



Committee Directly to Council
Staff: Robert H. Drummer, Senior Legislative Attorney
Purpose: Final action – vote expected
Keywords: #ContractsFY2021, Search terms: collective bargaining, police, fire rescue, county government employees and volunteer firefighters.

AGENDA ITEM #4A, B & C
May 5, 2020
Worksession

SUBJECT

Resolutions to Indicate Intent to Approve or Reject the County government collective bargaining agreements

Lead Sponsors: County Council

EXPECTED ATTENDEES

Steve Sluchansky, Chief Labor Relations Officer
Torrie Cooke, FOP President
Gino Renne, MCGEO President
Jeff Buddle, IAFF President

COUNCIL DECISION POINTS & COMMITTEE RECOMMENDATION

- To Review agreements – vote on resolution

DESCRIPTION/ISSUE

Resolution to indicate the Council's intent to approve or reject provisions of the Collective Bargaining Agreement with the Fraternal Order of Police (FOP)

Resolution to indicate the Council's intent to approve or reject provisions of the Collective Bargaining Agreement with the Municipal and County Government Employees' Organization (MCGEO)

Resolution to indicate the Council's intent to approve or reject provisions of the Collective Bargaining Agreement with the Montgomery County Career Fire Fighters Association of the International Association of Fire Fighters (IAFF)

SUMMARY OF KEY DISCUSSION POINTS

Each provision of a collective bargaining agreement that requires an appropriation of funds for FY21 or a change in law must be approved or rejected by the Council.

This report contains:

Staff Report	Page 1
Proposed FOP Resolution	A-1
FOP Memo from County Executive	A-3
Summary of FOP Agreements	A-4
Fiscal Impact statement	A-7
Proposed Police Uniform Salary Schedules	A-8

FOP Agreements	A-9
Proposed MCGEO Resolution	B-1
MCGEO Memo from County Executive	B-4
Summary of MCGEO Agreements	B-5
Fiscal Impact Statement	B-16
Proposed Salary Schedules	B-17
MCGEO Agreements	B-21
Proposed IAFF Resolution	C-1
IAFF Memo from County Executive	C-3
Summary of IAFF Agreement	C-4
Fiscal Impact Statement	C-8
Proposed Salary Schedules	C-9
IAFF Agreements	C-10
FY21 Council Decision Chart	D-1

Alternative format requests for people with disabilities. If you need assistance accessing this report you may [submit alternative format requests](#) to the ADA Compliance Manager. The ADA Compliance Manager can also be reached at 240-777-6197 (TTY 240-777-6196) or at adacompliance@montgomerycountymd.gov

MEMORANDUM

April 27, 2020

TO: County Council

FROM: Robert H. Drummer, Senior Legislative Attorney

SUBJECT: Resolutions to Indicate Intent to Approve or Reject the County government collective bargaining agreements¹

PURPOSE: Worksession/Action – Council to review agreements and vote on resolutions

Expected attendees:

Steve Sluchansky, Chief Labor Relations Officer
Torrie Cooke, FOP President
Gino Renne, MCGEO President
Jeff Buddle, IAFF President

Under the County Employees Labor Relations Laws (Police: County Code §§33-75 through 33-85; County employees: County Code §§33-101 through 33-112; Fire and Rescue employees: County Code §§33-147 through 33-157), the County Council must review any term or condition of each final collective bargaining agreement requiring an appropriation of funds or enactment, repeal, or modification of a county law or regulation. On or before May 1, unless the Council extends this deadline, the Council must indicate by resolution its intention to appropriate funds for or otherwise implement the agreement or its intention not to do so, and state its reasons for any intent to reject any part of an agreement. The Council is not bound by the agreement on those matters over which the Council has final approval. The Council may address contract items individually rather than on an all-or-nothing basis. See County Code §33-80(g); §33-108(g)-(j); §33-153(l)-(p).

If the Council indicates its intention to reject or opts not to fund any item, it must designate a representative to meet with the parties and present the Council's views in their further negotiations. The parties must submit the results of any further negotiations, or impasse procedures if the parties cannot agree on a revised contract, to the Council by May 10 (unless the May 1 date was extended).

The agreements before the Council this year are with the Fraternal Order of Police (police bargaining unit), the Municipal and County Government Employees Organization (County employees bargaining units), and the International Association of Fire Fighters (fire and rescue employees). Each

¹#ContractsFY2021

Search terms: collective bargaining, police, fire rescue, county government employees and volunteer firefighters.

agreement was negotiated this year, takes effect on July 1, 2020. The FOP and the MCGEO Agreements expire on June 30, 2023. The IAFF Agreement expires on June 30, 2022. The Council must review and act on each of the provisions of these agreements that requires an appropriation of funds for FY21 or requires a change in law or regulation.

These proposed resolutions will be amended to reflect the decisions of the Council before final Council action. Each of the resolutions summarizes the provisions of each Agreement that the Council must act on. The FY21 Council Decision Chart showing each provision that the Council must act on is at D-1.

The Agreements

A chart showing the provisions in each Agreement that requires Council approval for FY20 is at ©D1-D3. These provisions are described below.

(1) **General Wage Adjustment (GWA)**

- A1 **MCGEO** – 1.25% on the first pay period beginning after October 1, 2020. The FY21 fiscal impact is \$3,828,275. The annual cost beyond FY21 would be \$5,406,496.
- A2 **MCGEO Additional GWA** – 1% for employees not in County retirement plan with excess over maximum as lump sum. The FY21 fiscal impact is \$107,654.
- A3 **MCGEO** - \$.50 per hour increase for seasonal employees. The FY21 fiscal impact is \$89,288.
- B **FOP** – 1% GWA on the first pay period beginning after July 1, 2020. The FY21 fiscal impact is \$1,166,707.
- C **IAFF** – 2.25% on the first pay period beginning after August 1, 2020. The FY21 fiscal impact is \$2,106,304. The annual cost beyond FY21 would be \$2,289,461.

The fiscal impact of these wage adjustments over time will be described in Deputy Director Craig Howard and Senior Legislative Analyst Aron Trombka’s staff report on Compensation and Benefits (all agencies) for a future meeting. It is important to note that the GWAs for MCGEO and IAFF begin after the beginning of the fiscal year and that the annualized cost of these raises will be larger in FY22 and beyond.

(2) **Service Increments:** Each of the agreements provides a 3.5% service increment in FY21 on the employee’s anniversary date for any employee who is below the top of his or her grade.

- A **MCGEO** – 3.5% on anniversary. The fiscal impact in FY21 is \$4,163,636. The annual cost beyond FY21 would be \$7,869,507.
- B **FOP** – 3.5% on anniversary. The fiscal impact in FY21 is \$1,139,939. The annual cost beyond FY21 would be \$1,637,536.

D **IAFF** – 3.5% on anniversary. The fiscal impact in FY21 is \$810,408. The annual cost beyond FY21 would be \$1,546,588.

(3) **Additional Service Increments**

A **MCGEO** – 1.25% additional increment in for any employee who was eligible for a service increment in FY11 that was not funded by the Council. The FY21 fiscal impact is \$904,049.

B **FOP** – 3.5% additional salary adjustment or service increment for employees who are not at top of grade. The FY21 fiscal impact is \$1,959,436.

C **IAFF** – no additional increment in FY21. IAFF members already received 3.5% additional service increments in FY14 and FY15 for the service increments that were not funded for any County employees by the Council in FY11,12, & 13.

The Council did not fund service increments for any County employees in FY11, FY12, and FY13. IAFF members received additional service increments in FY14 and FY15 to make up for missed service increments in FY11 and FY12. FOP members received an additional 1.75% service increment in FY14 and an additional 1.75% service increment in FY15 to make up for one of the missed increments. **The Executive agreed to an additional 3.5% service increment to be paid in FY17 for both the FOP and MCGEO, but the Council rejected funding for both make-up increments.** MCGEO members at the top of grade received a .5% lump sum in both FY14 and FY15. **Unrepresented employees have never received any make-up service increments for the service increments missed in FY11, FY12, and FY13.**

Although the service increments for all employees were either rejected by the Council or simply not funded by the Council in FY11, FY12, and FY13 due to fiscal constraints, each collective bargaining agreement refers to these “missed” service increments as “deferred.” The Council budget resolution for FY11 states that service and longevity increments for FOP and IAFF members are “rejected.” The MCGEO Agreement for FY11 did not contain service or longevity increments and the Council budget resolution approved this lack of increments in the MCGEO Agreement. The FY12 FOP Agreement contained a service increment that the Council “rejected.” The FY12 MCGEO and IAFF Agreements contained no service or longevity increments and the Council approved that provision. In FY13, none of the Agreements contained a service increment for FY13 and the Council approved no service increments in each Agreement.

For FY20, the Executive and MCGEO agreed to a 3.5% make-up service increment that the Council rejected. The Council ultimately approved a 1% make-up step for FY11 payable in FY20.

The following Table shows the additional service increments that were funded by the Council (or rejected) in FY14 through FY20.

Employee Group	FY14	FY15	FY16	FY17	FY18	FY19	FY20
FOP	1.75%	1.75%	0	3.5% rejected by Council	0	\$1,000 lump sum	3.5%
IAFF	3.5%	3.5%	0	0	0	0	0
MCGEO	.5% at max	.5% at max	0	3.5% rejected by Council	0	0	1%
Unrepresented	0	0	0	0	0	0	0

The FOP Agreement for FY19 included a \$1,000 lump sum payment for FOP members “whose service increment was deferred during FY2012 and/or FY2013, has not yet received it, and who is otherwise eligible...” Although eligibility for this lump sum is based on missing service increments in FY12 and/or FY13, the provision ends with the following statement:

“This shall not replace the FY2012 and FY2013 service increment.”

(4) Longevity Increments.

- A1 **MCGEO** – an employee eligible for a longevity increment in FY21 would receive a 3% or a 3.5% increment after 18 years of service. The FY21 fiscal impact would be \$258,430. The annual cost beyond FY21 would be \$546,327.
- B1 **FOP** – an employee eligible for a longevity increment in FY21 after 16 years or 20 years would receive a 3.5% increment. The FY21 fiscal impact would be \$98,414. The annual cost beyond FY21 would be \$144,760.
- C **IAFF** – an employee eligible for a longevity increment at 20 years or 24 years would receive a 3.5% longevity increment. The FY21 fiscal impact would be \$117,417. The annual cost beyond FY21 would be \$199,613.

(5) Lump Sum Payments

- A **MCGEO** – an employee who is not eligible for a service increment in FY21 would receive a \$1000 lump sum on July 1, 2020. The fiscal impact in FY21 would be \$1,923,238.
- B **FOP** – no lump sum payments in FY21.
- C **IAFF** – no lump sum payments in FY21.

(6) Tuition Assistance.

- A **MCGEO** – 65% (up from 50%) of all funds appropriated for tuition assistance that is not designated for another bargaining unit must be allocated for employees represented by MCGEO.
- B **FOP** - \$135,000 is designated in FY21 for employees represented by the FOP. This is the same as FY20.
- C **IAFF** – \$65,000 dedicated to unit members. In FY20, the Agreement did not designate a portion of tuition assistance for IAFF employees. IAFF employees shared the \$125,000 not otherwise designated for MCGEO or FOP employees with unrepresented employees and volunteer fire and rescue workers on a first come, first served basis.

(7A, B, C) **Group Insurance Benefits.**

In 2011, the Council rejected the provisions in each collective bargaining agreement providing for an 80/20 employer/employee cost share and changed it to 75/25 for all employees who do not select a health maintenance organization. The collective bargaining agreements with the County’s three unions were never amended to reflect this change, but the Executive continued to include funding for the 75/25 cost share in his recommended budgets for FY12-15. Each union filed a prohibited practice charge against the Executive alleging that he was legally required to recommend approval of the collective bargaining agreement. The Court of Special Appeals agreed and held that the Executive committed a prohibited practice by failing to recommend the 80/20 cost share to the Council. However, the Council formally rejected the provisions in each agreement providing an 80/20 cost share and adopted the 75/25 cost share for FY12-15. The FOP challenged the Council’s authority to reject the agreement, but the Maryland Court of Appeals upheld the Council’s rejection of the 80/20 cost share. The Court held that the Council is not part of the collective bargaining process, is not bound by the collective bargaining agreement, and holds the ultimate power of the purse.

For FY19, FOP Lodge 35 and MCGEO Local 1994 agreed in a side letter that they would not file a prohibited practice charge against the Executive if he included the 75/25 split in his recommended budget despite the contrary language of the collective bargaining agreement. IAFF Local 1664 did not agree. There are no side letters on this for FY21, but the Executive included funding for the 75/25 cost share for all employees in FY21.

Although the Executive’s recommended budget includes funding for the same 75/25 cost share that was approved by the Council for all employees in FY20, all 3 collective bargaining agreements continue to require the 80/20 cost share. Therefore, if the Council wants to continue to fund the same level of these benefits for all employees in FY21, the Council must formally indicate its intent to reject each of these provisions in each of the collective bargaining agreements. **The rejection of the benefit provisions in the 3 agreements would not reduce expenditures from the Executive’s recommended FY21 budget.**

(8) **Increases in Special Pay**

- A1 **MCGEO** – increase the shift differential from \$1.40/hour to \$1.42/hour and from \$1.56/hour to \$1.87/hour. The cost of this increase in FY21 would be \$576,434.
- A2 **MCGEO** – increase the positions eligible for field training pay. The cost of this increase in FY21 would be \$19,522.
- A3 **MCGEO** – adjust holiday pay. The FY21 cost would be \$104,574.
- B **FOP** – none.
- C1 **IAFF** – add 2 additional assignments for assignment pay. The cost of this increase in FY21 would be \$31,561.
- C2 **IAFF** – add special duty differential to assignment to the Emergency Communications Center. The cost of this increase would be \$9,870 in FY21.

(9) **Increases in clothing, equipment, vehicle use, and transit subsidy**

- A1 **MCGEO** - increase boot subsidy for highway services employees from \$145 to \$200. The cost for this increase in FY21 would be \$13,750.
- A2 **MCGEO** – increase the uniform allowance for DOCR Resident Supervisors. The cost for this in FY21 would be \$49,363.
- A3 **MCGEO** – increase the Get-In Program transit subsidy from \$75/month to \$265/month. The cost for this increase would be \$150,000 in FY21.
- A4 **MCGEO** – increase in DGS shoe allowance for Fleet Services. OMB did not provide a fiscal impact for this.
- A5 **MCGEO** – increase uniforms for DPS. OMB did not provide a fiscal impact for this.
- B1 **FOP** – provide cell phones for all police officers in unit. OMB did not provide a cost for this because it is subject to appropriation and the Executive’s recommended budget did not fund it.
- B2 **FOP** – Police Vehicles – PPV can be used within 15 miles of County border and officer who lives within 15 miles of County border would be able to take the vehicle home. OMB did not estimate the extra cost to operate County patrol vehicles over greater distances. **A similar provision in the FOP Agreement was rejected by the Council in 2009.**
- C. **IAFF** – none.

(10) **MCGEO Retirement Plan Changes and Increases**

- 10A1 Military Service Credit for Group E (Corrections Officers) – would provide up to 24 months of credited military service at no charge to employee. The cost in FY21 would be \$121,961.
- 10A2 Add DOCR positions to Group E in the defined benefit plan and the DROP and create a new Group K for certain employees in the Emergency Call Center to the defined benefit plan. The increased employer share to pay for these changes would be \$200,000 in FY21. It should be noted that the Emergency Call Center employees that would be added to the new Group K are currently in the RSP or GRIP. The employer contribution last year for the RSP was 8% of salary, 6.1% for employees in the GRIP, and 19.88% of salary for the non-police, non-fire employees in the defined benefit plans.
- 10A3 Increase County contribution for GRIP and RSP by 1% and reduce employee contribution by 1%. This change would include non-represented employees in the GRIP or RSP.
- 10A4 Reduce the employee contribution by 1% for Groups A, E, H, and J in the defined benefit plans. OMB has not yet provided a fiscal impact statement breaking out these costs, but the budget indicates the changes in the County and employee contributions in all plans would be \$1,389,781 for FY21. These changes would also include non-represented employees, but not police or fire employees. The employer contribution for these defined benefit plans last year was 19.88% of salary compared to 8% for the RSP and 6.1% for the GRIP. The FY21 cost for this change and the 1% change described in 10A3 would be \$1,389,781. The annual cost of these changes beyond FY21 would be \$3,364,607.
- 10A5 Establish a new sick leave payout for employees in the GRIP or RSP upon leaving County service of either \$5,000 or \$10,000 depending on sick leave balance. The FY21 cost would be \$225,000.
- 10A6 Eliminate certain income offsets for RSP or GRIP employees receiving long-term disability payments. OMB did not provide a fiscal impact for this yet.
- 10A7 Increase the age retirement benefits must begin from 70 1/2 to 72. This would conform the retirement plans to a recent change in Federal tax law concerning the age of required minimum distributions. This does not appear in the Agreements but was included in the bill to implement these changes. **This may not have a fiscal impact on the County.**

We do not know the long-term cost of the proposed changes to the defined benefit retirement plans because we did not receive an actuarial report estimating those changes.

(11) **MCGEO Miscellaneous Increases**

- 11A1 Establish a new \$1500 stipend for HHS employees assigned to the Crisis Center. The FY21 cost would be \$50,057.

- 11A2 Extra ½ hour pay for a DOCR Resident Supervisor who stays in facility during break. The FY21 cost would be \$171,634.
- 11A3 Increase in meal allowance from \$10 to \$15. The FY21 cost would be \$5,000.
- 11A4 Additional funding for the Labor Management Relations Committee from \$100,000 to \$150,000. The additional FY21 cost would be \$50,000.
- 11A5 Seven Locks Road DOCR facility upgrade – install cameras, intercom, and card readers. The FY21 cost would be \$6,289.
- 11A6 Restrict the use of temporary employees and establish a new prohibited practice charge. OMB did not provide a cost for this.

This packet contains:

	<u>Circle #</u>
Proposed FOP Resolution	A-1
FOP Memo from County Executive	A-3
Summary of FOP Agreements	A-4
Fiscal Impact statement	A-7
Proposed Police Uniform Salary Schedules	A-8
FOP Agreements	A-9
Proposed MCGEO Resolution	B-1
MCGEO Memo from County Executive	B-4
Summary of MCGEO Agreements	B-5
Fiscal Impact Statement	B-16
Proposed Salary Schedules	B-17
MCGEO Agreements	B-21
Proposed IAFF Resolution	C-1
IAFF Memo from County Executive	C-3
Summary of IAFF Agreement	C-4
Fiscal Impact Statement	C-8
Proposed Salary Schedules	C-9
IAFF Agreements	C-10
FY21 Council Decision Chart	D-1

Resolution No.: _____
Introduced: April 14, 2019
Adopted: _____

**COUNTY COUNCIL
FOR MONTGOMERY COUNTY, MARYLAND**

Lead Sponsor: County Council

SUBJECT: Collective Bargaining Agreement with Fraternal Order of Police

Background

1. Section 510 of the County Charter requires the County Council to provide by law for collective bargaining with binding arbitration with an authorized representative of the County police officers.
2. Chapter 33, Article V of the County Code implements Section 510 of the Charter and provides for collective bargaining with representatives of certain police officers and for review of the resulting agreement by the County Council.
3. On March 31, 2020, the County Executive submitted to the Council an agreement between the County government and Fraternal Order of Police for the year July 1, 2020 through June 30, 2023. A copy of the Agreement is attached to this Resolution.
4. The County Executive outlined the terms and conditions of the collective bargaining agreement that require or may require an appropriation of funds or changes in any County law or regulation in FY21.
5. The County Council is scheduled to consider the Agreement at a worksession on April 23, 2020.
6. The County Council is required by law to indicate on or before May 1 its intention regarding the appropriation of funds or any legislation or regulations required to implement the agreement or to extend the time to do so.

Action

The County Council for Montgomery County, Maryland approves the following resolution:

The County Council intends to approve/reject the following provisions for FY2021:

1. 1% GWA after July 1, 2020
2. 3.5% service increments for all eligible members on their anniversary date.
3. An additional 3.5% salary adjustment for employees who are not at the top of grade.
4. Tuition assistance cap at \$135,000.
5. 3.5% longevity increments for eligible members.
6. Cell phones issued to all bargaining unit members.
7. Expansion of non-official use of personal patrol vehicles and to and from vehicles to within 15 miles of a County border.
8. Group insurance provisions requiring a larger County share of costs than currently provided.

This is a correct copy of Council action.

Selena Mendy Singleton, Esq., Clerk of the Council

F:\LAW\TOPICS\Collective Bargaining\21colbar\FOP\Resolution-FY21-FOP.Docx



OFFICE OF THE COUNTY EXECUTIVE
ROCKVILLE, MARYLAND 20850

Marc Elrich
County Executive

MEMORANDUM

TO: Sidney Katz, President
Montgomery County Council

FROM: *Arcadio Klein for*
Marc Elrich, County Executive

DATE: March 27, 2020

SUBJECT: Memorandum of Agreement between the County and FOP

I have attached for the Council's review the agreement resulting from the recent negotiations between the Montgomery County Government and the Fraternal Order of Police, Montgomery County Lodge 35, Inc. (FOP). The agreement reflects the changes that will be made to the existing Collective Bargaining Agreement. The agreement is effective July 1, 2020 through June 30, 2023.

I have also attached a summary of the agreed upon items as well as a copy of the fiscal impact statement referenced in the Workforce/Compensation chapter of my budget to assist in Council's review of the document. The items will take effect for the first time in FY2021 and have a fiscal impact in FY2021, FY2022, and FY2023.

ME:snb

Attachment

c: Berke Attila, Director, Office of Human Resources
Richard S. Madaleno, Jr., Director, Office of Management and Budget
Steven Sluchansky, Chief Labor Relations Officer
Marc Hansen, County Attorney, Office of the County Attorney

Summary of Proposed Labor Agreement with FOP Effective FY21

No.	Article	Subject	Summary of Change	Requires Appropriation of funds	Present or Future Fiscal Impact	Requires Legislative Change	Requires Regulation Change	Notes
1	27	Secondary Employment, Section B, 3	Reference to Form MCP #307 was deleted	No	No	No	No	
2	27	Secondary Employment, Section C, 5 (a)	For secondary employment approvals, removed indefinite approval and changed it to three year approval.	No	No	No	No	
3	27	Secondary Employment, Section G, 4	In the performance of uniform secondary employment, members must wear the entire uniform. Two items were revised: specific type of duty belt was revised to just "duty belt" and revolver/pistol duty gun was replaced with "handgun."	No	No	No	No	
4	27	Secondary Employment, Section H, 1	An employee who ceases or cancels secondary employment will notify the employer in writing indicating cancellation, if approval was for 3 years and it has not expired.	No	No	No	No	
5	30	Uniforms and Equipment, Section B, 1.	The county will provide to all unit members a 9mm semiautomatic handgun instead of the 40 caliber semiautomatic handgun.	No	No	No	No	
6	30	Uniforms and Equipment, Section B, 3.	Off-duty and second back-up weapons shall be determined by a mutually agreed upon list. This replaces the Glock 26 and Kahr K 9 mm handguns.	No	No	No	No	
7	30	Uniforms and Equipment, Section E	The County shall issue turtleneck sweaters to all officers.	no	no	No	No	
8	30	Uniforms and Equipment, Section O	Subject to budget limitations, all unit members will be issued cellular phones for business. Unit members shall not be reimbursed for business calls that are made on personally owned cellular phones.	Yes	Yes	No	No	Purchases for cell phones to be made through separate supplemental request
9	30	Uniforms and Equipment, Section R, 1	Subject to budget limitations, all sworn officers who work in an assignment that routinely involves public contact will be issued Electronic Control Weapons.	no	no	No	No	
10 4	30	Uniforms and Equipment, Section S	The parties agree to meet at least quarterly to reconcile issued equipment under Appendix I.	No	No	No	No	

Summary of Proposed Labor Agreement with FOP Effective FY21

No.	Article	Subject	Summary of Change	Requires Appropriation of funds	Present or Future Fiscal Impact	Requires Legislative Change	Requires Regulation Change	Notes
11	31	Reopener, Section F	There shall be a reopener for cash compensation during the second and third year of the agreement, in the event that the U.S. Bureau of Labor Statistics Consumer Price Index for All Urban Consumers for the greater Washington area for 12 months preceding November is 1.5% or less, or 2.5% or greater.	no	no	No	No	
12	35	Vehicles, Section F, 3 and 4	Officers will become eligible for permanent vehicle assignment after satisfactorily completing the field training and evaluation program.	no	no	No	No	
13	36	Wages, Section A	Effective first full pay period after July 1, 2020, the salary schedule shall be increased by adding 3.5% at Step 0, Year 1 with increments and promotions for all other steps and pay grades calculated from the new Step 0, Year 1 basis. Increments and longevity shall continue to be calculated as required by Article 28. The percentage increases upon promotion shall continue to be : 5% between PO 1 and PO 11 and PO III; 5% between POIII and MPO; 10% between MPO and Sergeant; and, 5% between POC and POI. Step 14, Year 15 shall be removed from the salary schedule. Effective the first full pay period after July 1, 2020, each unit member shall receive a wage increase of 1%. Effective the first full pay period after July 1, 2021, each unit member shall receive a wage increase of 2%. Effective the first full pay period after July 1, 2022, each unit member shall receive a wage increase of 2%.	Yes	Yes	No	No	See fiscal impact statement
14	47	Duration	Three year contract, July 1, 2020 through June 30, 2023	No	No	No	No	
15	Appendix I	Issued Clothing and Equipment for Sworn Officers	The parties agreed to update items listed of issued clothing and equipment to reflect current practice and remove outdated items and brand names as applicable.	No	No	No	No	
16	7 MOA (A-5)	Mandatory Security Training, Article 7 and Appendix H	The Employer agrees to dedicate one day a month for members to complete the mandatory security training.	No	No	No	No	
17	14 MOA	Personal Days, Article 14	Members hired after the beginning of the first full pay period of the calendar year shall receive a prorated of personal days.	No	No	No	No	

Summary of Proposed Labor Agreement with FOP Effective FY21

No.	Article	Subject	Summary of Change	Requires Appropriation of funds	Present or Future Fiscal Impact	Requires Legislative Change	Requires Regulation Change	Notes
18	Side Letter	Article 15 and Department FC 410	Parties agreed to remove the beard prohibition in function code 410. All beards will be neatly trimmed and no longer than approximately 1/2 inch in length.	No	No	No	No	
19	MOA	Article 24	In the event of a death of an active bargaining unit member, the Employer and FOP will work cooperatively with the member officer's family on funeral arrangements and benefits. The parties will meet as soon as practicable, but no later than 48 hours after the death of an employee.	No	No	No	No	
20	MOU	Uniforms and Equipment, Article 30	MOU regarding the issuance of cellular phones.	no	no	No	No	
21	MOA	Uniforms and Equipment, Section 30, R	MOA regarding the issuance of Electronic Control Weapons to sworn officers.	no	no	No	No	
22	MOA	Vehicles, Article 35, Section B, 1	Vehicles assigned to unit members whose domicile is in Montgomery County shall be defined as PPV's and be full - use vehicles within 15 miles of the County's borders. Unit members whose domicile is within 15 miles of the County's border shall have to and from use of their assigned vehicle to their domicile. An officer whose domicile is outside, but near the 15 mile limit from the County's border may be granted permission, at the sole discretion of the chief administrative officer, or designee, to drive his/her assigned vehicle "to and from" his/her domicile. This will be a six month trial program.	no	no	No	No	Trial program in place to determine any fiscal impact. Estimate is indeterminate at this time.
23	MOA	Uniforms and Equipment, Article 30	The parties agreed to a list of manufacturers and specifications for off-duty and backup handguns.	No	No	No	No	
24	MOA	Uniforms and Equipment, Article 30, Section B	The parties agreed to a list of manufacturers approved to be carried by members as on-duty rifles.	No	No	No	No	
25 (A-6)	Side Letter	Entrance Level Training Rules and Regulations, MCPD Training Academy	The parties agreed on updating the current language in the Academy Rules to reflect current practices and remove outdated language.	No	No	No	No	

**Fraternal Order of Police County Lodge 35, Inc.
Fiscal Impact Summary***

<u>Article</u>	<u>Item</u>	<u>Description</u>	<u>Annual Cost</u>		<u>Estimated # affected***</u>
			<u>FY21</u>	<u>Beyond FY21</u>	
28	Service Increments	Service Increment of 3.5 Percent for Eligible Employees	\$1,139,939	\$1,637,536	569
28	Longevity	Longevity Step Increase of 3.5 Percent for Eligible Employees	\$98,414	\$144,760	70
36	Wages	Salary Schedule Adjustment of 3.5 Percent for Eligible Employees	\$1,959,436	\$1,959,436	569
36	Wages	1 Percent General Wage Adjustment in July 2020	\$1,166,707	\$1,166,707	1,164
Total			\$4,364,496	\$4,908,439	1,164

Police Uniformed Management Pass-Through Estimates**

<u>Item</u>	<u>Description</u>	<u>Annual Cost</u>		<u>Estimated # affected***</u>
		<u>FY21</u>	<u>Beyond FY21</u>	
Wages	1.25 Percent General Wage Adjustment in October 2020	\$79,735	\$109,526	57
Total		\$79,735	\$109,526	

* Estimates reflect the impact to all funds. Increases apply in the first full pay period during the month noted.

** Police Management converted to a new Police Leadership Service (PLS) Schedule in FY19.

***The estimated number of employees affected by the economic item is identified where known.

**MONTGOMERY COUNTY GOVERNMENT
POLICE BARGAINING UNIT UNIFORM SALARY SCHEDULE
FISCAL YEAR 2021**

GWA INCREASE: 1%

STEP/YEAR INCREASE: 3.5%

EFFECTIVE JULY 5, 2020

STEP	YEAR	PO I	PO II	PO III	MPO	SGT
0	1	\$54,881	\$57,626	\$60,508	\$63,533	\$69,889
1	2	\$56,803	\$59,645	\$62,627	\$65,758	\$72,334
2	3	\$58,792	\$61,731	\$64,820	\$68,062	\$74,866
3	4	\$60,849	\$63,892	\$67,088	\$70,442	\$77,486
4	5	\$62,979	\$66,129	\$69,436	\$72,910	\$80,200
5	6	\$65,186	\$68,445	\$71,869	\$75,462	\$83,007
6	7	\$67,468	\$70,841	\$74,384	\$78,103	\$85,914
7	8	\$69,829	\$73,320	\$76,987	\$80,838	\$88,921
8	9	\$72,274	\$75,887	\$79,684	\$83,667	\$92,033
9	10	\$74,803	\$78,543	\$82,472	\$86,596	\$95,255
10	11	\$77,422	\$81,294	\$85,360	\$89,628	\$98,589
11	12	\$80,134	\$84,139	\$88,348	\$92,765	\$102,040
12	13	\$82,938	\$87,083	\$91,440	\$96,012	\$105,612
13	14	\$85,842	\$90,134	\$94,642	\$99,374	\$109,308
16 YEAR LONGEVITY (3.5%)	17+	\$88,846	\$93,290	\$97,956	\$102,851	\$113,134
20 YEAR LONGEVITY (3.5%)	21+	\$91,956	\$96,555	\$101,384	\$106,451	\$117,094

FY21 Notes:

- 1) Starting salary for Police Officer Candidate is \$54,881.

**MEMORANDUM OF AGREEMENT
BETWEEN
THE MONTGOMERY COUNTY GOVERNMENT
AND THE
FRATERNAL ORDER OF POLICE, MONTGOMERY COUNTY LODGE 35, INC**

The Montgomery County Government (Employer) and the Fraternal Order of Police, Montgomery County Lodge 35, Inc. (Union), conducted negotiations pursuant to Section 33-75, et sq., of the Montgomery County Code for the term July 1, 2020 through June 30, 2023. As a result of those negotiations, the Employer and Union agree that the Collective Bargaining Agreement shall be amended according to the terms set below.

Please use the key below when reading this document:

<u>Underlining</u>	<i>Added to the existing collective bargaining agreement</i>
[Single boldface brackets]	<i>Deleted from the existing collective bargaining agreement</i>
* * *	<i>Existing language unchanged by the parties</i>

The parties agree to amend the contract as follows:

* * *

Article 27 Secondary Employment

* * *

Section B. *Secondary Employment*

* * *

3. Requests for approval for unit members who are in a leave without pay status, including unit members who are suspended without pay to work non-uniformed secondary employment, shall be processed by the employee's district/unit commander within not more than one business day. However, the approval process [MCP #307] must be initiated as indicated in §C.1, and the §D. restrictions shall apply. In the event that approval of the written request is subsequently denied, the employee will be required to immediately terminate the outside employment in question.

* * *

Section C. *Request Procedure*

* * *

5. An approval request authorizes only such work and conditions as are specifically designated on the request form. Approval or denial will be determined in accordance with this Agreement. In those instances where approval is granted, the employee may begin work. Approval will be granted as follows:

- a. [Indefinite Approval:] Three Year Approval: Remains in effect for three years from the date of the chief's approval. Each employee will be notified, via memorandum or electronically, prior to the end of the three-year approval period. To continue the secondary employment, the employee must submit a new request. [until the work is completed or the employee or employer changes the status or nature of the work, in accordance with this Agreement. For each indefinite approval, the employer may request that employees confirm their employment. This request will be made no more frequently than every thirty-six months. If the employee has not responded to the initial solicitation within two weeks, the employer will initiate a second solicitation. If the employee fails to respond to the second solicitation within two weeks, the employer may cancel the approval. The employer will notify employees of any cancellation of work approval in writing. This provision applies to all existing and future indefinite approvals.]

* * *

Section G: *Uniforms and Equipment.* Employees, in the performance of their secondary employment, are permitted to carry and utilize the following issued county or otherwise authorized equipment:

* * *

4. Employees may wear the patrol uniform and authorized issued equipment while engaged in uniformed secondary employment and while going to and from the secondary employment site. If the uniform is worn, the entire uniform along with the duty [Sam Browne] belt, [revolver/pistol,] duty handgun, handcuffs, and portable radio must be worn by the officer.

* * *

Section H. *Cancellation of Employment.* Any employee who ceases or cancels secondary employment will notify the employer in writing, indicating cancellation, if:

1. Approval was for [an indefinite period of time, or] 3 years and it has not expired, or
2. Approval was for 12 months and it has not expired.

* * *

Article 30 Uniforms and Equipment

* * *

Section B. [40 Caliber] 9mm Semi-Automatic Weapons.

1. The County will provide to all unit members a 9mm [40 caliber] semiautomatic handgun. The department issued [40 caliber] handgun will be the primary on-duty handgun for all

unit members. [Approved] Weapons previously approved for purchase [purchased] by unit members may be used off duty and as second (back-up) weapons.

2. The County will provide one Level III holster to each unit member.
3. Off-duty and/or second (back-up) weapons shall be determined by a mutually agreed upon list of manufacturers and specifications [See Memorandum of Agreement dated December 18, 2019]. Modification of this list shall occur only after the modification is recommended by the JHSC and is agreed to by both the FOP President and the Chief of Police. [Upon recommendation of the Safety Committee, the Glock 26 and Kahr K-9 9mm handguns may be used off duty and/or as a second (back-up) weapon. The Employer will qualify unit members on one of these handguns, to be used as a second (back-up) weapon.]

* * *

Section E. Turtleneck Sweater. The County shall issue three turtleneck sweaters with gold embroidered "MCP" initials to officers [who regularly wear the uniform] which may be worn under the black sweater, lightweight black jacket, or [Gortex] heavyweight black jacket. It may only be worn as the outermost garment while temporarily indoors performing work related duties. It may also be worn under the long sleeve shirt without a tie. [All other unit members who wear the uniform on a less than regular basis shall be issued one turtleneck that can be worn with the uniform in the manner described above.]

* * *

Section O. Cellular Phones. Subject to budget limitations, Unit members [Sergeants and MPO's] will be issued cellular phones for business use. [Sergeants and MPO's who are issued cellular phones,] Unit members shall not be eligible to be reimbursed for the cost of business calls that are made on personally owned cellular phones (See MOA: January 23, 2020 [March 12, 2009])

* * *

Section R. [Tasers] Electronic Control Weapons (ECWs). Subject to budgetary limitations, the Department will increase the number of Tasers issued to patrol officers by 10 percent in year 2 and an additional 10 percent in year 3. The Department will distribute the Tasers to patrol officers in an effort to optimize their availability. (See MOA: November 5, 2003, superseded by MOA: January 23, 2020)

1. Effective July 1, 2020, subject to budgetary limitations, ECWs will be issued to all sworn officers who work in an assignment that routinely involves public contact. (See MOA: January 23, 2020)

Section S. Issued clothing and equipment reconciliation. The parties shall meet, at least quarterly, to reconcile equipment issued under appendix I.

Article 31 Reopener

* * *

Section F. *Reopener Matters.*

* * *

Second Year of the 2020-2023 Agreement. In the event of the U.S. Bureau of Labor Statistics Consumer Price Index for All Urban Consumers (CPI-U) for Washington-Arlington-Alexandria for the 12 months preceding November 2020 (November 12-month) is 1.5% or less, or 2.5% or greater, there shall be a reopener for the second year (July 1, 2021 to June 30, 2022) by no later than January 4, 2021 limited to:

a. Cash Compensation

Third Year of the 2020-2023 Agreement. In the event the U.S. Bureau of Labor Statistics Consumer Price Index for All Urban Consumers (CPI-U) for Washington-Arlington-Alexandria for the 12 months preceding November 2021 (November 12-month) is 1.5% or less, or 2.5% or greater, there shall be a reopener for the third year (July 1, 2022 to June 30, 2023) by no later than January 3, 2022 limited to:

a. Cash Compensation

Article 35 Vehicles

* * *

Section F. *Program Eligibility.*

* * *

3. Officers will become eligible for permanent vehicle assignment after satisfactorily completing [probation in the PO I rank.] the field training and evaluation program. Vehicles will be assigned to eligible officers as the vehicles become available. Vehicles shall not be assigned to any officers who reside out of County unless the list of eligible officers who reside in County is satisfied.
4. All officers will be assigned marked police vehicles with the below-listed exceptions. This list may be changed upon the mutual agreement of the department and the union. [See MOA: March 25, 2008.]
 - a. Investigative Services Bureau [(except Collision Reconstruction Unit, Special Operations Division and Alcohol Initiatives Section, who are assigned marked vehicles)]
 - b. Management Services Bureau (except recruiters)
 - c. Special Assignment Teams
 - d. Tactical Section
 - e. [Office of] Internal Affairs Division

- f. [Office of Media Services] Public Information Division
- g. District Court Liaison
- h. Centralized PCAT-fifty (50) percent not to exceed eight (8) unmarked vehicles
- i. District DCAT Sergeants
- j. District Patrol Investigative Units (PIU)
- k. Managed Search Operations Team (MSOT)
- l. Emergency Service Unit (ESU)
- m. Alcohol Initiatives Unit (AIU)
- n. Collison Reconstruction Unit (CRU)

* * *

Article 36 Wages

Section A. Wages.

* * *

Effective the first full pay period after July 1, 2020, the salary schedule shall be increased by adding 3.5% at Step 0, Year 1 with increments and promotions for all other steps and pay grades calculated from the new Step 0, Year 1 basis. Increments and longevity shall continue to be calculated as required by Article 28. The percentage increases upon promotion shall continue (up to the maximum for each rank) to be: 5% between PO I and PO II; 5% PO II and PO III; 5% between POC and POI. Step 14, Year 15 shall be removed from the salary schedule.

Effective the first full pay period after July 1, 2020, each unit member shall receive a wage increase of one percent (1.0%). Effective the first full pay period after July 1, 2021, each unit member shall receive a wage increase of two percent (2.0%). Effective the first full pay period after July 1, 2022, each unit member shall receive a wage increase of two percent (2.0%).

* * *

Article 47 Duration of Contract

The duration of this agreement shall be [one year] three years, become effective July 1, 2020, and terminate on June 30, 2023.

APPENDIX I Issued Clothing and Equipment

CATEGORY: Academy (see below listed items under ALL SWORN)

1 Sweat [suite] outfit

CATEGORY: All Sworn

1 Class A Cap
1 Black Sweater
1 Black windproof, waterproof duty jacket
1 Class A dress blouse
2 Class A tan pants
2 Class A tan short sleeve shirts
2 Class A tan long sleeve shirts
1 Light weight black duty jacket
8 Long sleeve black shirts
8 Short sleeve black shirts
1 Pair hi-gloss dress shoes
1 Reversible hi-visual, waterproof, long black raincoat
1 Class A cap rain cover
3 Black clip on tie
8 Black Trousers
1 Winter knit hat with 'POLICE' cloth badge
1 Black baseball style cap with 'POLICE' cloth badge
1 [Shoulder microphone (subject to availability)]
3 Handgun magazines
1 [Field Operations Manual]
1 Transportation Article
1 Fine book
1 Criminal Digest
1 [Criminal Citation Manual]
1 Pair black waterproof [leather] duty boots
4 Black belt keepers
2 Black D Rings
1 Black handcuff case
1 Black Handgun holster
1 Black rechargeable flashlight ring holder
1 Black "Sam Browne" belt
1 Black synthetic outer duty belt
1 Velcro inner belt
1 Black shoulder strap
1 Black double handgun magazine holder
1 Black OC holder
1 Black ASP holder
1 Black ID case
1 Black key keeper
1 Pair black cut resistant gloves
1 Black garrison belt (Honor Guard, Captains and Chief Officers)
1 High visibility yellow arm band imprinted with POLICE

CATEGORY: All Sworn (continued)

Serialized Equipment:

- 1 Flashlight: black [metal], rechargeable, additional batteries, orange wand, and use as protective instrument
- 1 Ballistic vest with 1 hard trauma plate & 1 soft trauma plate
- 1 Ballistic vest black outer carrier
- 2 Ballistic vest black inner carriers
- 1 Pair handcuffs
- 1 Semi-automatic handgun gun plus ammunition
- 1 Portable radio
- 2 Portable Radio Batteries
- 1 Radio Earpiece for portable radio
- 1 Shoulder Microphone
- 1 Long gun (when available)

Other:

- 1 [Plastic battery operated flashlight]
- 1 County Brass Police Badge
- 1 Maryland Seal Collar Pins; Class A
- 1 County Street Map
- 1 Equipment bag [Fingerprint Kit]
- 1 Fingerprint kit
- 1 First Aid kit and bag
- 1 Gas mask with carrier bag
- 1 Class A hat brass badge
- 1 Brass marksman badge
- 2 Brass name plates
- 1 Brass name plate "serving since"
- 2 Velcro nametags
- 2 Pair white cotton gloves
- 2 Plastic handcuffs (flex cuffs)
- 1 Portable radio holder
- 1 Ballistic helmet with face shield
- 1 High visibility reflective traffic vest
- 2 Plastic whistles
- 1 Collapsible ASP
- 1 OC Spray
- 1 Black disposable glove pouch

CATEGORY: Patrol Sergeants

- 1 Black Backpack
- 1 Sledgehammer
- 1 Halligan bar
- 1 Pair bolt cutters

CATEGORY: Tactical Unit

- 1 [.45 cal.] 9x19mm Semi-Automatic handgun and ammunition
- 1 Pair summer [and winter] boots with Vibram soles
- 1 Pair winter boots with Vibram soles
- 1 Flashlight/mini-laser product light
- 1 Black modular holster for [.45 cal.] 9x19mm Handgun
- 1 Pair binoculars
- 8 Sets of black uniforms
- [4]** **[Green combat uniform sets]**
- 4 Performance Combat Pants, Crye Precision, OD Green
- 4 Performance Combat Long Sleeve Shirts, Crye Precision, OD Green
- 1 Tactical/ballistic vest with pouches
- 1 Special Threat Plate Carrier with Rifle Plates
- 1 **[USAF] Fight type winter jacket**
- 1 Black Velcro Sam Browne belt
- 1 Tactical equipment bag
- 1 Ballistic helmet; tactical
- 1 Set hardware & harness for rappelling (including figure eight ring/carabiner)
- 1 Set windproof/waterproof cold weather outerwear (jacket & pants)
- 1 .308 counter sniper rifle
- 1 Fully automatic M-4 carbine with [holographic sight, infrared/white weapon light, infrared aiming laser] magazines and ammunition
- 1 Holographic sight for M-4
- 1 Infrared/white weapon light for M-4
- 1 Infrared aiming laser for M-4
- 1 Portable radio headset with ear/mouth piece; push to talk
- 2 **Diversionsary device]**
- 1 Set each elbow/knee pads
- 1 Pair padded/tactical gloves
- 1 Fire retardant jumpsuit (Nomex)
- 1 Pair fire retardant gloves
- 1 **[Remington 870] Breaching Shotgun**
- 1 UTM Simunition bolt
- 1 Simunition Face mask
- 1 Binocular IR night vision goggle
- 1 **[Taser] Electronic Control Weapon (i.e., Taser)**
- 2 IR reflective call sign patches
- 1 Gas mask with voice emitter

CATEGORY: Special Events RESPONSE Team (When Available)

- 1 Level 1 Public Order Helmet
- 1 Level 1 Public Order 24 Inch Baton
- 1 Level 1 Public Order Forearm/Elbow Guard
- 1 Level 1 Public Order Metatarsal Guard
- 1 Level 1 Public Order Groin Guard

1	Level 1	Public Order Knee/Shin Guard
1	Level 1	Public Order Should/Upper Arm Guard
1	Level 1	Public Order Thigh Guard
1	Level 1	Airpower XR2 Boot
1	Level 1	Public Order Combat Glove
1	Level 1	Yaffy Balaclava
1	Level 1	Yaffy Suit
1	MFF	Hatch Centurion Upper Body Protector
1	MFF	Hatch Groin Protector
1	MFF	Hatch Forearm Protector
1	MFF	TS70 Hard Shell Shin Guard
1	MFF	Oakley SI Assault Gloves
1	MFF	Baton Ring
1	MFF	Gear Bag

CATEGORY: Canine

1	[Tracking lead]
1	[Street lead]
1	[Tracking harness]
1	[Agitation harness]
2	[Reward balls (toys)]
1	[Remote training collar (e-collar)]
1	[K9 training bite sleeve]
1	[Concrete slab and chain link kennel]
2	[Dog choke chain]
1	[Pinch collar]
1	[Flat collar]
1	[Dog food pan]
1	[Heated water bowl]
1	[Kennel tarp]
1	[Dog house]
1	[Dog muzzle]
1	[Dog water bucket]
1	[Grooming brush and rake]
1	[Safariland ALS Level III tactical holster]
1	[Surfire X Series gunlight w/pressure mounted grip switch]
1	[Black nylon Velcro gear belt with magazine holder and all other necessary attachments]
1	[Training leads]
8	<u>Sets of black BDU uniforms of rip stop material; with short sleeve and long sleeve shirts</u>
1	[Black Surefire mini-flashlight with charger/6 rechargeable]
1	[Black windproof/waterproof rain suit (jacket and pants)]
1	[Radio earpiece for portable radio]
2	[Tactical tracking gloves]
1	Protective eye wear
25	[Cloth name tags for uniform shirts]
25	[Cloth badges for uniform shirts & jackets]
1	<u>Heated water bucket</u>

- 1 Stainless steel water bucket
- 1 Stainless steel food bowl
- 2 IR strobe light
- 1 Surefire X series gun light
- 1 Compact tactical flashlight
- 1 Drop down tactical gun holster, level 3
- 1 Light weight nylon duty belt with inner belt and nylon keepers
- 1 [Inner belt]
- 1 [Nylon Keepers]
- 1 Drop down magazine holder and pouches
- 1 Pair black summer boots
- 1 Pair black winter boots
- 2 [Boot Allowance (Summer & Winter)]
- 1 [Boot Allowance (Summer & Winter)]
- 4 Sew on name tags
- 4 Velcro name tags
- 1 Rain jacket-gortex or equivalent
- 1 Rain pants-gortex or equivalent
- 1 Scratch Pants
- 1 Tactical tracking gloves
- 1 Ballistic helmet with NVG mount
- 8 5.11 Stryke/TDU L/S Shirt
- 8 5.11 Stryke/TDU pants
- 1 Waist lead
- 1 6-foot training lead
- 1 15-foot tracking-lead
- 1 20-foot tracking lead
- 1 30-foot tracking lead
- 1 Retractable lead
- 1 Multi-purpose harness
- 1 Tracking harness
- 1 Electronic remote collar
- 1 Bark control collar
- 1 Stainless Steel pinch collar
- 1 Police K9 ID Collar
- 1 Training food pouch
- 1 Working muzzle
- 1 Emergency medical muzzle
- 2 tug toy
- 2 Ball on a rope
- 1 Linen bite sleeve
- 1 Grooming tool
- 1 Self-contained kennel/dog house unit
- 1 Heavy duty kennel tarp 10' x 12'
- 1 Flight type winter jacket

CATEGORY: Motor Units

- 1 Black leather motor jacket
 - 1 Motor helmet with ear muffs
 - 1 Heated clothing (1 pair pants, 1 jacket liner, 1 pair gloves, 1 pair socks and thermostat) **[SET]**
 - 1 Pair motor boots
 - 1 Pair safety glasses
 - 8 [Pairs riding britches] Pairs of motorcycle britches
 - 1 High Visibility Rain coat/suit and pants **[COAT]**
- Note: Putts may be worn, but will not be issued.

CATEGORY: Detective

- 1 Detective badge
- 1 Badge belt clip
- 1 Black [leather pancake] concealment holster
- 1 Single black [leather] magazine holder
- 1 Jumpsuit with cloth badge
- 1 Digital voice recorder
- 1 Compact rechargeable flashlight

CATEGORY: Collision Reconstruction Unit/Decentralized Collision Reconstruction Unit

- 1 Yellow Blauer reflective rain jacket with liner
- 1 Pair black Blauer rain pants
- 1 Blue coveralls (CRU only)
- 1 Compact rechargeable flashlight

CATEGORY: Mountain **[Bike] Bicycles-** All black mountain bicycles shall be equipped with the following items:

- 1 **[Black Mountain bike*(Per assigned officer)]**
- 1 Black rack
- 1 Black police bag
- 1 Black bicycle bell
- 1 Black rear light/red lens
- 1 **[Black fenders]**
- 1 Rear mount kickstand
- 2 Black water bottle racks
- 1 Light system
- 1 **[Black derailleur guard]**
- 1 **[Repair kit: to include Slime tube 26 X 1.90 and three (3) plastic tire levers]**
- 1 **[Black w Water bottles]**
- 1 **[Saddle]**
- 1 **[Bike mounted pump]**
- 1 Cable bike lock

CATEGORY: Full time **[Bike] Bicycle Rider**

- 1 Pair protective sunglasses "511" Tactical aileron shield ballistic glasses

- 1 Windproof/waterproof Fall/Winter foul weather suit with pants and jacket, cycle vest and pants
- 2 Black BDU long pants
- 5 Pairs black bike short pants
- 5 Polo shirts
- 1 Black helmet with white "POLICE" logo
- 2 [Black w] Water bottle
- 1 Compact tactical flashlight

CATEGORY: Part time [Bike] Bicycle Rider

- 1 Black helmet with white "POLICE" logo
- 1 Black BDU long pants
- 2 Pairs black bike short pants
- 2 Polo shirts

CATEGORY: Special Assignment Team

- 1 [Portable radio ear phone set per person * (subject to availability)] Wireless earpiece with push-to-talk feature
- 1 Compact rechargeable flashlight
- 1 Pair Steiner Police Model 10x50 Binoculars
- 1 Digital recording device
- 1 Aimpoint Micro T-1 red dot optic with standard mount
- 1 Tactical outer vest carrier

CATEGORY: Community Engagement Division

- 1 Black concealment holster
- 1 Black single magazine and handcuff case

CATEGORY: Range Staff

- 1 One piece winter suit
- 1 High visibility rain jacket and pants
- 4 Gray range pants
- 1 Pair heavy winter waterproof boots

CATEGORY: Other

- 2 MPO Rank insignia pins
- 2 P03 insignia pins
- 2 Sergeant insignia pins
- 3 Black Turtleneck shirts

[Exceptions to turtleneck:]

1. [Office of the Chief]
2. [Court Liaison]
3. [ISB except Forensic Services Section]

4. [MSB except:]
 - a. [Fleet Coordinator]
 - b. [Abandoned Motor Vehicle]
 - c. [Academy]

CATEGORY: Sworn Academy Instructor

- 2 Red Hoodie Sweatshirt
- 8 Red Short Sleeve T-shirt
- 4 Red Long Sleeve T-shirt
- 1 Red Winter Jacket

CATEGORY: Managed Search Operations Team

Centralized	Decentralized	
<u>1</u>	<u>1</u>	<u>24 Hour Backpack (NASAR Standard)</u>
<u>1</u>	<u>1</u>	<u>Gloves (Rappelling & Ropes)</u>
<u>1</u>	<u>1</u>	<u>Eye Protection</u>
<u>4</u>	<u>2</u>	<u>Golf Shirt</u>
4	2	[Green Combat Uniform Set]
<u>4</u>	<u>2</u>	<u>Performance Combat Pants, Crye Precision, OD Green</u>
<u>4</u>	<u>2</u>	<u>Performance Combat Long Sleeve Shirts, Crye Precision, OD Green</u>
<u>4</u>	<u>2</u>	<u>High Visibility Shirt</u>
<u>1</u>	<u>1</u>	<u>[Tactical Rain Gear Technical Performance Wet Weather Gear, Arcteryx or similar]</u>
<u>1</u>	<u>1</u>	<u>[Cold Weather Gear Technical Performance Cold Weather Gear, Arcteryx or similar]</u>
<u>1</u>	<u>1</u>	<u>Pair Salomon Quest 4D 2 GTX Boots (Replaced when they become unserviceable)</u>
[every year]	[every other year]	[Boot Allowance (Summer & Winter)]
<u>1</u>	0	<u>Thermal imager with helmet mount</u>
<u>1</u>	0	<u>Night Vision Binocular Goggles with Helmet Mount</u>
<u>1</u>	<u>1</u>	<u>Protective Bump Helmet</u>
1	0	[Night Vision Goggles]
1	0	[Thermal Imager]
<u>1</u>	<u>1</u>	<u>Rope Kit</u>
<u>1</u>	<u>1</u>	<u>Rappel Harness & Hardware w/ D Ring & Figure 8</u>
<u>4</u>	<u>4</u>	<u>Carabiners</u>
<u>1</u>	<u>1</u>	<u>Personal Flotation Device</u>
<u>1</u>	<u>1</u>	<u>Dry Suit</u>
<u>1</u>	<u>1</u>	<u>Dry Suit Liner</u>
<u>1</u>	<u>1</u>	<u>Gloves (Water)</u>
<u>1</u>	<u>1</u>	<u>Boots (Water)</u>
<u>1</u>	<u>1</u>	<u>Fins</u>
<u>1</u>	<u>1</u>	<u>Water Mask</u>
<u>1</u>	<u>1</u>	<u>Snorkel</u>
<u>1</u>	<u>1</u>	<u>Large Mesh Bag</u>
<u>1</u>	<u>1</u>	<u>Throw Bag (50-ft Water Rope)</u>

<u>1</u>	<u>1</u>	<u>Water Knife</u>
<u>1</u>	<u>1</u>	<u>Water Whistle</u>
<u>1</u>	<u>1</u>	<u>Mobile Phone</u>

CATEGORY: Emergency Services Unit

Centralized Medic [4]	Decentralized Medic [2]	Decentralized Operator [2]	
<u>4</u>	<u>2</u>		<u>[Green Combat Uniform Set]</u>
<u>4</u>	<u>2</u>		<u>Performance Combat Pants, Crye Precision, OD Green</u>
			<u>Performance Combat Long Sleeve Shirts, Crye Precision, OD Green</u>
<u>1</u>	<u>1</u>	<u>0</u>	<u>Knee/elbow pads</u>
<u>[Every Year]</u>	<u>[Every Other Year]</u>	<u>N/A</u>	<u>[Boot Allowance (Summer & Winter)]</u>
<u>1</u>	<u>1</u>	<u>0</u>	<u>Pair Summer Boots (every year centralized, every other year decentralized)</u>
<u>1</u>	<u>1</u>	<u>0</u>	<u>Pair Winter Boots (every year centralized, every other year decentralized)</u>
<u>1</u>	<u>1</u>	<u>0</u>	<u>Tactical Gloves</u>
<u>1</u>	<u>1</u>	<u>0</u>	<u>Green Nomex Jumpsuit with Gloves</u>
<u>1</u>	<u>1</u>	<u>1</u>	<u>Ballistic Helmet</u>
<u>1</u>	<u>1</u>	<u>0</u>	<u>Ballistic Body Armor with carriers (SWAT Equivalent)</u>
<u>1</u>	<u>1</u>	<u>0</u>	<u>Helmet Mounted Light</u>
<u>1</u>	<u>1</u>	<u>0</u>	<u>Tactical Leg Holster</u>
<u>1</u>	<u>1</u>	<u>0</u>	<u>Protective Bump helmet</u>
<u>1</u>	<u>1</u>	<u>1</u>	<u>Tactical Rain Gear</u>
<u>1</u>	<u>1</u>	<u>0</u>	<u>Cold Weather Gear</u>
<u>1</u>	<u>1</u>	<u>0</u>	<u>Binoculars</u>
<u>1</u>	<u>1</u>	<u>0</u>	<u>Rappel Harness & Hardware with D Ring & Figure 8</u>
<u>1</u>	<u>1</u>	<u>0</u>	<u>Gas Mask w/ voice emitter</u>
<u>1</u>	<u>0</u>	<u>0</u>	<u>Full SCBA</u>
<u>1</u>	<u>1</u>	<u>1</u>	<u>SCBA Face Piece</u>
<u>1</u>	<u>1</u>	<u>1</u>	<u>Mobile Phone</u>
<u>1</u>	<u>1</u>	<u>0</u>	<u>2nd Portable Radio w/ dual comms & headset</u>
<u>1</u>	<u>1</u>	<u>0</u>	<u>Night Vision Goggles</u>
<u>1</u>	<u>1</u>	<u>0</u>	<u>Handgun Mounted Light</u>
<u>1</u>	<u>1</u>	<u>0</u>	<u>Tactical First Aid Bag (M-9 or Equivalent)</u>
<u>1</u>	<u>1</u>	<u>0</u>	<u>Woodlands Extended Operation Bag</u>
<u>1</u>	<u>1</u>	<u>0</u>	<u>Tactical Oxygen Bag</u>
<u>1</u>	<u>1</u>	<u>0</u>	<u>Tactical Litter (Foxtrot)</u>
<u>1</u>	<u>0</u>	<u>0</u>	<u>Patient Litter (Sked/Reeves)</u>

CATEGORY: Firearms Investigation Unit

<u>1</u>	<u>Rifle Plates and Carrier</u>
----------	---------------------------------

CATEGORY: Vehicle Recovery Section

* * *

IN WITNESS WHEREOF, the parties hereto have caused their names to be subscribed by their duly authorized officers and representatives this 26th day of March 2020.

Fraternal Order of Police
Montgomery County Lodge 35

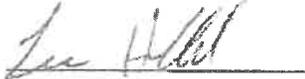
Montgomery County Government
Montgomery County, Maryland


Torrie Cooke
President

3/26/2020
Date


Marc Elrich
County Executive

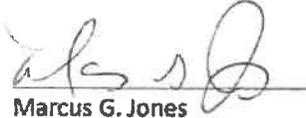
3/31/2020
Date


Lee Holland
Chief Negotiator

3/26/2020
Date


Andrew Kleine
Chief Administrative Officer

3/31/2020
Date


Marcus G. Jones
Police Chief

3/27/2020
Date


On behalf of Steven Sluchansky
Steven Sluchansky
Chief Labor Relations Officer

03/27/2020
Date

Approved for form and legality by:


Edward E. Haenftling, Jr.
Associate County Attorney

3/27/2020
Date

Approved for form and legality by:

Edward E. Haenftling, Jr.
Associate County Attorney

Date

Side Letter- Beards

January 17, 2020

This is to confirm an agreement that was reached during term bargaining for the contract that takes effect July 1, 2020. The parties have agreed to remove the beard prohibition in function code 410. All beards will be neatly trimmed and no longer than approximately ½ inch in length.

Fraternal Order of Police, Lodge 35, Inc:

Montgomery County, Maryland

By: Lee Holland
Chief Negotiator

Date

By: Steve Sluchansky
Chief Negotiator

Date

Approved for form and legality by:

Edward E. Haenftling, Jr.
Associate County Attorney

Date

MEMORANDUM OF UNDERSTANDING
BETWEEN
MONTGOMERY COUNTY GOVERNMENT
AND
FRATERNAL ORDER OF POLICE
MONTGOMERY COUNTY LODGE 35, INC.

The Montgomery County Government ("County") and the Fraternal Order of Police Montgomery County Lodge No. 35, Inc. ("FOP"), January 23, 2020 Memorandum of Understanding regarding the issuance of the Blackberry PDA and cell phone devices.

1. These devices are issued serialized equipment. Devices may be stored in a secure lockable area of the vehicle when not in use.
2. The primary purpose of the device is for work related communication. Members will be available by their county issued cellular device while on duty, and non-county issued devices shall not be used for work purposes unless in an exigent circumstance. The device shall not be routinely used as a personal communication device (phone calls only).
3. In addition to on-duty availability, members will carry their county issued cellular device while operating a county vehicle or working uniformed secondary employment. The device must be powered on while working uniformed secondary employment. If at any time while bargaining unit members are operating a county vehicle while off duty and there is a radio system outage, bargaining unit members will power on the device to serve as emergency communication.
4. International usage, and/or travel outside the continental United States requires approval of the Assistant Chief, Management Services Bureau.
5. Unit members will be provided the necessary equipment to ensure the devices are hands free while driving. Unit members will also be provided all necessary equipment to charge the device in the department issued vehicle.
6. The use of the devices GPS, or other location tracking software, shall be used for operational purposes (e.g., lost device, Officer safety, etc.) and shall not be the sole basis for discipline.
7. The downloading of ringtones, games, automatic message alerts and other software or applications not approved by the employer is prohibited. All devices will be managed by the County's' device management software.
8. All content on the device, including data that may be stored remotely, may be subject to Public Information Act requests and discovery.
9. Employees who are granted the use of the County cellular device while out of the country will not be responsible for cost of usage. Employees may be billed only for actual costs incurred by the employer for use of the device which can be determined to be non-work related. The employer bears the burden to demonstrate a financial loss before pursuing reimbursement from an employee. The County shall provide prompt notification to the employee of any billing for personal use that increased costs to the employer. The notice shall specify the amount, the total of the usage, corresponding dates and copies of all documents used to demonstrate any financial loss.

10. Any disciplinary action taken by the employer shall be in accordance with Article 43 of the Collective Bargaining Agreement.

Fraternal Order of Police, Lodge 35, Inc:

Montgomery County, Maryland

By: Lee Holland Date
Chief Negotiator

By: Steve Sluchansky Date
Chief Negotiator

Approved for form and legality by:

Edward E. Haenftling, Jr. Date
Associate County Attorney

MEMORANDUM OF AGREEMENT
BETWEEN
MONTGOMERY COUNTY GOVERNMENT
AND
FRATERNAL ORDER OF POLICE
MONTGOMERY COUNTY LODGE 35, INC.

- 1.) In the event of a death of an active bargaining unit member, the Employer and FOP Lodge 35 will work cooperatively with the member officer's family on arrangements concerning the member's funeral arrangements and benefits. FOP Lodge 35 will assign a representative who will meet with the employer and the family.

- 2.) The Employer (at least one representative of the Police Department and at least one representative of the Office of Human Resources) and FOP Lodge 35 will meet as soon as practicable, but no later than 48 hours after the death of an employee.

Fraternal Order of Police, Lodge 35, Inc:

Montgomery County, Maryland

By: Lee Holland Date
Chief Negotiator

By: Steve Sluchansky Date
Chief Negotiator

Approved for form and legality by:

Edward E. Haenftling, Jr. Date
Associate County Attorney

MEMORANDUM OF AGREEMENT
BETWEEN
MONTGOMERY COUNTY GOVERNMENT
AND
FRATERNAL ORDER OF POLICE
MONTGOMERY COUNTY LODGE 35, INC.

- 1) Definition: The department-issued electronic control weapon (ECW), is a less-lethal weapon which utilizes neuro-muscular incapacitation technology to temporarily incapacitate an individual in order to enable officers to gain control and/or custody of that person.

- 2) Eligibility: For purposes of ECW issuance, assignments which are considered to routinely involve public contact are the following:
 - A) Uniform Patrol
 - B) Community Engagement Division
 - C) Community Services Officers
 - D) Canine Unit
 - E) Traffic Division
 - F) District Community Action Team (DCAT)
 - G) School Resource Officers

- 3) Order of issuance: All officers hired after January 1, 2020, shall be provided training and be issued an ECW. The issuance of ECW's to bargaining unit members is dependent upon availability. The department will then seek volunteers by seniority, and priority placement will be given to officers in assignments which routinely involve public contact. If there are no volunteers, then issuance will be made in order of inverse seniority within the Patrol Services Bureau, then to other eligible positions that routinely involve public contact. Officers who are transferred into an assignment which does not involve routine public contact may be asked to return their ECW if additional units are needed. All officers will be provided training prior to the initial issuance of a device, and officers shall be required to re-certify as required by department policy.

- 4) Requirement to carry: Officers who are issued an ECW shall wear and carry their ECW whenever they are working in a uniformed capacity, to include secondary employment.

Fraternal Order of Police, Lodge 35, Inc:

Montgomery County, Maryland

By: Lee Holland
Chief Negotiator

Date

By: Steve Sluchansky
Chief Negotiator

Date

Approved for form and legality by:

Edward E. Haenftling, Jr.
Associate County Attorney

Date

MEMORANDUM OF AGREEMENT
BETWEEN
MONTGOMERY COUNTY GOVERNMENT
AND
FRATERNAL ORDER OF POLICE
MONTGOMERY COUNTY LODGE 35, INC.

The parties have agreed the current manufacturer and specifications list for off-duty and backup handguns is as follows:

Manufacturers: Glock
 Smith & Wesson
 Heckler and Koch
 Sig Sauer
 Beretta
 Kahr
 Springfield Armory

Type: Semi-automatic pistol

Action: Double action only, (Safe Action, LEM, DAK, or equivalent)

Caliber(s): 9mm, .40 caliber, or .45 caliber

Safety: No manual/external safety or decocking lever. This does not include "passive" safeties such as the trigger safeties on Glock and Smith & Wesson M&P series pistols, or a grip safety.

Trigger pull: 8lb minimum (unless previously agreed upon prior to July 1, 2020)

Finish: Subdued Black or Dark Gray

Magazines: Extended magazines are not permitted. Magazines will be standard/factory issue and must be the ones specified for that particular weapon. This does not preclude using a larger capacity magazine of the same caliber (i.e., a Glock 17 or 19 magazine in a Glock 26).

Fraternal Order of Police, Lodge 35, Inc: Montgomery County, Maryland

By: Lee Holland Date
Chief Negotiator

By: Steve Sluchansky Date
Chief Negotiator

Approved for form and legality by:

Edward E. Haenftling, Jr. Date
Associate County Attorney

MEMORANDUM OF AGREEMENT
BETWEEN
MONTGOMERY COUNTY GOVERNMENT
AND
FRATERNAL ORDER OF POLICE
MONTGOMERY COUNTY LODGE 35, INC.

PERSONAL PURCHASE RIFLE PROGRAM

Section B. Authorized Manufactures

Rifles produced by the following manufacturers are approved to be carried by bargaining unit members as on-duty rifles:

- 1) Colt
- 2) Aero Precision
- 3) LMT (Lewis Machine and Tool)
- 4) Spikes Tactical
- 5) Daniel Defense
- 6) LWRC (Land Warfare Resources Corporation)
- 7) BCM (Bravo Company Manufacturing)
- 8) Smith & Wesson
- 9) Windham Weaponry
- 10) Rock River Arms
- 11) Knights Armament
- 12) Sig Sauer
- 13) Sturm Ruger

Each Personal Purchase Rifle must pass a series of protocols and testing that is recommended and approved by both the PSTA Firearms Range Staff and the JHSC prior to them being approved to be carried by bargaining unit members as on-duty rifles. Testing will be scheduled through, and conducted by, the PTSA Firearms Range Staff and will not be unreasonably delayed. Additional manufacturers may be added to this list by mutual agreement of the parties upon recommendation by the JHSC.

Section C. Rifle Specifications

Rifles purchased under this program must be from a manufacturer listed in Section B, and must meet the following specifications:

Platform: AR-15 Rifle system, assembled by gun manufacturer as one complete weapon. No individually built weapons.

Color: Black to include handguards, stock & accessories

Operating system: Direct impingement/Gas Piston

Caliber: .223 or 5.56mm

Chamber: 5.56mm NATO

Barrel: Minimum 16" w/permanent flash hider. Heavy barrel or step-cut barrel acceptable.

Stock: Collapsible or fixed.

Sights: Metal (e.g. iron, steel, aluminum) sights required, Fixed or flip up.

Firing system: Semi-automatic only.

Rifling: 1/7 – 1/9 twist

Trigger: Standard factory installed / law enforcement trigger. No match triggers.

Optics: An optical sight from the approved list of rifle optics is recommended for the rifle for duty use and training.

Flashlight: A rifle mounted flashlight that can be activated / deactivated with one digit is required to be mounted on the gun for duty use and training.

Fraternal Order of Police, Lodge 35, Inc: Montgomery County, Maryland

By: Lee Holland
Chief Negotiator

Date

By: Steve Sluchansky
Chief Negotiator

Date

Approved for form and legality by:

Edward E. Haenftling, Jr.
Associate County Attorney

Date

MEMORANDUM OF AGREEMENT
BETWEEN
MONTGOMERY COUNTY GOVERNMENT
AND
FRATERNAL ORDER OF POLICE
MONTGOMERY COUNTY LODGE 35, INC

Pursuant to Article 14 of the collective bargaining agreement, the parties agree to the following regarding personal days:

1) Members who are hired after the beginning of the first full pay period of the calendar year shall receive personal days as follows:

- a) If hired from the 1st through the 8th pay period - four personal days
- b) If hired from the 9th through the 14th pay period – three personal days
- c) If hired from the 15th through the 21st pay period– two personal days
- d) If hired from the 22nd through the 26th pay period– one personal day

2) POC's hired after July 1 of any calendar year may request to carry over any unused personal days for the next leave year.

Fraternal Order of Police, Lodge 35, Inc:

Montgomery County, Maryland

By: Lee Holland
Chief Negotiator

Date

By: Steve Sluchansky
Chief Negotiator

Date

Approved for form and legality by:

Edward E. Haenftling, Jr.
Associate County Attorney

Date

MEMORANDUM OF AGREEMENT
BETWEEN
MONTGOMERY COUNTY GOVERNMENT
AND
FRATERNAL ORDER OF POLICE
MONTGOMERY COUNTY LODGE 35, INC.

Pursuant to Article 7 and Appendix H of the collective bargaining agreement, the parties agree to the following regarding mandatory security awareness training:

- 1) The Employer shall dedicate one day a month for unit members to complete the mandatory security awareness training. If a member misses the dedicated training day, their supervisor will ensure that the training is completed as soon as practicable upon their return to work. Unit members may choose to complete the training on their own during working hours.
- 2) Members on leave for an extended period of time shall complete the mandatory security awareness training for the months in which they work.
- 3) The Employer shall notify the unit member and FOP in writing prior to a bargaining unit member having their computer access suspended for failing to complete the mandatory security awareness training.
- 4) Any disciplinary action taken by the Employer shall be in accordance with Article 43 of the collective bargaining agreement.
- 5) Supervisors will be provided a method of tracking member compliance.

Fraternal Order of Police, Lodge 35, Inc:

Montgomery County, Maryland

By: Lee Holland Date
Chief Negotiator

By: Steve Sluchansky Date
Chief Negotiator

Approved for form and legality by:

Edward E. Haenftling, Jr. Date
Associate County Attorney

MEMORANDUM OF AGREEMENT
BETWEEN
MONTGOMERY COUNTY GOVERNMENT
AND
FRATERNAL ORDER OF POLICE
MONTGOMERY COUNTY LODGE 35, INC.

The parties have agreed to amend the collective bargaining agreement to read as follows:

Article 35, Section B.1. is amended to read as follows: "Vehicles assigned to unit members whose domicile is in Montgomery County shall be defined as PPVs and be full-use vehicles within fifteen (15) miles of the County's borders. All benefits, rules, and regulations which apply to PPVs shall apply to these vehicles. Unit members whose domicile is within fifteen (15) miles of the County's border shall have "to and from" use of their assigned vehicle to their domicile. An officer whose domicile is outside, but near, the fifteen-mile limit from the County's border may be granted permission, at the sole discretion of the chief administrative officer, or designee, to drive his/her assigned vehicle "to and from" his/her domicile. Use of vehicles outside of Montgomery County will be restricted to the Maryland borders except for the use determined by Article 15, Section H. (The fifteen (15) miles will be pursuant to the 1997 map, agreed to by the parties.)"

The parties agree to a six (6) month trial period, to begin July 1, 2020 and conclude Dec. 31, 2020. The parties will work together to determine the structure of the trial period. The trial period may be extended by the parties if additional analysis is determined to be needed. Upon completion of the trial period, the amended Article 35 Section B.1 will be fully implemented or be subject to a reopener pursuant to Article 31, Section A., should the program create an undue burden on the Employer.

If the parties agree, Article 35, Section B.1; shall be amended upon full implementation.

Fraternal Order of Police, Lodge 35, Inc:

Montgomery County, Maryland

By: Lee Holland
Chief Negotiator

Date

By: Steve Sluchansky
Chief Negotiator

Date

Approved for form and legality by:

Edward E. Haenftling, Jr.
Associate County Attorney

Date

Resolution No.: _____
Introduced: April 14, 2020
Adopted: _____

**COUNTY COUNCIL
FOR MONTGOMERY COUNTY, MARYLAND**

Lead Sponsor: County Council

SUBJECT: Collective Bargaining Agreements with Municipal & County Government Employees Organization

Background

1. Section 511 of the County Charter authorizes the County Council to provide by law for collective bargaining, with arbitration or other impasse resolution procedures, with authorized representatives of County Government employees.
2. Chapter 33, Article VII of the County Code implements Section 511 of the Charter and provides for collective bargaining by the County Executive with the certified representatives of County employees and for review of the resulting contract by the County Council.
3. On March 31, 2020, the County Executive submitted to the Council a collective bargaining agreement between the County government and Municipal and County Government Employees Organization effective July 1, 2020 through June 30, 2023. A copy of the Agreement is attached to this Resolution.
4. The Executive has submitted to the Council the terms and conditions of the Agreements that require or may require an appropriation of funds or changes in any County law or regulation for FY2021.
5. The County Council is tentatively scheduled to consider the Agreement and make recommendations on April 23, 2020.
6. The County Council is required by law to indicate on or before May 1 its intention regarding the appropriation of funds or any legislation or regulations required to implement the agreements unless the Council extends the date.

Action

The County Council for Montgomery County, Maryland approves the following resolution:

The County Council intends to approve/reject the following provisions for FY2021:

1. 1.25% general wage adjustment payable on the first pay period after October 1, 2020.
2. 3.5% service increments for all eligible bargaining unit members on their anniversary date.
3. 1.25% service increment for all eligible bargaining unit members who were eligible to receive a service increment in FY11 when the Council did not approve any FY11 wage increases for any County employees in May 2010.
4. Longevity step increment of 2.5%, 3%, or 3.5% for eligible bargaining unit members.
5. A \$1000 lump sum payment on July 1, 2019 for each member who is not eligible for a service increment in FY21.
6. An increase in shift differential based on shift time for employees who must work shifts beginning after noon or later.
7. Increase in classifications eligible for field training differential pay.
8. An increase to the Get-in Program Transit Subsidy from \$75/month to \$265/month for all unit members.
9. An increase in the meal allowance from \$10 to \$15.
10. Tuition Assistance overall maximum increases from 50% to 65% of unallocated funds.
11. Adjustments to the requirements for Holiday Pay.
12. Installation of cameras, intercom, and card readers at Seven Locks Road Detention Center.
13. Raise funding for Labor Management Relations Committee from \$100,000 to \$150,000.
14. Additional military service credit for Group E retirement plan participants.
15. Additional \$0.50 per hour for seasonal employees.
16. Adding positions in DOCR to Group E in the defined benefit retirement plan and the DROP.
17. Increase the County contribution from 8% of salary to 9% of salary for RSP and GRIP participants.
18. Additional 1% service increment for employees not in any County Retirement Plan with the excess over maximum to be a lump sum.

19. New sick leave payout program for employees who leave service.
20. Increase uniform allowance for certain DOCR employees.
21. Additional ½ hour pay for DOCR Resident Supervisors.
22. New \$1500 stipend for HHS employees in Crisis Center.
23. Increase boot reimbursement from \$145 to \$200 for Highways Services workers.
24. Increase uniforms for DPS employees.
25. \$200 shoe allowance annually for Fleet Services employees in DGS.
26. Reduce the employee contribution by 1% for employees in Groups A, E, H, & J in the defined benefit plans.
27. Eliminate certain income offsets to disability pension payments for employees in the RSP or GRIP.
28. Increase the age retirement benefits must begin from 70 1/2 to 72 to mirror Federal tax law changes.
29. Restrict the use of temporary employees and establish a new prohibited practice charge concerning the County's use of temporary employees.
30. Group insurance provisions requiring a larger County share of costs than currently provided.

This is a correct copy of Council action.

Selena Mendy Singleton, Esq., Clerk of the Council

F:\LAW\TOPICS\Collective Bargaining\21colbar\MCGEO\Resolution-FY21-MCGEO V2.Docx



OFFICE OF THE COUNTY EXECUTIVE
ROCKVILLE, MARYLAND 20850

Marc Elrich
County Executive

MEMORANDUM

TO: Sidney Katz, President
Montgomery County Council

FROM: *Ander Klein for*
Marc Elrich, County Executive

DATE: March 27, 2020

SUBJECT: Memorandum of Agreement between the County and MCGEO

I have attached for the Council's review the agreement resulting from the recent negotiations between the Montgomery County Government and the Municipal & County Government Employees Organization/United Food and Commercial Workers Union, Local 1994 (MCGEO). The agreement reflects the changes that will be made to the existing Collective Bargaining Agreement. The agreement is effective July 1, 2020 through June 30, 2023.

I have also attached a summary of the agreed upon items as well as a copy of the fiscal impact statement referenced in the Workforce/Compensation chapter of my budget to assist in Council's review of the document. The items will take effect for the first time in FY2021 and have a fiscal impact in FY2021, FY2022, and FY2023.

ME:snb

Attachment

c: Berke Attila, Director, Office of Human Resources
Richard S. Madaleno, Jr., Director, Office of Management and Budget
Steven Sluchansky, Chief Labor Relations Officer
Marc Hansen, County Attorney, Office of the County Attorney

Summary of Proposed Labor Agreement with MCGEO Effective FY 2021

No.	Article	Subject	Summary of Change	Requires Appropriation of funds	Present or Future Fiscal Impact	Requires Legislative Change	Requires Regulation Change	Notes
1	5.2(a)	Wages	1.25% GWA for all unit members effective first full pay period after October 1, 2020; 1.25% GWA, plus 1.0% base adjustment for members Not participating in County or State retirement plan, up to max; excess above max paid as lump sum.	Yes	Yes	No	No	See Fiscal Impact Statement
2	5.2(a)	Wages	The parties agree to a wage reopener for FY22 and FY23.	Yes	No	No	No	
3	5.2(a)	Wages	Classification and market comparability wage adjustments for the following job classifications by July 1, 2021: Bus Operator, Transit Coordinator, Nurse, Latent Print Examiner, Senior Latent Print Examiner, Fire Arm Examiner, Forensic Specialist, Forensic Scientist, Senior Forensic Scientist.	No	No	No	No	
4	5.2(b)	Wages	All previously postponed GWA's will Not be paid in FY21.	No	Yes	No	No	See Fiscal Impact Statement
5	5.2(c)	Wages	Unit members Not eligible to receive a full 3.5% service increment in FY21 will, on their Normal increment date, be moved to the salary max and paid a lump sum, if necessary, so that the total of the salary increase to the max and a lump sum payment equals \$1,000. Subject to applicable limits, employees may elect to contribute this lump sum payment in their existing or newly-opened deferred compensation account.	Yes	Yes	No	No	See Fiscal Impact Statement
6	5.3(a)	Shift Differential	Effective the first full pay period following July 1, 2020, employees shall receive one dollar and forty-two cents (\$1.42) for each hour worked on a work shift that begins on or after 12:00 Noon and prior to 7:59p.m., and one dollar and eighty-seven cents (\$1.87) for each hour worked on a shift that begins on or after 8:00 p.m. and before 5:59 a.m. Overtime hours worked during the above prescribed shifts shall be paid the differential.	Yes	Yes	No	No	See Fiscal Impact Statement
7	5.4(g)	Multilingual Pay Differential	County-wide LMRC shall review multilingual skill needs and current multilingual pay status. Proposal to be presented to CAO for FY22 budget or, if no agreement by January 1, 2021, the issue will be subject to impasse resolution.	No	No	No	No	

(B-5)

Summary of Proposed Labor Agreement with MCGEO Effective FY 2021

No.	Article	Subject	Summary of Change	Requires Appropriation of funds	Present or Future Fiscal Impact	Requires Legislative Change	Requires Regulation Change	Notes
8	5.17(a)	General Emergency Pay	The County recognizes that employees should be compensated based on the duration of the declared general emergency and that these emergencies can occur outside of Normal business hours.	No	No	No	No	
9	5.17(c)	General Emergency Pay	The CE or CAO should attempt to give employees the earliest Notice of whether a general emergency or liberal leave period will be declared.	No	No	No	No	
10	5.17(d)	General Emergency Pay	Whenever the County closes government facilities, without declaring a general emergency due to emergency conditions, including evenings, nights, weekends, and delayed openings, essential employees required to work during this period shall receive twice their regular hourly rate for all hours that County facilities are closed.	No	No	No	No	Emergency pay is Not appropriated or estimated as part of the budget.
11	5.22	Field Training Pay Differential	Effective the first full pay period following July 1, 2020, Bus Operators, Police Telecommunicators, Correctional Officers, Deputy Sheriffs, Community Health Nurses, School Health Room Technicians, Forensic Scientists, Forensic Specialists, Forensic Firearms/Toolmark Examiners, Latent Print Examiners, and Housing Code Inspectors who have completed trainer training and are assigned to train new unit members shall receive a field training pay differential of \$3.25 for each hour of training.	Yes	Yes	No	No	See Fiscal Impact Statement
12	5.24	Meal Allowance	A meal allowance of up to fifteen dollars (\$15.00) will be paid when the conditions set forth in Article 5.24(a) - (e) are met.	Yes	Yes	No	No	See Fiscal Impact Statement
13	5.24(f)	Meal Allowance	During a general emergency, departments will provide meals. In instances when a meal can not be provided or communicated dietary restrictions Not accommodated, a meal allowance will be provided.	No	No	No	No	
14	5.26 (B-G)	Personal Vehicle Mileage Reimbursement	All bargaining unit members who are required to use their personal vehicles will be reimbursed mileage in accordance with Administrative Procedure No. 1-5, Local Travel Guidelines. However, employees will be reimbursed at the prevailing IRS reimbursement rate.	No	No	No	No	No change in practice; recognizing current IRS rate.

Summary of Proposed Labor Agreement with MCGEO Effective FY 2021

No.	Article	Subject	Summary of Change	Requires Appropriation of funds	Present or Future Fiscal Impact	Requires Legislative Change	Requires Regulation Change	Notes
15	5.31	Get-In Program Transit Subsidy	Employees shall be eligible to receive a monthly discount/rebate of \$265.00 for public transportation, commuter rail or van pools.	Yes	Yes	No	No	See Fiscal Impact Statement
16	6.1(c)	Service Increments	Bargaining unit members shall receive 3.5% service increments, in accordance with Section 6.1, in FY21, FY22, and FY23	Yes	Yes	No	No	See Fiscal Impact Statement
17	9.9	Classification Issues	Each bargaining unit member whose position is reclassified upward, or whose job class is reallocated upward, will receive increases as provided in Section 5.14 - Salary on Promotion. This increase from an upward reclassification will Not trigger a wage equity review.	No	No	No	No	
18	3.1, 3.2, and 3.3	Union Dues	Adjustment to the language requiring the payment of Union dues and fees to bring in compliance with the Supreme Court of the United States' decision in JANUS v. AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES, COUNCIL 31.	No	No	?	?	
19	4.2, 4.5	Voluntary Checkoff of Union Fees and Deductions	Adjustment to the language requiring the collection of Union dues and fees to bring in compliance with the Supreme Court of the United States' decision in JANUS v. AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES, COUNCIL 31.	No	No	?	?	
20	10.6(a), (d)	Grievance Procedure	Adjustment of reference to Office of Human Resources to become reference to Office of Labor Relations.	No	No	No	No	
21	10.12(a)	ADR Processes	Adjustment of reference to Office of Human Resources to become reference to Office of Labor Relations; additional presentation time provided for termination cases; establishes 10-day deadline for issuing a Notice of Disciplinary Action.	No	No	No	No	
22	10.13	Mediation/Facilitation	Adjustment of reference to Office of Human Resources to become reference to Office of Labor Relations.	No	No	No	No	
23	13.2(d) (B-7)	Work Day and Work Week	General emergency rest accommodation and provision of sleeping accommodations for employees required to work overnight or extended hours or are unable to leave the work location due to a general emergency.	No	No	No	No	

Summary of Proposed Labor Agreement with MCGEO Effective FY 2021

No.	Article	Subject	Summary of Change	Requires Appropriation of funds	Present or Future Fiscal Impact	Requires Legislative Change	Requires Regulation Change	Notes
24	14.6(b)	Scheduling Annual Leave	Consideration of child and dependent care needs during a general emergency, including when assessing absenteeism and discipline.	No	No	No	No	
25	18.7	Paid Parental Leave Study Group	Creation of a study group to review best practices and potential fiscal impact of implementing paid parental leave. By no later than February 1, 2021, if it is mutually agreeable to do so, the parties shall submit legislation to the County Council to provide paid parental leave to employees.	No	No	No	No	
26	20.7	Premium Pay for Holiday Work	Add to the designation of "work day," as referenced in sections 20.7(a)(1), (3), and (b)(3), a twelve (12)-hour work shift. (i.e. "8, 10, or 12 hours, as applicable").	No	No	No	No	
27	21.10, (f)	Tuition Assistance	Employee Tuition Assistance Program maximum annual payable allowance limits shall be \$2,130 for FY21, \$2,200 for FY22, and \$2,300 for FY23. For each FY, 65% of tuition assistance funding, Not including tuition assistance funds for other bargaining units, shall be allocated to eligible unit members.	No	No	No	No	No change in current funding required, only adjusts internal allocations.
28	21.22	Health Benefit Fund Reserve	Agreement that a portion of the Employee Health Benefit Fund should be maintained as a reserve to ensure the payment of health benefit related expenditures; collaboration with IAFF and FOP to enact a reserve fund balance policy by January 2021.	No	No	No	No	
29	23.3	Acting Pay	Employees formally assigned to a higher classified job shall be paid an hourly differential of five dollars (\$5.00) for all hours worked in the higher classification.	No	No	No	No	Clarification of practice, impact difference indeterminate
30	28.4	Disciplinary Actions	An immediate or higher level supervisor may be delegated the authority to immediately relieve an employee from duty with pay (delete "without pay") Notwithstanding other provisions of the Agreement.	No	No	No	No	
31	29.2 (8-8)	Departmental LMRCs	Adjustment of reference to Office of Human Resources to become reference to Office of Labor Relations; safety and security as standing item on all departmental LMRC agendas; requirement to identify individuals for each departmental LMRC to serve as point-of-contact for safety and security concerns.	No	No	No	No	

Summary of Proposed Labor Agreement with MCGEO Effective FY 2021

No.	Article	Subject	Summary of Change	Requires Appropriation of funds	Present or Future Fiscal Impact	Requires Legislative Change	Requires Regulation Change	Notes
32	29.4(b), (d)	County-wide LMRC	Additional \$50,000 budgeted to LMRC in FY21 for uniform, equipment, and facility issues; annual allocation of \$125,000 beginning in FY22; Safety and security as a standing topic on County-wide LMRC agenda; Core training topics to be discussed by County-wide LMRC.	Yes	Yes	No	No	See Fiscal Impact Statement
33	29.7	Work-life and Green Initiative Subcommittee	Creation of LMRC sub-committee to examine development and implementation of work-life and green initiatives to reduce County's carbon footprint.	No	No	No	No	
34	32.5(h)(2)	Uniforms for Employees	Uniforms will now be provided to Community Contract/Resident Supervisors (in addition to Correctional and Rehabilitation civilians).	Yes	Yes	No	No	See Fiscal Impact Statement
35	33.4	Light Duty	County-wide LMRC shall review the practices of the workers' compensation vendor and the light duty program.	No	No	No	No	
36	34.10(a), (c)	Safety and Health	County to ensure unit members have appropriate equipment, active shooter training, and timely communication of worksite safety policy.	No	No	No	No	
37	34.13(c)	Training	County to provide in-clement weather and emergency condition training.	No	No	No	No	
38	39.1(c)	Notice of Work Rule Change	Departments will document all department policies, provide a copy to all employees, and communicate changes in a timely manner. Departments are encouraged to maintain their policies to ensure that they are current and applicable.	No	No	No	No	
39	39.9	Essential Status	Notification of "essential employee" designation at time of hire, transfer, promotion, or upon request; 30 days Notice if status changes from "Non-essential" to "essential."	No	No	No	No	
40	42	Duration	This Agreement shall become effective July 1, 2020 and terminate June 30, 2022. Renegotiation of this Agreement shall begin no later than November 1, 2022, except as otherwise provided herein, and shall proceed pursuant to the County Collective Bargaining Law.	No	No	No	No	
41	44.11	Non-Public Safety Retirement Plans; Cash Value of Sick Leave	RSP or GRIP participants shall receive lump sum or retirement contribution of \$5,000 if have 10 years of service and 120 hours of sick leave or \$10,000 if have 20 years of service and 240 hours of sick leave upon separation from the County.	Yes	Yes	No	No	See Fiscal Impact Statement

Summary of Proposed Labor Agreement with MCGEO Effective FY 2021

No.	Article	Subject	Summary of Change	Requires Appropriation of funds	Present or Future Fiscal Impact	Requires Legislative Change	Requires Regulation Change	Notes
42	44.12	Non-Public Safety Retirement Plans; Investment Options	Support for broadening of RSP, DROP, and deferred compensation plans by offering unitization of ERS; additional retirement education to be made available; consideration of GRIP reopener if Board of Investment Trustees does Not offer unitization and IRS issues favorable GRIP re-opener ruling.	No	No	No	No	
43	52.2(c)	Climate/Culture Surveys	Delete reference to pilot program, making climate/culture survey program permanent.	No	No	No	No	
44	52.3	Conflict Facilitation Process	Adjustment of reference to Office of Human Resources to become reference to Office of Labor Relations.	No	No	No	No	
45	53.1(b),(c)	Substitute, Seasonal, and Temporary Employees; Wages	Seasonal employees on the Seasonal Salary Schedule who do not encumber OPT/SLT unit positions shall receive a fifty cent (\$0.50) an hour adjustment effective the first full pay period after the first full pay period after July 1, 2020 or the Montgomery County minimum wage, whichever is greater. The parties agree to resolve the wage compression issues in the current Seasonal Salary Schedules by no later than August 1, 2020.	Yes	Yes	No	No	See Fiscal Impact Statement
46	53.2	Substitute, Seasonal, and Temporary Employees; Union Security	Qualified substitute, seasonal, and temporary employees may elect to pay a service fee, consistent with the provisions of Article 3, Union Dues, and Article 4, Voluntary Checkoff of Union Fees and Deductions, of this Agreement.	No	No	No	No	
47	53.4	Substitute, Seasonal, and Temporary Employees; ADR	Adjustment of reference to Office of Human Resources to become reference to Office of Labor Relations.	No	No	No	No	
48	53.6(a) - (e)	Substitute, Seasonal, and Temporary Employees; Use of Temporary Employees Bargaining Unit Members	Establishment of parameters for use of temporary workers; requirement to provide a temporary worker report to Union by July 1 of each year.	No	No	No	No	
(B-10) 49	55(5), (6)	Cost Efficiency Study Group	The Cost Efficiency Study Group will make the County security workforce a priority item for review and will evaluate the minimum staffing levels for essential employees during a general emergency.	No	No	No	No	

Summary of Proposed Labor Agreement with MCGEO Effective FY 2021

No.	Article	Subject	Summary of Change	Requires Appropriation of funds	Present or Future Fiscal Impact	Requires Legislative Change	Requires Regulation Change	Notes
50	APPX.I(u)(1)	OPT UNIT-SHERIFFS	The development of a joint recommendation to the County Executive to issue taser to all Deputies will be referred to the Department LMRC.	No	No	No	No	
51	APPX.II(e) - (f)	OPT UNIT-DHHS	Referral of multiple topics to Department LMRC and Department Division LMRCs; creation of annual stipend of \$1,500 for therapists, behavioral health associate counselors, and behavioral health technicians at the Crisis Center.	Yes	Yes	No	No	See Fiscal Impact Statement
52	APPX.III(b)	DEPARTMENT OF POLICE; Crossing Guards	The County will no longer provide each Crossing Guard with neckties, except to members of the hoNor guard; refersummer-weight uniform to the departmental LMRC.	No	No	No	No	
53	APPX.III(c)(1)	DEPARTMENT OF POLICE; Forensics	Mileage parameters for Department vehicles referred to Department LMRC; elimination of 4-10 schedule referral to Department LMRC.	No	No	No	No	
54	APPX.III	DEPARTMENT OF POLICE; Police Service Assistants, Emergency Communications Center, Public Safety Training Academy, Animal Services, and Security Services	Modification of topics referred to Department LMRC and Department Division LMRCs; SWAT security study and assessment of all stations by December 31, 2020; FTO pay for Animal Services employees.	No	No	No	No	
55	APPX.IV.(h)(5)	OPT UNIT - DOOCR; Voluntary and Involuntary Overtime	Department bargaining unit employees within Retirement Group E shall receive thirty (30) minutes of straight time for each shift worked in addition to the regular eight (8)-hour tour of duty, and shall Not be permitted to leave the facility during the lunch break. Employees on special assignment in the administrative areas and who are permitted to leave the premises for lunch shall Not receive the thirty (30)-minutes of straight time on any day s/he is so assigned.	Yes	Yes	No	No	See Fiscal Impact Statement; no change for existing Group E members, ackNOWLEDges inclusion of add'l job class in Group E
56	APPX.IV.(l)	OPT UNIT - DOOCR; DOOCR CHN and LPN Items	Uniform allowance increase from \$250 to \$375; implementation of nurse classification identification system.	Yes	Yes	No	No	See Fiscal Impact Statement
57	APPX.IV. (v)	OPT UNIT - DOOCR; Resident Supervisor Uniforms	Current and new Resident Supervisor provided uniforms; shoe allowance of \$145; cleaning services referred to Department LMRC.	Yes	Yes	No	No	See Fiscal Impact Statement

Summary of Proposed Labor Agreement with MCGEO Effective FY 2021

No.	Article	Subject	Summary of Change	Requires Appropriation of funds	Present or Future Fiscal Impact	Requires Legislative Change	Requires Regulation Change	Notes
58	APPX.V	OPT/SLT Units - ALCOHOL BEVERAGES SERVICES (ABS)	Adjustment of agency title from "Department of Liquor Control" to "Alcohol Beverage Services"; refer application of discipline to Department LMRC; Agreement to enter MOU for "essential employee" policy for warehouse and store personnel.	No	No	No	No	
59	APPX.VI, (c)(5)	OPT/SLT Units - DEPARTMENT OF TRANSPORTATION (DOT); Highway Services	Department contribution of \$200 in FY21 for safety shoe purchase; procedure for receiving reimbursement.	Yes	Yes	No	No	See Fiscal Impact Statement
60	APPX.IX	Performance Planning and Evaluation Procedures for Bargaining Unit Employees	Add training for supervisors, managers, and unit members; establish procedure for mid-year performance review.	No	No	No	No	
61	APPX.X	DEPARTMENT OF PERMITTING SERVICES (DPS); DPS LMRC	Deletion of reference to voice recognition software pilot program; agreement to explore alternative/mobile workstations for Field Inspectors; referral of DPS vehicle needs to County-wide LMRC; additional uniform and equipment to be provided, with funding from LMRC if Department funds unavailable; incorporating hazardous materials awareness training for Code Enforcement Inspectors as part of safety awareness training.	No	No	No	No	
62	APPX.XI	DEPARTMENT OF TRANSPORTATION - DIVISION OF TRANSIT SERVICES; Attendance Policy	Replaces existing attendance policy with new uniform attendance policy for Bus Operators, Transit Coordinators and Motor Pool Attendants; \$250 bonus for unit members with perfect attendance for 6 months.	No	No	No	No	
63	APPX.XIII	DEPARTMENT OF PUBLIC LIBRARIES (DPL); LMRC	Referral of multiple topics to Department LMRC; requirement to copy Union representative on all incident reports; work-life issues to be referred to Department Director.	No	No	No	No	
64	APPX.XV	DEPARTMENT OF RECREATION (DOR); LMRC	Deletion of topics referred to the Department LMRC.	No	No	No	No	

Summary of Proposed Labor Agreement with MCGEO Effective FY 2021

No.	Article	Subject	Summary of Change	Requires Appropriation of funds	Present or Future Fiscal Impact	Requires Legislative Change	Requires Regulation Change	Notes
65	APPX.XX	DEPARTMENT OF GENERAL SERVICES (DGS); Appendix	Centralization of all building and maintenance issues in CBA to this Appx; County contribution of \$200 annually towards purchase of safety shows and procedure for reimbursement; codification of inclement weather policy previously agreed to in MOU.	No	No	No	No	
66	APPX.XXIV	CORE TRAINING PROGRAMS; County-wide LMRC	Referral of potential training topics to County-wide LMRC for ABS, DGS, DHCA, DPS, MC311, and Recreation.	No	No	No	No	
67	Side Letter	Art. 9 - Working Conditions	CDL physicals scheduling and light duty	No	No	No	No	
68	Side Letter	Art. 23 - Promotions	Addresses improvements to and transparency within the promotion process.	No	No	No	No	
69	MOU I	RE Equipment and Work Uniform-Related Issues to be Referred to the County-wide LMRC	Referral of equipment and uniform issues to the following Department LMRCs: DEP, DOT, DPS, FRS, DGS, Recreations, Police; creation of a County-wide LMRC subcommittee to address issues arising from move to Wheaton facility.	No	No	No	No	
70	MOU II	RE DPL Pilot Policy on Attendance	Establishes a 1-year pilot policy on employee attendance at Public Libraries.	No	No	No	No	
71	MOU III	RE Military Service and Bargaining Unit Employee Retirement	Requires legislation to adjust Military Service credit for retirement, up to a maximum of 48 months, 24 of which will be at no cost to the employee.	Yes	Yes	Yes	Yes	See Fiscal Impact Statement
72	MOU IV	RE Updating the Long-Term Disability Benefit for Participants of the RSP and GRIP	Requires legislation to update the Long-Term Disability benefit to change the basic benefit percentage, the definition of disability, the age at which payment ends, eligibility, and offsets.	No	No	Yes	Yes	Fiscal impact to be determined by actuarial valuation for FY22
73	MOU V	RE Temporary Positions	Requires review of temporary positions and modification of position to permanent if certain criteria are met; requires a temporary employee report to the Union.	No	Yes	Yes	No	Fiscal impact indeterminate

(B-13)

Summary of Proposed Labor Agreement with MCGEO Effective FY 2021

No.	Article	Subject	Summary of Change	Requires Appropriation of funds	Present or Future Fiscal Impact	Requires Legislative Change	Requires Regulation Change	Notes
74	MOU VI	RE Retirement and Deferred Compensation for DOCR Resident Supervisors and Public Safety Communication Specialists at the ECC	Requires legislation to incorporate DOCR Resident Supervisors into Retirement Group E, allowing those individuals to participate in the DROP; create a defined benefits plan as new retirement Group K for Public Safety Emergency Communication Specialists at the ECC to encourage recruitment and retention; adjust the County and employee contributions to the ERS, RSP, and GRIP.	Yes	Yes	Yes	Yes	See Fiscal Impact Statement
75	MOU VII	RE Classification and Wage Adjustment for Public Safety Communication Specialists	Requires OHR to conduct a market status review of Public Safety Emergency Communication Specialist; requires OHR to assess the eligibility of certain DOCR employees for inclusion in retirement Group J; requires reconsideration of the new employee orientation process and the role of the Union; requires MCERP to provide additional retirement education on the GRIP and RSP.	No	Yes	No	No	Fiscal impact indeterminate
76	MOU VIII	RE Determining Whether the GRIP Can be Re-Opened	Requires the County to request a private letter ruling from the IRS on whether the County is permitted to re-open the GRIP; requires MCERP to assess modifications to the rules regarding withdrawing funds from the GRIP.	No	No	No	No	
77	MOU IX	RE Development of an Employee Feedback Process	Requires the development of an employee feedback protocols to allow employees to provide feedback to managers and supervisors.	No	No	No	No	
78	MOU X	RE Expedited Arbitration Process	Establishes an expedited arbitration procedure for disciplinary dismissals and 15 day or longer suspensions; the purpose is to alleviate financial hardship on employees while action is proceeding through the administrative process.	No	No	No	No	
79	MOU XI	RE Joint Examination of the Feasibility of Improving Certain Benefits for Bargaining Unit Employees	Convenes a study group to develop a student loan repayment program; refers potential enhancements to the Lasik and dental benefits to the joint labor-management health committee.	No	No	No	No	

(B-14)

Summary of Proposed Labor Agreement with MCGEO Effective FY 2021

No.	Article	Subject	Summary of Change	Requires Appropriation of funds	Present or Future Fiscal Impact	Requires Legislative Change	Requires Regulation Change	Notes
80	MOU XII	RE TechNological Upgrades at the MCDC	Requires updates to the MCDC external intercom and camera systems and the installation of a card reader at a total Not-to-exceed cost of \$6,289.	Yes	Yes	No	No	See Fiscal Impact Statement
81	MOU XIII	RE Physical Safety (Part I)	Refers creation of a training policy template for employee and worksite safety to the County-wide LMRC; requires OHR or OLR to follow-up with each Department's development and implementation of a employee and worksite safety plan.	No	No	No	No	
82	MOU XIV	RE Physical Safety (Part II)	The parties, through the County-wide LMRC, shall establish, promote, and maintain standard operating procedures for the safety and security of County employees.	No	No	No	No	
83	MOU XV	RE Cyber Security	Establishes agreement on importance of a multi-factor verification process to access County cybersystems and networks; provides for negotiations to proceed in the future.	No	No	No	No	

**Municipal and County Government Employees Organization
United Food and Commercial Workers, Local 1994
Fiscal Impact Summary***

<u>Article</u>	<u>Item</u>	<u>Description</u>	<u>FY21</u>	<u>Annual Cost Beyond FY21</u>	<u>Estimated # affected**</u>
5	Wages	1.25 Percent General Wage Adjustment in October 2020	\$3,935,929	\$5,406,496	4,835
5	Wages	\$1,000 Lump Sum to Eligible Employees not Eligible to Receive a Full Service Increment in FY21	\$1,923,238	\$0	1,800
5.1	Longevity	Longevity Step Increase of 2.5, 3, or 3.5 Percent for Eligible Employees	\$258,430	\$546,327	180
5.3	Shift Differential	Increase Shift Differential from \$1.40 and \$1.56 per hour Based on Shift Start Time to \$1.42 and \$1.87 per hour	\$576,434	\$576,434	
5.22	FTO Pay	Increase Classifications Eligible for Field Training Officer Pay	\$19,522	\$19,522	31
5.24	Meal Allowance	Increase in the Meal Allowance to \$15	\$5,000	\$5,000	
5.31	Transit Subsidy	Increase the Get-In Program Transit Subsidy to up to \$265 per month	\$150,000	\$150,000	
6	Service Increments	Service Increment of 3.5 Percent for Eligible Employees	\$4,163,636	\$7,869,507	3,317
6	Deferred Increment	Deferred Service Increment from FY11 for Eligible Employees, Second Phase of 1.25% Effective July 2020	\$904,049	\$904,049	979
20.7	Holiday Leave	Adjustment to Requirements to Receive Holiday Pay	\$104,574	\$104,574	
29.4	LMRC	Additional Funding for LMRC	\$50,000	\$25,000	
41.7	Retirement	Military Credit of up to 2 Years for Eligible Group E Members	\$121,961	\$121,961	
41	Retirement	Additional Cost for Retirement for Emergency Communications Center Eligible Employees	\$200,000	\$200,000	
43	Retirement Plan Contributions	Increase by 1 Percent in the Employer Contribution, with a 1 Percent Decrease in Employee Contribution	\$1,389,781	\$3,364,607	4,835
44.11	Retirement	Sick Leave Payout Program for Eligible Employees for \$5,000 or \$10,000 Based on Sick Leave Balance	\$225,000	\$225,000	
Appendix IV	DOCR Appendix	Uniform Allowance and Issue Resident Supervisor Uniforms, and Facilities Improvements	\$49,363	\$37,679	
Appendix IV	DOCR Appendix	Resident Supervisors Moved to Group E Additional Half-Hour per Shift	\$171,634	\$171,634	29
Appendix II	HHS Appendix	Crisis Center Stipend of \$1,500	\$50,057	\$50,057	31
Appendix VI	DOT Appendix	Increase Boot Reimbursement from \$145 to \$200 for Highways Services Employees	\$13,750	\$13,750	
53	Seasonal Employees	Additional \$0.50 for Eligible Seasonal Employees	\$89,288	\$89,288	
Total			\$14,401,646	\$19,880,885	4,835

* Estimates reflect the impact to all funds. Increases apply in the first full pay period during the month noted.

** The estimated number of employees affected by the economic item is identified where known.

**MONTGOMERY COUNTY GOVERNMENT
CORRECTIONAL OFFICER UNIFORM SALARY SCHEDULE
FISCAL YEAR 2021
EFFECTIVE JULY 1, 2020**

STEP	YEAR	CO I	CO II	CO III	SGT
1	0	\$47,362	\$49,732	\$54,705	\$60,449
2	1	\$49,022	\$51,474	\$56,620	\$62,567
3	2	\$50,737	\$53,276	\$58,604	\$64,757
4	3	\$52,514	\$55,141	\$60,655	\$67,023
5	4	\$54,353	\$57,071	\$62,779	\$69,369
6	5	\$56,258	\$59,071	\$64,977	\$71,799
7	6	\$58,227	\$61,138	\$67,252	\$74,312
8	7	\$60,265	\$63,278	\$69,607	\$76,914
9	8	\$62,374	\$65,494	\$72,042	\$79,606
10	9	\$64,558	\$67,787	\$74,566	\$82,392
11	10	\$66,816	\$70,159	\$77,175	\$85,277
12	11	\$69,156	\$72,618	\$79,879	\$88,263
13	12	\$71,576	\$75,161	\$82,673	\$91,351
14	13	\$73,365	\$77,792	\$85,567	\$94,550
15	14-20				\$97,860
20 YEAR LONGEVITY (3.5%)	21+	\$71,576	\$80,515	\$88,562	\$101,286
24 YEAR LONGEVITY (2.5%)	25+	\$73,365	\$82,528	\$90,776	\$103,818

FY21 Notes:

- 1) Starting salary for Correctional Officer 1 (Private) is \$47,954.
- 2) Correctional Officer salaries may not correspond to years of service as listed on the salary schedule due to partially funded FY11 service increments.

**MONTGOMERY COUNTY GOVERNMENT
CORRECTIONAL OFFICER UNIFORM SALARY SCHEDULE
FISCAL YEAR 2021**

**GWA INCREASE: 1.25%
EFFECTIVE OCTOBER 11, 2020**

STEP	YEAR	CO I	CO II	CO III	SGT
1	0	\$47,954	\$50,354	\$55,389	\$61,205
2	1	\$49,634	\$52,117	\$57,328	\$63,349
3	2	\$51,372	\$53,942	\$59,336	\$65,566
4	3	\$53,170	\$55,831	\$61,413	\$67,861
5	4	\$55,032	\$57,784	\$63,564	\$70,237
6	5	\$56,961	\$59,809	\$65,789	\$72,696
7	6	\$58,955	\$61,903	\$68,093	\$75,241
8	7	\$61,018	\$64,069	\$70,477	\$77,876
9	8	\$63,153	\$66,313	\$72,943	\$80,601
10	9	\$65,365	\$68,634	\$75,498	\$83,422
11	10	\$67,651	\$71,036	\$78,140	\$86,342
12	11	\$70,020	\$73,526	\$80,877	\$89,367
13	12	\$72,471	\$76,100	\$83,707	\$92,493
14	13	\$74,282	\$78,764	\$86,636	\$95,731
15	14-20				\$99,084
20 YEAR LONGEVITY (3.5%)	21+	\$72,471	\$81,521	\$89,669	\$102,552
24 YEAR LONGEVITY (2.5%)	25+	\$74,282	\$83,559	\$91,911	\$105,116

FY21 Notes:

- 1) Starting salary for Correctional Officer 1 (Private) is \$47,954.
- 2) Correctional Officer salaries may not correspond to years of service as listed on the salary schedule due to partially funded FY11 service increments.

**MONTGOMERY COUNTY GOVERNMENT
DEPUTY SHERIFF UNIFORM SALARY SCHEDULE
FISCAL YEAR 2021
EFFECTIVE JULY 1, 2020**

STEP	YEAR	DS I	DS II	DS III	SGT
0	1	\$50,990	\$54,560	\$58,380	\$64,216
1	2	\$52,776	\$56,471	\$60,423	\$66,466
2	3	\$54,622	\$58,447	\$62,537	\$68,792
3	4	\$56,535	\$60,491	\$64,727	\$71,200
4	5	\$58,515	\$62,611	\$66,994	\$73,692
5	6	\$60,562	\$64,803	\$69,338	\$76,273
6	7	\$62,681	\$67,071	\$71,766	\$78,941
7	8	\$64,877	\$69,421	\$74,276	\$81,705
8	9	\$67,148	\$71,850	\$76,879	\$84,566
9	10	\$69,499	\$74,365	\$79,569	\$87,525
10	11	\$71,932	\$76,970	\$82,353	\$90,589
11	12	\$74,452	\$79,664	\$85,241	\$93,760
12	13	\$77,052	\$82,442	\$88,224	\$97,042
13	14	\$79,728	\$85,309	\$91,309	\$100,439
14	15-20	\$82,472	\$88,264	\$94,505	\$103,955
20 YEAR LONGEVITY (3.5%)	21+	\$85,309	\$91,309	\$97,812	\$107,593
24 YEAR LONGEVITY (2.5%)	25+	\$88,264	\$94,505	\$100,258	\$110,282

FY21 Notes:

1) Deputy Sheriff salaries may not correspond to years of service as listed on the salary schedule due to partially funded FY11 service increments.

**MONTGOMERY COUNTY GOVERNMENT
DEPUTY SHERIFF UNIFORM SALARY SCHEDULE
FISCAL YEAR 2021**

**GWA INCREASE: 1.25%
EFFECTIVE OCTOBER 11, 2020**

STEP	YEAR	DS I	DS II	DS III	SGT
0	1	\$51,627	\$55,242	\$59,109	\$65,019
1	2	\$53,436	\$57,177	\$61,178	\$67,296
2	3	\$55,305	\$59,178	\$63,319	\$69,652
3	4	\$57,242	\$61,247	\$65,536	\$72,090
4	5	\$59,246	\$63,393	\$67,832	\$74,613
5	6	\$61,319	\$65,613	\$70,204	\$77,227
6	7	\$63,465	\$67,909	\$72,663	\$79,928
7	8	\$65,688	\$70,288	\$75,205	\$82,726
8	9	\$67,987	\$72,748	\$77,840	\$85,623
9	10	\$70,368	\$75,295	\$80,564	\$88,619
10	11	\$72,831	\$77,932	\$83,383	\$91,722
11	12	\$75,376	\$80,660	\$86,306	\$94,932
12	13	\$77,999	\$83,477	\$89,327	\$98,255
13	14	\$80,698	\$86,371	\$92,451	\$101,695
14	15-20	\$83,472	\$89,349	\$95,686	\$105,254
20 YEAR LONGEVITY (3.5%)	21+	\$86,306	\$92,451	\$99,035	\$108,937
24 YEAR LONGEVITY (2.5%)	25+	\$89,327	\$95,686	\$101,511	\$111,661

FY21 Notes:

1) Deputy Sheriff salaries may not correspond to years of service as listed on the salary schedule due to partially funded FY11 service increments.

**MONTGOMERY COUNTY GOVERNMENT
MINIMUM WAGE/SEASONAL SALARY SCHEDULE
FISCAL YEAR 2021**

***MINIMUM WAGE: \$14.00
EFFECTIVE JUNE 21, 2020**

GRADE	MINIMUM ANNUAL	MINIMUM HOURLY	MAXIMUM ANNUAL	MAXIMUM HOURLY
S1*	\$29,120	\$14.00	\$29,120	\$14.00
S2*	\$29,120	\$14.00	\$29,120	\$14.00
S3*	\$29,120	\$14.00	\$29,120	\$14.00
S4*	\$29,120	\$14.00	\$29,946	\$14.40
S5*	\$29,120	\$14.00	\$33,511	\$16.11
S6	\$32,826	\$15.78	\$40,642	\$19.54
S7	\$38,396	\$18.46	\$47,887	\$23.02
S8	\$44,147	\$21.22	\$55,362	\$26.62

The following job classes are assigned to the Minimum Wage/Seasonal Salary Schedule:

- County Government Aide (MW) (S1)
- Recreation Assistant 1 (S1)
- Community Correctional Intern (S1)
- County Government Assistant (S1)
- Library Page (S2)
- Recreation Assistant II (S2)
- Public Service Guide (S3)
- Nutrition Program Aide (S3)
- Recreation Assistant III (S3)
- Recreation Assistant IV (S4)
- Recreation Assistant V (S5)
- Recreation Assistant VI (S6)
- Recreation Assistant VII (S7)
- Gilchrist Center Office Assistant (S7)
- Recreation Assistant VIII (S8)

**MONTGOMERY COUNTY GOVERNMENT
MINIMUM WAGE/SEASONAL SALARY SCHEDULE
FISCAL YEAR 2021**

**HOURLY WAGE INCREASE: +\$0.50/hour
EFFECTIVE JULY 5, 2020**

GRADE	MINIMUM ANNUAL	MINIMUM HOURLY	MAXIMUM ANNUAL	MAXIMUM HOURLY
S1*	\$29,120	\$14.00	\$29,120	\$14.00
S2*	\$29,120	\$14.00	\$29,120	\$14.00
S3*	\$29,120	\$14.00	\$29,120	\$14.00
S4*	\$29,120	\$14.00	\$30,986	\$14.90
S5*	\$29,120	\$14.00	\$34,551	\$16.61
S6	\$33,866	\$16.28	\$41,682	\$20.04
S7	\$39,436	\$18.96	\$48,927	\$23.52
S8	\$45,187	\$21.72	\$56,402	\$27.12

The following job classes are assigned to the Minimum Wage/Seasonal Salary Schedule:

- County Government Aide (MW) (S1)
- Recreation Assistant 1 (S1)
- Community Correctional Intern (S1)
- County Government Assistant (S1)
- Library Page (S2)
- Recreation Assistant II (S2)
- Public Service Guide (S3)
- Nutrition Program Aide (S3)
- Recreation Assistant III (S3)
- Recreation Assistant IV (S4)
- Recreation Assistant V (S5)
- Recreation Assistant VI (S6)
- Recreation Assistant VII (S7)
- Gilchrist Center Office Assistant (S7)
- Recreation Assistant VIII (S8)

**MONTGOMERY COUNTY GOVERNMENT
OFFICE, PROFESSIONAL & TECHNICAL AND SERVICE, LABOR, AND
TRADES (MC GEO OPT/SLT) BARGAINING UNIT SALARY SCHEDULE
FISCAL YEAR 2021
EFFECTIVE JULY 1, 2020**

GRADE	MINIMUM	MIDPOINT	MAXIMUM	18 YEAR LONGEVITY (3%)	24 YEAR LONGEVITY (3%)
5	\$32,008	\$37,878	\$43,748	\$45,061	\$46,412
6	\$32,008	\$38,790	\$45,571	\$46,938	\$48,346
7	\$32,008	\$39,763	\$47,519	\$48,944	\$50,412
8	\$32,008	\$40,845	\$49,681	\$51,172	\$52,707
9	\$32,993	\$42,475	\$51,955	\$53,514	\$55,119
10	\$34,316	\$44,362	\$54,407	\$56,039	\$57,720
11	\$35,704	\$46,336	\$56,967	\$58,675	\$60,436
12	\$37,150	\$48,405	\$59,660	\$61,449	\$63,293
13	\$38,681	\$50,585	\$62,488	\$64,362	\$66,293
14	\$40,289	\$52,877	\$65,464	\$67,428	\$69,450
15	\$41,971	\$55,273	\$68,575	\$70,632	\$72,751
16	\$43,765	\$57,809	\$71,852	\$74,008	\$76,227
17	\$45,750	\$60,521	\$75,290	\$77,548	\$79,875
18	\$47,848	\$63,375	\$78,902	\$81,269	\$83,707
19	\$50,103	\$66,396	\$82,691	\$85,171	\$87,726
20	\$52,459	\$69,565	\$86,669	\$89,269	\$91,947
21	\$54,947	\$72,898	\$90,848	\$93,573	\$96,380
22	\$57,546	\$76,391	\$95,236	\$98,093	\$101,035
23	\$60,285	\$80,068	\$99,852	\$102,848	\$105,934
24	\$63,155	\$83,918	\$104,680	\$107,821	\$111,055
25	\$66,164	\$87,963	\$109,761	\$113,054	\$116,445
26	\$69,337	\$92,217	\$115,099	\$118,552	\$122,108
27	\$72,636	\$96,670	\$120,703	\$124,324	\$128,054
28	\$75,897	\$101,241	\$126,584	\$130,382	\$134,293

**MONTGOMERY COUNTY GOVERNMENT
OFFICE, PROFESSIONAL & TECHNICAL AND SERVICE, LABOR, AND
TRADES (MC GEO OPT/SLT) BARGAINING UNIT SALARY SCHEDULE
FISCAL YEAR 2021
GWA INCREASE: 1.25%
EFFECTIVE OCTOBER 11, 2020**

GRADE	MINIMUM	MIDPOINT	MAXIMUM	18 YEAR LONGEVITY (3%)	24 YEAR LONGEVITY (3%)
5	\$32,408	\$38,351	\$44,295	\$45,624	\$46,992
6	\$32,408	\$39,274	\$46,140	\$47,525	\$48,950
7	\$32,408	\$40,261	\$48,113	\$49,556	\$51,042
8	\$32,408	\$41,355	\$50,302	\$51,812	\$53,366
9	\$33,405	\$43,006	\$52,605	\$54,182	\$55,808
10	\$34,745	\$44,917	\$55,087	\$56,740	\$58,442
11	\$36,150	\$46,915	\$57,679	\$59,409	\$61,191
12	\$37,615	\$49,010	\$60,406	\$62,217	\$64,084
13	\$39,165	\$51,217	\$63,269	\$65,167	\$67,121
14	\$40,792	\$53,537	\$66,282	\$68,271	\$70,318
15	\$42,495	\$55,964	\$69,432	\$71,515	\$73,660
16	\$44,312	\$58,532	\$72,750	\$74,933	\$77,180
17	\$46,322	\$61,277	\$76,231	\$78,518	\$80,873
18	\$48,446	\$64,167	\$79,889	\$82,285	\$84,753
19	\$50,729	\$67,226	\$83,724	\$86,236	\$88,823
20	\$53,115	\$70,434	\$87,753	\$90,385	\$93,097
21	\$55,634	\$73,809	\$91,984	\$94,743	\$97,585
22	\$58,266	\$77,346	\$96,426	\$99,319	\$102,298
23	\$61,038	\$81,069	\$101,100	\$104,134	\$107,258
24	\$63,944	\$84,967	\$105,989	\$109,168	\$112,443
25	\$66,991	\$89,062	\$111,133	\$114,467	\$117,901
26	\$70,203	\$93,370	\$116,537	\$120,034	\$123,634
27	\$73,544	\$97,879	\$122,212	\$125,878	\$129,654
28	\$76,846	\$102,506	\$128,167	\$132,012	\$135,972

**MEMORANDUM OF AGREEMENT
BETWEEN
THE MONTGOMERY COUNTY GOVERNMENT
AND THE
MUNICIPAL & COUNTY GOVERNMENT EMPLOYEES ORGANIZATION, UFCW, LOCAL 1994**

The Montgomery County Government (Employer) and the United Food and Commercial Workers, Local 1994, Municipal & County Government Employees Organization (Union), conducted negotiations pursuant to Section 33-108 of the Montgomery County Code for the term July 1, 2020 through June 30, 2023. As a result of those negotiations, the Employer and Union agree that the Collective Bargaining Agreement shall be amended according to the terms set forth below.

Please use the following key when reading this agreement:

<u>Underlining</u>	<i>Added to existing agreement.</i>
[Single boldface brackets]	<i>Deleted from existing agreement.</i>
* * *	<i>Existing language unchanged by parties.</i>

The parties agree to amend the contract as follows:

* * *

ARTICLE 3 – [AGENCY SHOP] UNION DUES

* * *

3.1 [It shall be a continuing condition of employment that all bargaining unit employees shall become members of the Union within 30 days of obtaining merit system status or shall pay a service fee.] Employees who affirmatively consent to pay dues and initiation fees, or [and employees who pay a] service fees, shall pay amounts set by the Union (subject to Section 33-102(1) of the Montgomery County Code). These amounts may be subject to change once each year of this Agreement as a result of the Union's notice to the Employer and appropriate bargaining unit members mailed 30 days prior to the change.

3.2 The Union shall indemnify and hold the Employer harmless against any and all claims arising from actions taken by the Union with regard to the collection of [agency service fees] union dues and initiation fees, or service fees, or the resolution of disputes concerning [agency service fees] union dues and initiation fees, or service fees, including any costs for attorneys, expert witnesses, and other litigation expenses.

[3.3 Adherents of a religion, the tenets of which oppose joining or financially supporting any employee organization on religious grounds may invoke that belief by submitting a religious objection (subject to Section 33-102(1) of the Montgomery County Code.)]

* * *

ARTICLE 4 – VOLUNTARY CHECKOFF OF UNION FEES AND DEDUCTIONS

* * *

4.2 The Employer shall be relieved from making such payroll deductions upon an employee's: (a) termination of employment for any reason; (b) transfer to a job outside the bargaining unit; [or] (c) layoff from work; [or] (d) unpaid leave of absence; or (e) notice that the employee has voluntarily withdrawn his or her membership in the Union or revokes consent for the payment of service fees.

* * *

4.5. The Union will notify the County whenever a bargaining unit member either: (a) withdraws from Union membership or (b) revokes consent for the payment of service fees.

* * *

ARTICLE 5 – WAGES, SALARY, AND EMPLOYEE COMPENSATION

* * *

5.2 Wages

(a) Effective the first full pay period following ~~[December 8, 2019]~~ October 1, 2020, each unit member shall receive a ~~[2.25]~~ 1.25 percent general wage adjustment (GWA). Regular employees who did not elect participation in a County retirement plan or are participating in the State retirement plan will receive a 1.25 percent general wage adjustment (GWA), with an additional 1 percent added to their base up to the maximum salary for the grade. Any amount resulting in a salary in excess of the maximum salary for the range shall be provided as a lump sum in the amount of that excess. Any lump sum payment is considered regular earnings for income, withholding, and employment tax purposes. The payment will not be added to the employees' base salary. These lump sum payments are not considered "regular earnings" for retirement/ life insurance purposes and employees will not receive any retirement/ life insurance benefits based on these payments. Employees will not be required to contribute toward their retirement for this lump sum payment. Bargaining unit employees shall be paid a base salary pursuant to the uniform pay plan, which appears in Appendix VII of this agreement. ~~[An e]Equivalent increases~~ to those above shall be made to ~~[the Deputy Sheriff and Correctional Officer Uniform Salary Schedules, which appear in Appendix I and IV of this Agreement, respectively.]~~ all other bargaining unit salary schedules.

The parties agree to a wage reopener for FY22 and FY23.

In order to mitigate current retention and recruitment challenges, the County and the Union shall agree to appropriate classification and market comparability wage adjustments for the following job classifications by July 1, 2021: Bus Operator, Transit Coordinator, Nurse, Latent Print Examiner, Senior Latent Print Examiner, Fire Arm Examiner, Forensic Specialist, Forensic Scientist, Senior Forensic Scientist.

(b) All previously postponed general wage adjustments will not be paid in FY ~~[2020]~~ 2021.

- (c) Each unit member who is not eligible to receive a full 3.5% service increment [funded in this agreement shall receive a \$1,000 lump sum payment in FY20] in FY21 will, on their normal increment date, be moved to the salary maximum and paid a lump sum, if necessary, so that the total of the salary increase to the maximum and a lump sum payment equal \$1,000. [This payment will be made in one lump sum, by separate payment, on the same pay date as the one associated with the first full pay period after July 1, 2019.] The lump sum payment is considered regular earnings for income, withholding, and employment tax purposes. The payment will not be added to the employees' base salary, and will be [The payment will be] prorated for part time employees. These payments are not considered "regular earnings" for retirement/life insurance purposes and employees will not receive any retirement/life insurance benefits based on these payments. Employees will not be required to contribute toward their retirement for this payment. Subject to applicable limits, employees may elect to contribute this lump sum payment in their existing or newly opened deferred compensation account.

5.3 Shift Differential

- (a) Effective the first full pay period [after July 1, 2013, each employee required to work a shift that begins between the hours of 2:00 PM and 10:59 PM shall receive \$1.40 for each hour worked and \$1.56 for each hour worked on a shift that begins between the hours of 11:00 PM and 5:00 AM. Employees who begin a shift at or after 12 noon will be paid a shift differential for hours after 2:00 PM when 75 percent of their work hours are scheduled within the designated times above.] following July 1, 2020, employees shall receive one dollar and forty-two cents (\$1.42) for each hour worked on a work shift that begins on or after 12:00 noon and prior to 7:59 p.m., and one dollar and eighty-seven cents (\$1.87) for each hour worked on a shift that begins on or after 8:00 p.m. and before 5:59 a.m. Overtime hours worked during the above prescribed shifts shall be paid the differential.

* * *

5.4 Multilingual Pay Differential

* * *

(g) The following subjects related to the multilingual pay differential shall be referred to the County-wide LMRC:

- (1) Identification of areas of need for multilingual skills to perform job functions; and
- (2) Review of the current multilingual pay status in identified departments.

Upon agreement as to the identified gaps, a proposal will be prepared and submitted to the Chief Administrative Officer for inclusion in the next County budget. Should the parties not reach agreement by January 1, 2021, the matter shall be subject to the impasse resolution procedures contained in the County collective bargaining law.

* * *

5.17 General Emergency Pay

- (a) General emergency for the purpose of this Agreement is defined as any period determined by the County Executive, Chief Administrative Officer or designee to be a period of emergency, such as inclement weather conditions. Under such conditions, County offices are closed and services are discontinued; only emergency services will be provided. The County recognizes that employees should be compensated based on the duration of the declared general emergency and that these emergencies can occur during outside of normal business hours.

* * *

- (c) Implementation of General Emergencies shall be in accordance with Administrative Procedure 4-21, dated July 12, 1991. In addition to the above, before making a determination whether to declare a General Emergency, the CAO or designee will consider recent weather reports regarding the amount of precipitation already accumulated, as well as the forecast for further accumulations during the succeeding 8-hour period. Other considerations that the CAO or designee will take into account include whether the major roadways of the County are passable and safe for travel and whether the County public schools have been closed for the day and what actions other public sector jurisdictions in the Washington Metropolitan Region take. The decision whether to declare a General Emergency shall be based on the cumulative of all these factors and no one factor shall be conclusive or determinative. The County Executive or CAO should attempt to give employees the earliest notice of whether a general emergency or liberal leave period will be declared.
- (d) [The parties agree to move the pending grievance over general emergency pay to arbitration.] Whenever the County closes Government facilities, without declaring a general emergency, due to emergency conditions, including evenings, nights, weekends, and delayed openings, essential employees required to work during this period shall receive twice their regular hourly rate for all hours that the County facilities are closed.

* * *

5.22 Field Training Pay Differential

Effective the first full pay period following July 1, [2019] 2020, Bus Operators, Police Telecommunicators, Correctional Officers, [and] Deputy Sheriffs, Community Health Nurses, School Health Room Technicians, Forensic Scientists, Forensic Specialists, Forensic Firearms/Toolmark Examiners, Latent Print Examiners, and Housing Code Inspectors who have completed trainer training and are assigned to train new unit members shall receive a field training pay differential of \$3.25 for each hour of training.

* * *

5.24 Meal Allowance

A meal allowance of up to [~~\$10~~] fifteen dollars and zero cents (\$15.00) shall be paid when one or more of the following conditions are met:

- (a) work of 4 or more hours consecutive to the end of a regular shift and for each period in excess of 8 hours thereafter;
- (b) work in excess of 4 consecutive hours on call back which occurs 2 or more hours after departure from work and for each period in excess of 8 hours thereafter;
- (c) when called back to work within 2 hours of departing work, a meal allowance will be paid in accordance with (a) above, as if the employee had not departed from work;
- (d) meal allowances shall not be paid for an 8-hour shift of scheduled work on Saturdays, Sundays, or holidays unless one of the above conditions is applicable; [and]
- (e) meal allowances are authorized for work prior to the beginning of a regular shift when the period is scheduled for 4 or more hours or is unscheduled and is 2 hours or more[.];
- (f) During a general emergency, departments will provide meals. In instances when a meal cannot be provided or communicated dietary restrictions not accommodated, a meal allowance will be provided.

Reimbursement will be made to the employee after the submission of an approved petty cash voucher, accompanied with the receipt.

* * *

5.26 Personal Vehicle Mileage Reimbursement

All bargaining unit members who are required to use their personal vehicles will be reimbursed mileage in accordance with Administrative Procedure No. 1-5; Local Travel Guidelines. However, employees will be reimbursed at the [rate of \$0.485 per mile for all miles in excess of 7500 per year. If the IRS reimbursement rate increases during the term of this Agreement, then tier 1 of the above reimbursement schedule (\$0.445) shall be adjusted accordingly within ten (10) working days of the IRS change] prevailing IRS reimbursement rate for all miles in excess of 7500 per year.

* * *

5.31 Get-In Program Transit Subsidy

Employees shall be eligible to receive a monthly discount/ rebate of [~~\$75~~] \$265 for public transportation, commuter rail or van pools through the County Get-In Program.

* * *

ARTICLE 6 – SERVICE INCREMENTS

6.1 Service Increments

* * *

(c) Service Increments - bargaining unit members shall receive 3.5 increments in accordance with section 6.1 in FY 21, FY 22, and FY23.

* * *

ARTICLE 9 – WORKING CONDITIONS

* * *

9.9 Classification Issues

* * *

(j) Each bargaining unit member whose position is reclassified upward, or whose job class is reallocated upward, [will have his or her service increment date reassigned to the effective date of the classification decision. Bargaining unit members will be eligible for a future service increment 12 months from the newly reassigned increment date.] will receive increases as provided in section 5.14 - Salary on Promotion. This salary increase from a upward reclassification will not trigger a wage equity review.

* * *

ARTICLE 10 – GRIEVANCES

* * *

10.6 Procedure

(a) A written grievance must be presented to the immediate supervisor, Department Director, and [OHR] OLR by the Union within thirty (30) calendar days from the date of the event giving rise to the grievance or the date on which the employee knew or should have known of the event giving rise to the grievance.

* * *

(d) Within thirty (30) calendar days of receipt of the grievance, the CAO, or designee, shall meet with the Union and department representatives to conduct fact-finding and to facilitate resolution of the grievance. A Federal Mediation and Conciliation Service (FMCS) mediator, or other mediator if mutually agreed-to by the parties, shall be used by the parties to mediate the grievance. In the event that the grievance is not resolved, at either party's request, the mediator shall provide an oral recommendation or opinion. Neither party is obligated to accept the recommendation. The mediator's

recommendation/ opinion shall be incorporated into [OHR's] OLR's transmittal memorandum to the CAO that accompanies the draft CAO decision.

* * *

10.12 Alternative Dispute Resolution Processes

* * *

(a) Pre-discipline Settlement Conferences

* * *

- (3) Committee makeup - 3 members (1 Management rep., 1 [OHR] OLR rep. and 1 Union rep.)
- (4) Participation is voluntary; the Office of [Human Resources] Labor Relations makes the final decision on whether [to] management participates.
- (5) The Committee reviews the recommended level of discipline and the facts of the case and makes a non-binding recommendation. Each side is permitted to make a brief presentation before the Committee not to exceed twenty-five (25) minutes, or forty-five (45) minutes for dismissal or termination cases, with each side having the opportunity to respond not to exceed five (5) minutes each or ten (10) minutes for dismissal or termination cases. Presentation and format shall be established by the Committee.
- (6) If parties agree with the recommendation of the Committee, Notice of Disciplinary Action is issued with no grievance. If Union disagrees with the committee's recommendation, it is free to grieve the Notice of Disciplinary Action. If the County disagrees, it may go forward with the notice as originally proposed. The Notice of Disciplinary Action will be issued to the employee no later than ten (10) business days.

* * *

10.13 Mediation/Facilitation

The Office of Human Resources has an established mediation program. Employees may use this program to resolve employee/supervisory and other work place disputes. At any time, an employee/Union or supervisor may contact the [Office of Human Resources] Office of Labor Relations to request such services. In such cases involving specific supervisory disputes, the mediator selected will be from the [Office of Human Resources] Office of Labor Relations. The mediator will maintain the discretion to involve parties appropriate to the dispute. Mediation may be initiated by contacting [the labor and Employee Relations Team in the Office of Human Resources] Office of Labor Relations.

* * *

ARTICLE 13 - WORK SCHEDULES; ATTENDANCE; HOURS OF WORK

* * *

13.2 Work Day and Work Week

* * *

- (e) The County recognizes that adequate rest periods are necessary to maintain productivity of employees and to ensure the safety of employees during general emergencies. Employees can request additional rest after their regularly scheduled work hours. Supervisors will make reasonable attempts to accommodate the request. Departments shall provide sleeping accommodations for employees required to work overnight or extended hours or are unable to leave the work location due to a general emergency.

* * *

ARTICLE 14 - ANNUAL LEAVE

* * *

14.6 Scheduling of Use of Annual Leave

- (a) Accrued annual leave may be used, if approved by an employee's supervisor in accordance with procedures established by the department head and approved by the Chief Administrative Officer or designee. Every effort must be made to give each employee the opportunity to use annual leave earned. Whenever possible, requests for leave to attend to children during school "snow days" (closings, late openings, and early dismissals) should be favorably considered. The amount of leave granted should be commensurate with the school schedule. Supervisors shall approve or deny annual leave requests within five (5) business days from receipt thereof.
- (b) A supervisor or manager shall take into consideration the child and dependent care needs of an essential employee during a declared general emergency when determining whether the employee's absence is unscheduled under the department's attendance policy and as part of any potential discipline associated with unscheduled absences.

* * *

ARTICLE 18 - PARENTAL LEAVE

* * *

18.7 Paid Parental Leave Study Group

The parties recognize the joint interest in creating a family-friendly work environment as well as the need to remain competitive in light of the expansion of paid parental leave policies in jurisdictions in our region and across the country. Accordingly, the parties agree to create a study group to review best practices and identify the potential fiscal impact of implementing paid parental leave. After the conclusion of the review, but no later than February 1, 2021, if it is mutually agreeable to do so, the parties shall submit legislation to the County Council to provide paid parental leave to employees.

* * *

ARTICLE 20 - HOLIDAY LEAVE

* * *

20.7 Premium Pay for Holiday Work

- (a) A full-time employee who is required to work on a holiday must receive:
- (1) regular pay for the hours scheduled to be worked on the [normal] work day 8, [or] 10, or 12 hours, as applicable;
 - (2) premium pay at a rate of 1½ times the regular hourly rate for each hour worked for the [normal] work day on which the holiday occurs; and
 - (3) overtime compensation for each hour worked in excess of the [normal] work day of 8 [or], 10, or 12 hours, as applicable.
- (b) A part-time employee who is required to work on a holiday must receive:
- (1) regular pay for the prorated share of the hours scheduled to be worked on the [normal] work day;
 - (2) premium pay at a rate of 1½ times the regular rate of pay for the prorated share of hours worked on the holiday; and
 - (3) overtime compensation for each hour worked in excess of the normal work day of 8 [or ten], 10, 12 hours, as applicable.
- (c) In order to receive premium pay for work on a holiday, an employee must have worked his [/] or her last scheduled workday before and after the holiday or have been on a scheduled absence, as defined in 5.90(j).

* * *

ARTICLE 21 – BENEFITS

* * *

21.10 Tuition Assistance

The maximum annual allowance payable under the Employee Tuition Assistance Program shall be \$2,130 for [FY20] FY21, \$2,200 for FY22, and \$2,300 for FY23. The employee must remain employed for at least 2 years after completion of any course funded in whole or part by the County, or pay back the County a pro-rated portion of the funds received.

* * *

- (r) For each fiscal year, [50%] 65% of tuition assistance funding, not including tuition assistance funds dedicated to other bargaining units, shall be allocated to eligible UFCW Local 1994 MCGEO bargaining unit members. Once this amount is exhausted, the County will not approve any additional tuition assistance requests from bargaining unit members for the remainder of the fiscal year.

* * *

21.22 Health Benefit Fund Reserve

The parties agree that a portion of the funds available within the Employee Health Benefit Fund should be maintained as a reserve to ensure the payment of health benefit related expenditures. Accordingly, the parties commit to continuing to work together in conjunction with the IAFF and FOP, to enact a policy to maintain a reserve fund balance which shall be used exclusively for health benefits. Should the policy not be agreed to by January 2021, the agreement shall be reopened on this section and subject to the impasse resolution procedures in the County Collective Bargaining Law.

* * *

ARTICLE 23 – PROMOTION

* * *

23.3 [Temporary Promotions] Acting Pay

Employees will not normally be assigned to a higher classified job, unless required by workload as determined by the Employer. [However, employees who are assigned to a higher classified job for a period of more than 10 days shall receive the rate of pay of the higher classified job retroactive to the first day of work at the higher level]. Employees formally assigned to a higher classified job shall be paid an hourly differential of five dollars (\$5.00) for all hours worked in the higher classification.

* * *

ARTICLE 28 – DISCIPLINARY ACTIONS

* * *

28.4 Authority

- (a) Supervisor. An immediate or higher level supervisor may be delegated the authority to immediately relieve an employee from duty with [or without] pay notwithstanding other provisions in this Agreement, if the retention of such employee will cause or continue a disruption of the work force. Within one (1) workday, the supervisor must submit a recommendation for appropriate disciplinary action to the department head.
- (b) Department Head. Prior to taking any disciplinary action, with the exception of oral admonishments, the department head must provide the employee with a copy of the charges and allow such employee a reasonable period of time to respond, which must be not less than ten (10) workdays.

* * *

ARTICLE 29 – LABOR MANAGEMENT RELATIONS COMMITTEE (LMRC)

* * *

29.2 Departmental LMRCs

- (a) Departmental LMRCs [Committee] shall be comprised of three (3) representatives of the Employer and three (3) representatives of the Union, and three (3) additional persons per party as necessary, from time to time. The Committee shall meet up to six (6) times per contract year (bimonthly) but no fewer than twice per calendar year, unless otherwise mutually agreed, to discuss issues of concern to the Employer and the Union. The Committee shall not negotiate with regard to matters affecting working conditions or discuss grievances. The Employer and the Union shall exchange proposed agenda items two (2) weeks in advance of each meeting.
- (b) Departmental LMRC agenda items may include, but are not limited to:
 - (1) Departmental issues;
 - (2) Issues referred to the departmental LMRCs from the County-wide LMRC for resolution;
 - (3) Issues referred to departmental LMRCs as a result of bargaining;
 - (4) Safety and security shall be a standing agenda item for all departmental LMRCs:
 - (5) [Provide a]Action items/reports to the County-wide LMRC/Steering Committee[.] and when mutually agreed upon, to department employees.
- (c) Each departmental LMRC shall identify one (1) to three (3) members per party who shall serve as the primary points of contact for safety and security concerns.

* * *

29.4 County-wide LMRC

- (a) The Employer and the Union will establish a County-wide LMRC. The County-wide LMRC shall be comprised of a minimum of five (5) representatives and a maximum of ten (10) representatives of the Employer, including a representative from the [Office of Human Resources] Office of Labor Relations serving on the Steering Committee to serve as the chair of the employer representatives, and a minimum of five (5) representatives and a maximum of ten (10) representatives of the Union, including a representative from the Union serving on the Steering Committee to serve as the chair of the Union representatives. The Committee shall meet as often as necessary, but not less than bi-monthly, to discuss issues where no departmental LMRC exists or issues that have County-wide implications. If the parties do not reach agreement, the issue in dispute shall be referred to a Federal Mediation and Conciliation Service mediator for the purpose of mediation. If the dispute is not resolved at mediation, either party may refer the matter back to the LMRC Steering Committee. Upon such referral, the Steering Committee will vote on the issue. Any issue that receives a majority vote will be implemented.

- (b) A fund of \$100,000 each year of the agreement shall be established (to be expended on implementation of recommendations). Any monies not utilized will be rolled over to the next year. In FY21, an additional \$50,000 shall be budgeted for the LMRC to resolve and fund uniform, equipment, or facilities recommendations that are heard by the LMRC. Starting in FY22, the total funding for LMRC shall be \$125,000 each year of the agreement.

* * *

- (d) The County-wide LMRC shall:

* * *

- (8) Discuss County/Union Labor/Administration issues[.];
- (9) Make Safety and Security a standing agenda item for every meeting; and
- (10) Discuss the core training topics identified in Appendix XXIV.

* * *

29.7 Work-Life and Green Initiative Subcommittee

- (a) The County and MCGEO agree it is now our mutual interest to provide County employees with the tools, training, opportunities, and support they need to create a culture of conservation and natural resource stewardship for our regional community. Accordingly, the parties agree to create a subcommittee of the County-wide LMRC to review best practices and identify potential fiscal impact of work life and green initiatives that will make Montgomery County environmentally responsible for the benefit of the community and its employees.

- (b) The subcommittee of the County-wide LMRC shall consist of six (6) union representatives and six (6) management representatives. Subject matter experts jointly requested by the parties will not count against either party's representative limit.
- (c) The purpose of the group shall be to identify and analyze the feasibility of developing and implementing work-life and green initiatives to reduce the County's carbon footprint, which may include but is not limited to any of the following:
 - (1) Vanpool pick-up points;
 - (2) Dynamic workspace scheduling (often referred to as "hoteling");
 - (3) Improving technology to reduce paper usage; and
 - (4) Commissioning energy audits to be paid for out of LMRC funds.
- (d) The subcommittee shall begin its work in July 2020 and shall meet no less frequently than once every two months.
- (e) The subcommittee shall be prepared to submit its initial recommendations to the County-wide LMRC for review and potential implementation no later than February 2021 and shall report on any subsequent recommendations no less frequently than once every six months thereafter.

* * *

ARTICLE 32 – TOOLS AND UNIFORMS

* * *

32.5 Uniforms For Employees

* * *

- (h) Departmental Uniforms (OPT Bargaining Unit)

During the first year of this agreement uniforms will be provided for:

* * *

- (2) Correction and Rehabilitation, Community Contract/Resident Supervisors [civilians assigned to the Central Processing Unit]; and

* * *

ARTICLE 33 - LIGHT DUTY

* * *

33.4 Program Review

The status and function of the County's Light Duty program, to include the practices of the County's current workers' compensation vendor, shall be referred to the County-wide LMRC for evaluation. If necessary, the County-wide LMRC shall make recommendations for how to improve the program.

* * *

ARTICLE 34 – SAFETY AND HEALTH

* * *

34.10 General Conditions

- (a) Employees are to be provided a safe workplace and are to be furnished with safety devices, protective clothing, appropriate equipment, training for general emergency preparedness (which includes active shooter training and drills) and such safeguards as are necessary to reduce or eliminate accidents and injuries and acts of violence. Supervisors and employees are to do everything reasonably necessary to protect their life, health and safety and of that of the public.

* * *

- (c) Each department shall develop and communicate in a timely manner an employee and worksite safety policy, to include following the County's established guidelines in general emergency preparedness training (which includes active shooter training) and the subject of public access in the workplace. Each worksite specific policy should identify processes to restrict access to employee work areas where operationally appropriate, without impacting customer service. Department employees can provide their areas of focus to the worksite safety coordinators by June 30th each year. All updates to policies shall be submitted to the LMRC Steering Committee for review as they are revised.

* * *

34.13 Training

* * *

- (c) The County shall provide such training programs as are determined by the parties to be reasonably necessary to assure that each bargaining unit member, in connection with his respective job, is adequately trained in the precautions and procedures required for safety in maintenance, handling and use of facilities, equipment, machinery, chemicals and apparatus[.], including inclement weather and emergency conditions.

* * *

ARTICLE 39 – COMMUNICATION

39.1 Notice of Work Rule Change

* * *

(c) Departments will document all departmental policies, provide a copy to all employees, and communicate changes in a timely manner. Departments should maintain their policies to ensure that they are current and applicable.

* * *

39.9 Essential Status

Employees shall be notified at the time of hire, transfer, or promotion whether he or she is designated as an "essential employee." Any current employee who is unsure whether he or she is designated as an "essential employee" may inquire of his or her supervisor regarding his or her status and the supervisor shall respond in writing or by e-mail within ten (10) days. An employee whose status changes from "non-essential" to "essential" shall be notified at least thirty (30) days in advance of the change in designation.

* * *

ARTICLE 42 – DURATION

This contract embodies the whole agreement of the parties and may not be amended during its term except by mutual written agreement. This Agreement shall become effective July 1, [2019] 2020, and terminate June 30, [2020] 2023. Renegotiation of this Agreement shall begin no later than November 1, [2019] 2022, except as otherwise provided herein, and shall proceed pursuant to the County Collective Bargaining Law.

* * *

ARTICLE 44 – NON-PUBLIC SAFETY RETIREMENT PLANS

* * *

44.11 Cash Value of Sick Leave

Unused sick leave for participants in the RSP or GRIP plans will be paid according to the following schedule:

- Employees with at least 10 years of service and a sick leave balance of at least 120 hours shall be entitled to receive \$5,000.
- Employees with at least 20 years of service and a sick leave balance of at least 240 hours shall be entitled to receive \$10,000.

Employees may elect to defer this amount, subject to the applicable limits, to their deferred compensation account. Employees would be required to elect this option prior to separation of service. Employees without a deferred compensation plan can elect to create one prior to separation of service, or can receive the payout as a lump sum, subject to applicable tax withholding.

44.12 Unitization / Investment Options

The parties shall encourage and support the efforts of the Board of Investment trustees to broaden investment opportunities in the RSP, DROP and County Deferred Compensation Plans by offering unitization of the ERS. The parties agree to enhance the educational offerings for available investment opportunities to include any unitization options.

Should the Board decide not to offer unitization and the parties receive a favorable private letter ruling regarding the re-opening of the GRIP, then the parties agree to include this issue in the next available wage re-opener.

* * *

ARTICLE 52 – CLIMATE/CULTURE SURVEYS AND CONFLICT FACILITATION PROCESS

* * *

52.2 Climate/Culture Surveys

* * *

[(c) The parties agree that this Article shall be implemented as a pilot program effective July 1, 2017 and automatically end two (2) years later on June 30, 2019 unless extended by mutual agreement by both parties.]

52.3 Conflict Facilitation Process

* * *

(b) An employee who believes that he/she has been treated unfairly or inappropriately by his/her supervisor may request facilitation under this process. The employee must make a written request for facilitation via MCGEO and/or the [Director of Human Resources] Chief Labor Relations Officer, or his/her designee. The process may also be initiated by management. [OHR] OLR will notify the relevant department director of the request.

* * *

(e) The process includes the following possible outcomes:

* * *

- (2) The parties do not resolve the dispute; the co-facilitators may make recommendations for further action, if any, to the Department Director, [OHR] OLR Director, and Union. Possible actions include training, skill building, mentoring, referral to the EAP, etc.;
- (3) Request by any party for [OHR] OLR intervention, including, providing training, additional facilitation, team-building, etc.;

* * *

ARTICLE 53 – SUBSTITUTE, SEASONAL, AND TEMPORARY EMPLOYEES

53.1 Wages

* * *

- (b) Seasonal employees on the Seasonal Salary Schedule who do not encumber OPT/SLT unit positions shall receive a [\$.25] \$.50 an hour adjustment effective the first full pay period after the first full pay period after July 1, [2019] 2020 or the Montgomery County minimum wage, whichever is greater.
- (c) The parties agree to resolve the wage compression issues in the current Seasonal Salary Schedules by no later than August 1, 2020.

* * *

53.2 Union Security

[It shall be a continuing condition of employment that] Qualified substitute, seasonal, and temporary employees [shall] may elect to become Union members or [shall] may elect to pay a service fee. This provision shall be administered consistent with the provisions of Article 3, [Agency Shop] Union Dues, and Article 4, Voluntary Checkoff of Union Fees and Deductions.

* * *

53.4 Alternative Dispute Resolution

* * *

- (c) The Committee is made up of 3 members (one Management representative, one [OHR] OLR representative, and one Union representative).
- (d) Participation is voluntary but the [Office of Human Resources] Office of Labor Relations makes the final decision for Employer participation.

* * *

53.6 Use of Temporary Employees Bargaining Unit Members.

- (a) A department director may use a temporary employee bargaining unit member for up to forty (40) regularly scheduled hours per week for a maximum period of twelve (12) months from the date of hire.
- (b) The CAO may approve an extension of a temporary appointment for an additional 6 months.
- (c) A department director may use a temporary employee indefinitely on an intermittent, seasonal, or substitute basis.
- (d) Temporary workers will only be used to perform work that is temporary/short term, intermittent, seasonal or substitute in nature.
- (e) By July 1 of each year, the County shall provide the Union a report of temporary workers. The report will include temporary employee positions, position numbers, employees who have worked in those positions, the hours each employee has worked in a position, and the nature of the work performed.

* * *

ARTICLE 55 – COST EFFICIENCY STUDY GROUP

The parties shall establish a study group consisting of the Local 1994 President and two (2) other Union representatives[;] and the Director of OHR and two (2) other employer representatives.[and] [t]The purpose of the group shall include, but not be limited to any of the following:

* * *

- (5) Evaluate the cost effectiveness of current contracts with outside vendors who perform services that can otherwise be performed by bargaining unit members or via other more cost effective ways[;], with the County security workforce as a priority item for the study group; and
- (6) Evaluate the minimum staffing levels for essential employees during a general emergency.

* * *

APPENDIX I – OPT UNIT- SHERIFFS

* * *

(u) The following items will be referred to the Department LMRC:

- 1. Tasers: The development of a joint recommendation to the County Executive to issue tasers to all Deputies.

* * *

APPENDIX II – OPT Unit - DEPARTMENT OF HEALTH AND HUMAN SERVICES

General Issues

* * *

(e) The following will be referred to the Department-wide LMRC:

- Adoption of a site quality improvement (SQI) model for the Crisis Center.
- Improve ways to recognize Crisis Center employees for the work they do by exploring similar agency's practices.
- Implementation of an annual all-staff retreat for employees at the Crisis Center.
- Development of a vehicle to promote and highlight the work performed by the Crisis Center.
- Improving direct communication from Montgomery County Public Schools (MCPS) to HHS regarding changes at MCPS that affects bargaining unit members.

[(e)](f) The following will be referred to the [Specific] designated specific HHS LMRC:

- Office of Eligibility and Support Services (OESS) LMRC:
 - o Development of a mentorship program using a framework that considers purpose, duration, selection of mentors/mentees, expectations, stipend or other incentives for mentors, evaluation of the program, and oversight.
 - o Build on the SQI initiative to enhance teamwork and collaboration.
 - o Selection of an OESS manager and employee of the month.
 - o Selection of an employee representative from each office to attend the State meeting with an OESS administrator to observe and report back to the OESS LMRC.
- [Children Youth and Family] Child Welfare Services LMRC:

* * *

- o Compile and analyze data regarding the requirement that a LCSW-C be required to transport a child when a transportation aide is not available.

- School Health Services LMRC:

* * *

- o Convert workday from 7 to 8 hours.
- o Hiring additional substitutes and substitute SCHN/SHRA coverage.
- o School health room supplies and furnishings.
- o Procedures and practices for student referrals to health rooms.
- o MCGEO representation on School Health Council.
- o A survey of SHRTs and School Health nurses regarding training opportunities.
- o Development of a subcommittee to meet with MCPS to educate the appropriate MCPS individuals about School Health Services.

[(f)](g) [Crisis center compensation will be discussed in a subgroup of the Department LMRC] Therapists, Behavioral Health Associate Counselors, and Behavioral Health Technicians assigned to the Crisis Center shall receive a yearly stipend of \$1,500 in the last full pay period of the fiscal year. Affected employees who work a minimum of seventy-five percent (75%) of the scheduled hours in that fiscal year shall receive the stipend.

School Health Services

* * *

[(i) Refer to the following LMRC:

1. Convert workday from 7 to 8 hours
2. Hiring additional substitutes and substitute SCHN/SHRA coverage.]

[(j) The following items will be discussed by the school Health LMRC:

- School health room supplies and furnishings
- Procedures and practices for student referrals to health rooms]

* * *

APPENDIX III – DEPARTMENT OF POLICE

* * *

(b) Crossing Guards.

1. Uniform/Equipment List for Crossing Guards

Item	Quantity	Item	Quantity	Item	Quantity
------	----------	------	----------	------	----------

* * *

Coat HI-VIS Outer Winter	1	[Neckties	2]	Name Plate	2
--------------------------	---	-----------	----	------------	---

* * *

The parties agree to refer to the departmental LMRC the possibility of modifying the uniform list to provide for an appropriate summer-weight uniform.

* * *

11. Two (2) neckties shall be provided to members of the honor guard.

* * *

(c) Forensics

1. Use of Vehicles while On-Call Forensic Specialists who live in the County and those who live out of the County but near the County border (within 15 miles), will be allowed "to and from use of a County vehicle while in an on-call status. In exchange for the use of a "to and from" vehicle while on-call, Forensic Specialists will be expected to respond to calls for service. The appropriate boundary for use of a Department vehicle shall be referred to the departmental LMRC for consideration and a recommendation as to whether the boundary should remain within 15 miles, should be expanded to 25 miles, or should be set at some other appropriate distance will be made by the departmental LMRC to the Department.

* * *

[5. The following items will be referred to the departmental LMRC:

Implement a pilot 4 day/10 hour work schedule.]

[6.]5. Bargaining unit employees assigned to the Crime Lab shall be allowed to use the Department's Laundry Services for cleaning of court appearance attire, following an actual appearance in court related to job duties.

* * *

(d) Police Service Assistants

* * *

4. The following item will be referred to the departmental LMRC:

* * *

- Improve security at all stations by having SWAT conduct an assessment and implement accordingly, which shall be completed and a report made to the LMRC by December 31, 2020;

* * *

- Issue new headsets for all unit members assigned to district stations[.](;)
- Development and implementation of a plan for active shooter training;
- Emergency radio/communication equipment assessment for District Stations.

(e) Emergency Communications Center

* * *

4. The following item will be referred to the LMRC

* * *

- The parties agree to create a joint labor-management study committee consisting of three (3) representatives appointed by management and three (3) representatives appointed by the Union to study the assignment of work at the ECC. This committee will report back to the parties no later than June 30, 2012.]

* * *

[(g) Public Safety Training Academy

1. The following item will be referred to the Countywide LMRC:

- Adequate noise barriers in all unit work stations shall be installed no later than December 1, 2010.
- LMRC will conduct studies on hazardous working conditions (air quality, hearing loss, etc.)]

[(h)](g) Animal Services

1. Employees are to receive three (3) hours of court time (for court hearings in District or Circuit court) when scheduled for court on a regular day off or during off-duty hours.

2. FTO Pay: All employees who perform training, shall receive training pay as described [under] in 5.22[3] of the MCGEO contract [(\$3/hour)].

[i](h) Security Services

* * *

- [8.] The parties agree there is a need to discuss the allegations of inappropriate behavior of Lieutenants.]

- [9.]8. The department shall make every reasonable effort to provide notice to a Security Officer of a change in shift location twenty-four (24) hours prior to the beginning of the bargaining unit member's scheduled shift, provided the need for the shift location change is known by the Department twenty (24) hours in advance, and shall communicate this notice of change to the officer's County e-mail address or phone number provided by the officer. If twenty (24) hour notice cannot be provided, the officer will be notified at or near the time the need for a change in shift location arises.

- [10.]9. Business cards will be issued.

- [11.]10. Hand sanitizer and wipes will be provided at each security post.

- [12.]11. The County agrees that the current rain jacket issued to Security Officers will be replaced at time of regular replacement by a rain jacket with a hood or cape.

- [13.]12. The County will provide standard first aid kits for mobile patrols.

- [14.]13. The County will provide a cell phone for sign out and use by Sergeant or mobile patrol unit.

- [15.]14. The County will stitch Sergeant Chevrons onto Security Sergeants' jackets.

- [16.]15. At the time of replacement or new order, Security Officers will be issued outer vest carriers for their body armor. The outer vest carrier will have markings/patches for Security Services commiserate with marking/patches provided to other civilian units issued this equipment.

- [17.]16. The following items will be referred to the departmental LMRC:

* * *

- [18.]17. Security Section

* * *

APPENDIX IV – OPT Unit - DEPARTMENT OF CORRECTION AND REHABILITATION

* * *

(h) Voluntary and Involuntary Overtime

* * *

(5) Department bargaining unit employees within retirement Group E shall receive thirty (30) minutes of straight time for each shift worked in addition to the regular 8-hour tour of duty and shall not be permitted to leave the facility during a lunch break. Employees on special assignment in the administrative areas who are permitted to leave the premises for lunch shall not receive the thirty (30) minutes of straight time on any day he or she is so assigned.

* * *

(i) DOCR CHN and LPN Items

1. Uniform allowance will be increased to [~~\$250.00~~] \$375.00.

* * *

4. The Department will implement a system to identify a nurse's classification on the nurse's uniform. The identification of an appropriate classification identification system shall be referred to the DOCR LMRC, which shall make a recommendation to the Department.

* * *

(y) Resident Supervisor Uniforms

1. Current and new Resident Supervisor hires shall receive five (5) polo-style shirts and five (5) pairs of khakis. Thereafter, each year each Resident Supervisor shall receive three (3) polo-style shirts and three (3) pairs of khakis.

2. Current and new Resident Supervisors shall receive a shoe allowance of \$145 per year.

3. The implementation of a uniform cleaning service shall be referred to the DOCR LMRC, which shall make a recommendation to the Department.

* * *

APPENDIX V – OPT/SLT Units – [DEPARTMENT OF LIQUOR CONTROL] ALCOHOL BEVERAGE SERVICES (ABS)

* * *

(b) [DLC] ABS shall track all route assignments on a weekly basis, so as to ensure equal work distribution among drivers.

* * *

(f) [DLC] ABS shall provide additional manpower at stops where there is a demonstrated need.

* * *

(g) [DLC] ABS and the Union shall establish a Labor Management Relations Committee to discuss routing, safety, and other mutual concerns.

* * *

(h) All new [DLC] ABS trucks will be provided with air-conditioning, if available from the original equipment manufacturer.

* * *

(i) [DLC] ABS employees who handle glass products shall be issued safety glasses.

* * *

(k) The County provides the following uniforms to [DLC] ABS warehouse and delivery personnel:

* * *

(l) The following items are referred to the LMRC:

* * *

11. The parties shall discuss how discipline is applied in the Department.

* * *

(n) The parties agree to enter into an MOU detailing exceptions to the essential employee policy for warehouse and store personnel.

* * *

APPENDIX VI – OPT/SLT Units – DEPARTMENT OF TRANSPORTATION

* * *

(c) Highway Services

* * *

5. DOT - Highways shall contribute up to \$200.00 during FY21 towards the purchase of safety shoes by employees, as required or recommended by management for DOT Highways Services employees. To receive reimbursement, the employee must present a valid receipt for the purchase of the shoes to his or her assigned Department or Agency, the shoes must fit the job assignment of the bargaining unit employee as determined by Risk Management, and the shoes must comply with American National Standard Institute (ANSI) safety standard ANSI:Z411999 or any subsequently adopted appropriate ANSI or ASTM standard.

* * *

APPENDIX IX – PERFORMANCE PLANNING AND EVALUATION PROCEDURES FOR BARGAINING UNIT EMPLOYEES

* * *

- (4) Performance management, the performance plan, the performance planning process, and performance evaluation.

- (a) Performance management. Performance management is the responsibility of the supervisor and includes:

* * *

- (ii) ongoing monitoring of the employee's or team's performance with periodic oral or written feedback, coaching, training, or other action to enhance performance[;]including appropriate training for effective coaching, counseling, and mentoring of employees that shall be required for supervisors, managers, and bargaining unit employees as appropriate;

* * *

- (d) Performance evaluation.

* * *

- (ii) Progress discussion. At a minimum, [A]after approximately half of the annual review period has passed, a supervisor should conduct an in-person comprehensive progress discussion with any employee who is meeting expectations and must conduct an in-person [a]comprehensive progress discussion with [the]any employee who is not meeting expectations. Such discussion shall [that] cover[s] all elements of the performance plan and include opportunities for employee feedback. The supervisor and employee should sign and date the evaluation form to document a comprehensive progress discussion. The supervisor must document the substance of the progress discussion if the discussion resulted in a change to the performance plan or if specific performance issues were brought to the employee's attention.

* * *

APPENDIX X – DEPARTMENT OF PERMITTING SERVICES

* * *

- (a) [As an alternative to installing laptop computer mounts in vehicles, a limited scope pilot program will be implemented to assess the feasibility of using voice recognition software to enter data into the laptop computer.] The DPS LMRC will continue to explore alternative/mobile workstations for Field Inspectors.
- (b) The following items will be referred to the LMRC:
- replace current vehicles used by unit members with 4X4 vehicles equipped with appropriate equipment and supplies. The parties agree to refer this item to the Countywide LMRC.
 - Job related training will continue to be provided.
 - Foreign language training is available through tuition assistance program.
 - [• Eliminate Customer Service Division and return bargaining unit workers to land development or building construction as appropriate. (As an alternative, a general proposal for management to share customer input with Union and jointly develop agency improvements to address customer suggestions)]
 - [• Annually, within one month of the beginning of the fiscal year, provide field inspectors with three baseball caps, one insulated winter cap (with tie-down ear muffs), one pair of safety boots (with nail proof soles), one set of insulated overalls (if the inspector requests), and 3 long and 3 short-sleeved shirts with DPS logo. If DPS 'enterprise' funding is insufficient, then transfer general funds to DPS for purchase.]
 - [• Annually, three months prior to December 31st, provide hard copy calendars to bargaining unit employees. If DPS 'enterprise' funding is insufficient, then transfer general funds to DPS for purchase.]
 - [• Immediately provide field inspectors 'real time' access to Hansen data base in the field, with record update or add times through Network Connect and Windows Secure Application Manager that are as fast as was available through DPSIO Direct Access, i.e. within one second of hitting the update button.]
 - Immediately create "redundancy" capability such that field inspectors do not lose data entered into new or modified, but unsaved, Hansen records when the wireless connection is temporarily lost (as was the case with DPSIO Direct Access).
 - [When requested by the inspector, immediately provide multiple replacement inkjet cartridges to field inspectors for use in printers to print reports in the field.] Management will continue to provide inkjet cartridges to inspectors as requested.

- [Within three months develop and implement an automated permit renewal notification system. Hansen to generate permit renewal letters 45 days prior to permit expiration, via email or letter to the permit holder, with cc to the appropriate DPS field inspector.] The LMRC will continue to discuss the creation of automated permit renewal letters as needed and where appropriate.
- [• The LMRC will review and recommend changes to the fire marshal on-call rotation no later than December 1, 2017.]
- [• The LMRC will review and recommend appropriate safety/OHSA training no later than December 1, 2017.]
- [• In order to enhance efficiency, the LMRC will develop an area assignment procedure for field inspectors to be reviewed no later than December 1, 2017.]
- [• The LMRC will review and recommend guidelines for promotions no later than December 1, 2017.]

* * *

- (c) The Department will provide [boots] one pair of safety boots (with nail proof soles), one set of insulated overalls (if the inspector requests), insulated winter parkas, rain gear, insulated gloves, and winter and summer hats to bargaining unit members with field assignments. If DPS "enterprise" funding is insufficient, then the LMRC will transfer funds to DPS for purchase.
- (d) The Department shall incorporate [provide hazardous locations] hazardous materials awareness training for code enforcement inspectors as part of the Department's overall continuous safety training.

* * *

**[Appendix XI – Revised Attendance Policy, Effective: July 1, 2018] APPENDIX XI – ATTENDANCE POLICY
UX – NOVEMBER 2019**

[An Operator, Transit Coordinator or Motor Pool Attendant who accumulates twenty (20) or more points will be subject to progressive discipline as follows:

- Tier 1: One day suspension
- Tier 2: Three day suspension
- Tier 3: Five day suspension
- Tier 4: Dismissal]

[The imposition of the steps in progressive discipline will reduce the employee's point by ten points. If the employee clears any remaining points following the imposition of disciplinary action and has no other attendance related discipline for the subsequent 12 Months, the employee's discipline will reset at "Tier 1". If the employee is unable to clear the remaining ten points before the next disciplinary incident, the employee will be subject to the next Tier in the progression of disciplinary action (Tier 2-3 and dismissal). Employees may waive their right to ADR for Tier #1 and/or Tier #2.]

[Incidents of Non-Attendance and Points]

[Any unscheduled absence of less than four hours (3 points)
Any unscheduled absence of four hours or more (7 points)
Any unscheduled absence of a second half of a split (5 points)
Any call in sick (2 points)]

[Call in sick has a maximum of three days, on the fourth day, two (2) additional points for each subsequent day thereafter will be assessed daily, to a maximum of ten (10) points per call in sick occurrence. On the Fourth Day and thereafter, the employee is required to call in daily; otherwise the unscheduled absence will be considered AWOL.]

["Extraordinary Circumstances": Points for absences that result from a documented event and/or "Act of God" that are emergency in nature, a spontaneous, ad hoc, non-routine, catastrophic incident may be excused if determined by the Chief of Operations. The Union has the burden of demonstrating that the event meets the definition of "extraordinary circumstances" and that good cause exists for excusing and not charging the employees with an absence.]

[Patterns of Unscheduled Absences]

[Pattern absences will be defined as follows:
Three (3) call outs on the same day of the week
Four (4) call outs before and/or after scheduled days off
Four (4) call outs on the weekend (Saturday and/or Sunday)
Three (3) call outs, which result in three consecutive days off
Three or more sick call outs which result in three days or more off]

[Patterns will be calculated on a calendar year.]

[Pattern violations will result in discipline of an additional four points for any pattern assessed.]

[Incentive Program]

For every month in which the employee has no incident of non-attendance activity covered by the point system, the employee's point total will be reduced by two (2) points. Beginning with the (6th) sixth consecutive month without such an incident and for each month thereafter the employees point total will be reduced by three (3) points. The point cannot be less than zero.]

[AWOL]

[The employee will be considered AWOL if he/she does not contact their supervisor or show for work by the scheduled end of their run and/o shift. The first AWOL workday will be assessed ten (10) points, skip a Tier for the second AWOL and immediate dismissal for the third AWOL in a rolling (24) twenty four month period. An employee shall be deemed to have abandoned his/her job upon being AWOL for (3) three consecutive days without communicating to Management.]

[1. Each employee will be notified in writing of all points assessed against him/her and will be counseled upon accumulating ten (10) or more points.]

PURPOSE:

The purpose of this policy is to establish a uniform Attendance Policy for all Bus Operators, Transit Coordinators and Motor Pool Attendants in the Department of Transportation, Division of Transit Services, assuring maintenance of accurate attendance records and recognizing perfect attendance.

IMPLEMENTATION:

Under this procedure, employee attendance records will be established effective January 1, 2020. Any pending disciplinary actions subject to review by the Alternate Dispute Resolution (ADR) procedures and initiated prior to this policy, will not be affected by this, change and will be carried out under the Attendance Policy in the CBA effective July 1, 2018. All disciplinary actions initiated for violations occurring after the effective date of this policy shall be subject to the procedures established herein.

I. GENERAL

- A. Employees are expected to be regular in their attendance.
- B. Regular attendance is essential to the provision of reliable services to the public. Therefore, it is expected that Department of Transportation, Division of Transit Services personnel will be present and ready to begin work at the designated starting time on each scheduled workday.
- C. Employees are expected to schedule their absences in advance.
- D. An employee who fails to maintain a satisfactory attendance record will be disciplined in accordance with the policy. An employee who has three (3) consecutive pay periods without an unscheduled occurrence will reduce their current total by one (1) occurrence.
- E. At the beginning of January and July of each Calendar Year each employee's attendance will be tracked.
 - a. Any "Unscheduled Absences" will be accumulated, a balance maintained, and discipline imposed.
 - b. When the balance of occurrences of "Unscheduled Absences" reaches levels specified in this policy, the employee will be disciplined.

"Unscheduled Absences" hours are to be deducted from the employee's current annual leave, sick leave, personal leave or compensatory leave balances. In the event that the employee does not have a leave balance sufficient to cover his/her unscheduled absence, he/she will be charged leave without pay (LWOP)

The employee must contact the assignment desk to report an absence. If an employee calls Central Communication to call out, the Central Communication Leader must tell the

employee to call the depot and speak with the desk coordinator or Supervisor at the desk and the Communication Leader must call the depot to let the depot know of the employee calling out from work.

In cases where the operator needs to substitute leave, a formal request will be made to the Division Chief/Designee. These requests will not be unreasonably denied. The Division Chief/Designee will consider such requests on a case-by-case basis.

II. DEFINITIONS/ LEAVE PROCEDURES

A. Balance - Sum of occurrences under this policy beginning January 1, 2020.

B. "Doubled Unscheduled Absences" - Two Unscheduled Absences will be charged if an unscheduled absence occurs in the following situations:

a. Used by an employee who leaves the work site prior to the end of the scheduled work shift without notifying a Supervisor.

b. Used when an employee has been scheduled for either voluntary or involuntary overtime:

c. Used on a day when a leave request has been denied,, including individual leave requests and requests made during the vacation pick

d. Used on the day after the Super Bowl

e. Used the day after Thanksgiving

C. Patterns of Absences

• Three (3) call outs on the same day of the week.

• Four (4) call outs before and/or after scheduled days off

• Four (4) call outs on the weekend (Saturday and/or Sunday)

• Three or more sick call outs which result in three days or more off

• Failure to notify 60 minutes prior to your scheduled report twice

• Payday Fridays: second payday Friday callout in the tracking period will count as two unscheduled absences and payday Friday callouts thereafter will count as two unscheduled absences

• Patterns will be calculated at the beginning of January and July of each Calendar Year.

D. Scheduled Absence - The use of annual leave, sick leave, personal leave, compensatory leave, or leave without pay that has been approved in advance by the depot chief's designee.

E. Unscheduled Absence - Any period of time in which an employee is scheduled to work, but fails to do so, will be recorded as a separate absence. Patterns of absences will result in enhanced steps in discipline. An exception may be made by the Depot Chief on a case-by-case basis. The operators work history and attendance must be considered in review of the exception requests.

An operator must have enough sick leave hours to cover the requested days off;

1. Call in sick bas a maximum of 3 days, on the fourth day and there after the employee will be assessed an occurrence for each day.
2. If an operator does not have sick leave hours to cover the requested days off, each day will be considered an occurrence.
3. Partial days off, 1st half and/or 2nd half of a split shift; each shift will be considered ½ of an occurrence.
4. If an employee knows that he or she will be out multiple days, the employee or Desk Coordinator should alert the supervisor assigned to the desk. If not, the bus operator must call in every day they are on unscheduled leave.

F. Absent Without Official Leave (AWOL)

An employee who fails to report for duty as scheduled or who fails to notify the assignment desk of their whereabouts within 60 minutes of the start of their shift or who leaves the work site prior to the end of the scheduled work day without notifying a supervisor shall be considered AWOL.

- a. considered absent without leave;
- b. placed in a non-pay status for the period in question; and
- c. subject to appropriate disciplinary action.

G. Occurrence - Each daily unscheduled absence or AWOL will be recorded as a separate occurrence. The operators work history and attendance must be considered in review of occurrences. Any pattern will be one (1) additional occurrence.

Late Reports - Any late report will be calculated as one half (1/2) occurrence.

III. CREDIT FOR EXCELLENT ATTENDANCE

Credit will be given for Perfect Attendance. If an employee has perfect attendance for each 6-month period, a \$250.00 bonus will be issued to the employee.

IV. IMPLEMENTATION OF POLICY

The parties will conduct joint training of the new Attendance Policy to all affected employees. The joint training will be provided by all shop stewards and supervisory personnel at agreed upon dates, times, and locations. It is to begin within the first 30 days of the new Attendance Policy.

V. ATTENDANCE RESET

While perfect attendance is possible, most employees will be charged with unscheduled absences from time to time. Except for the conditions noted below, employees can remove one (1) occurrence of unscheduled absence from his/her attendance records for every three pay periods for which no occurrences have occurred. All occurrences will reset to zero (0) at the beginning of each six (6) month tracking period. If an employee reaches Corrective Action within the six (6) month tracking period, the occurrences accumulated will carry over. After discipline is issued if an employee does not receive any further Corrective Action within the current tracking period the occurrences will be reset to zero (0).

VI. EXTRAORDINARY CIRCUMSTANCES

Late reports that result from a documented event and/or "Act of God" that are emergency in nature, a spontaneous, ad hoc, non routine, catastrophic incident may be excused if determined by the Chief of Operations. The Union has the burden of demonstrating that the event meets the definition of "extraordinary circumstances" and that good cause exists for excusing and not charging the employees with an absence.

VII. MONITORING AND ENFORCEMENT

Supervisors will maintain attendance records and monitor their employees in accordance with this policy. Merit status Employees who do not meet the standards described herein will be disciplined according to the following schedule. When an employee reaches 3 occurrences, they will receive written notification via an email, as well as the Section Chief, shop stewards and the Union. Written reprimand-will be given when an employee reaches six (6) occurrences.

<u>Balance of Occurrences</u>	<u>Corrective Action</u>
<u>7</u>	<u>One Day Suspension</u>
<u>8</u>	<u>Five Day Suspension</u>
<u>9</u>	<u>Ten Day Suspension</u>
<u>10</u>	<u>Dismissal</u>

Absent Without Official Leave (AWOL)

<u>Balance of Occurrences</u>	<u>Corrective Action</u>
<u>1</u>	<u>Written Reprimand</u>
<u>2</u>	<u>Five Day Suspension</u>
<u>3</u>	<u>Dismissal</u>

Three (3) consecutive days of AWOL is cause for Dismissal

The County maintains a multi-step progressive discipline track for attendance violations. It is understood by the County and the Union that the disciplinary process will not be referred to Pre-disciplinary Settlement Conferences (ADR) for review except for dismissal cases and cases wherein the facts of the matter are in dispute or if the Union deems it necessary.

* * *

APPENDIX XIII - DEPARTMENT OF PUBLIC LIBRARIES

(a) The following items will be referred to the LMRC:

* * *

- Continuing to secure staff work areas in all branches.
- The Department will address heating and cooling issues identified by the Union.
- Safety and security protocols: to include police presence, PA systems, panic buttons, security cameras, wearable communication devices, and resolve security issues as they arise.
- Lighting issues: both interior and exterior. The Union will identify concerns.
- If Department-wide reassignments are needed, the Department will inform the Union in order to give them an opportunity for feedback prior to notifying staff of reassignments.

(b) [Copies of]The designated Union representative will be copied on all Incident Reports upon submission [to the Union on a quarterly basis].

* * *

(h) Work-life issues are reviewed by the Department Director and every attempt is made to satisfy these requests as long as they are fair to other staff and within the resources, policies, and procedures of the Department.

* * *

APPENDIX XV – DEPARTMENT OF RECREATION

[(a) The following items are referred to the LMRC Building Maintenance Subcommittee:

- Clean vents/ducts in all facilities;
- Upgrade heating/AC at 4010 Randolph Rd.

- Contract cleaners will be asked to increase high dusting that often serves as a collection area around intake and exhaust areas]

[(b)]The following item will be referred to the safety and health subcommittee of the LMRC:

- [• Replace current furniture with ergonomically designed work stations and chairs;]
- The Department will continue to make replacements and upgrades as needed based on funding availability.

[(c) The following item is referred to the LMRC: Improve ADPICS/FAMIS training from Finance.]

[(d) The parties agree to create a subcommittee of the County-wide LMRC, consisting of three (3) members appointed by management and three (3) members appointed by the Union, to look at issues related to wage compression resulting from increases to the minimum wage. This subcommittee shall report back to the main County-wide LMRC, no later than November 1, 2017.]

* * *

APPENDIX XX – DEPARTMENT OF GENERAL SERVICES [– BUILDING ISSUES]

(a) All building maintenance related issues from all departmental appendices will be moved to this appendix.

- Clean vents/ducts in all facilities
- Contract cleaners will be asked to increase high dusting that often serves as a collection area around intake and exhaust areas.

* * *

(f) Fleet Management

* * *

(5) Fleet Management Services shall contribute up to \$200.00 annually towards the purchase of safety shoes by employees, as required or recommended by management. To receive reimbursement, the employee must present a valid receipt for the purchase of the shoes to his or her assigned Department or Agency, the shoes must fit the job assignment of the bargaining unit employee as determined by Risk Management, and the shoes must comply with American National Standard Institute (ANSI) safety standard ANSI:Z411999 or any subsequently adopted appropriate ANSI or ASTM standard.

(6) Inclement Weather Events

The following shall apply to all designated emergency essential Fleet Management Services bargaining unit employees who are assigned to work during periods of County-initiated inclement weather and other emergency events:

- (i) Fleet Management Services shall assign work shifts due to operational needs of up to twelve (12) hours and not to exceed fourteen (14) hours;
- (ii) Fleet Management Service shall provide designated rest period of not less than ten (10) hours. The designated rest periods include time reserved for matters related to personal hygiene (shower, clean up, etc.);
- (iii) Fleet Management Services shall provide clean and safe sleeping quarters and sleeping supplies;
- (iv) Fleet Management Services employees are responsible for keeping issued sleep kits in good condition and returning all contents at the end of the event.
- (v) Meals will be provided for each shift three (3) times a day at designated Department of Transportation facilities through the period of inclement weather or other emergency event; DGS will make every effort to ensure that employees will receive not less than two (2) hot meals. DGS will not reimburse bargaining unit employees for meals purchased when meals are provided by the County.
- (vi) All hours covered by the County-designated inclement weather or other emergency event shall be paid in accordance with incident-specific guidance issued by the County, current payroll procedures, and the collective bargaining agreement.
- (vii) Employees can accrue no more than forty (40) hours of compensatory leave during a County-designated inclement weather or other emergency event during a calendar year.

* * *

APPENDIX XXIV – CORE TRAINING PROGRAMS

The County-wide LMRC shall discuss the following training matters:

(a) Alcohol and Beverage Services

(1) Warehouse staff should be trained on FMLA, Sick Leave and EEO.

(b) Department of General Services

(1) Additional training for trades.

(2) Training for temps on flagging.

(c) Department of Housing and Community Affairs (DHCA)

(1) Field Training Officers.

(2) Standardized Training.

(d) Department of Permitting Services (DPS)

(1) Training Managers MCGEO Contract.

(2) Constructions wants training offered at UMD.

(3) Mandatory first day training on safety of Field Inspectors.

(e) MC311

(1) Management intervention with hostile abusive calls.

(f) Department of Recreation (REC)

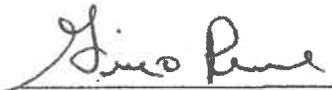
(1) Policy on handling complaints that are made by residents.

* * *

IN WITNESS WHEREOF, the parties hereto have caused their names to be subscribed by their duly authorized officers and representatives this ____ day of March 2020.

United Food and Commercial Workers
Local 1994, Municipal & County
Government Employees Organization

Montgomery County Government
Montgomery County, Maryland



Gino Renne
President

3/27/20
Date



Marc Elrich
County Executive

3/31/2020
Date



On behalf of Steven Sluchansky
Steven Sluchansky
Chief Labor Relations Officer

03/27/2020
Date

Approved for form and legality by:



Edward E. Haenftling, Jr.
Associate County Attorney

3/27/2020
Date

Side Letter
Article 9 – Working Conditions
CDL

The parties agree as follows:

- Issue #1: Physicals will be scheduled at least 30 days prior to the expiration of the individual's DOT card.

OMS will commit to an enhancement to the schedule process that will allow CDL holders to be scheduled for their physicals 30-60 days in advance of their expiration date. This enhancement will be implemented no later than July 1, 2020.

- Issue #2: DOT physicals for CDL holders on light duty. Currently the County is denying physicals to CDL holders on light duty.

OHR agrees to implement by July 1, 2020, a program that will include physical exams for employees in a light duty status.

If the employee does not pass the physical exam based on federally required standards, their DOT card will not be issued and the employee shall return to light duty in accordance with Appendix VIII Reasonable Accommodation through the 90-day priority consideration process to help them find another position within County government that they are qualified to fill.

By January 31, 2021, OHR and MCGEO will analyze the data from the implementation of the light duty physicals program through December 1, 2020, to determine whether the process was effective or if it needs revision.

Side Letter
Article 23 – Promotions
Promotion Process

The parties acknowledge that they have a mutual interest in assuring equity, integrity and confidence in the promotion process. Accordingly, the parties agree to work collaboratively to clarify and improve communication and understanding between management and employees related to promotion practices.

Specifically, the parties agree as follows:

- MCGEO will be given an opportunity to consult on the Office of Human Resources (OHR) projects described in this side letter. If MCGEO is dissatisfied with the results of OHR's efforts after the opportunity to consult, it may demand to bargain on any subject related to the promotion process which is bargainable and not a preserved management right
- OHR will undertake the following projects:
 1. OHR will work to improve the County's promotional process and selection guidelines for promotion interview panels by developing and refining selection criteria to help ensure that the interview panel provides equal opportunity for all. OHR will also review interview panel participation guidelines to determine how to fairly deal with any individuals who have relevant EEO findings, adverse disciplinary actions, and/or grievances within the last five (5) years.
 2. OHR will develop and provide "how-to" guidance for employees to secure interview feedback upon request. Additionally, information regarding the promotion process is available on the OHR website.
 3. OHR will work with departments to establish recruitment and selection timeframes for each department, beginning from the time a position is posted to the time a position is filled, and communicate the estimated time to fill positions to applicants.
 4. OHR will share copies of the current evaluation forms used by promotion interview panels with MCGEO for MCGEO to provide comments.
- Department LMRCs will discuss vacancies and the process to track the time it takes departments to post and fill vacancies.
- MCGEO acknowledges that the selection of the members of an interview panel, using the guidance set forth in the interview panel selection criteria, is within management's discretion and may not grieve or seek to arbitrate the selection of any interview panel member.

Memorandum of Understanding between

UFCW Local 1994 MCGEO

and

Montgomery County Government

Montgomery County Maryland

This Memorandum of Understanding (MOU) between the Montgomery County Government (hereinafter, the "County") and UFCW Local 1994 MCGEO (hereinafter "MCGEO") hereby memorializes the agreements between the parties, arising out of collective bargaining negotiations that occurred during November 2019 through February 2020.

1. The parties acknowledge the importance of certain issues with respect to the Department of Health & Human Services ("HHS") and enter into this MOU as a supplement to Appendix II to the collective bargaining agreement.
2. Office of Eligibility and Support Services (OESS).
 - a. HHS shall work to improve communications with bargaining unit members by:
 - (i) Visiting each County HHS office to explain, in detail, the change in the case accuracy weight from twenty percent (20%) to fifty percent (50%);
 - (ii) Providing an overview of the organizational structure, including the appropriate roles and responsibilities;
 - (iii) Providing an overview of the relationship between the County HHS and the Maryland State Department of Human Services and the Maryland State Department of Health;
 - (iv) Continuing to convene monthly team meetings, by location, for the purposes of sharing information and conducting necessary trainings; and
 - (v) Explore development of a newsletter or other communication strategies to provide information and training opportunities.
 - b. HHS shall work to improve outcomes by:
 - (i) Continuing the practice of reviewing OESS-wide errors regularly to look for patterns and provide training based on identified patterns;
 - (ii) Providing management with training focused on supportive coaching techniques through the Department's Center for Continuous Learning (CCL) and other training opportunities;
 - (iii) Exploring the development a mentorship program;
 - (iv) Develop a peer and/or team review process prior to the submission of cases to find and correct errors; and
 - (v) Conducting a time-management training specific to OESS through the Department's Center for Continuous Learning (CCL) and other training avenues.

- c. HHS shall develop clear standard operating procedures (SOPs), including quality assurance (QA) processes. In accordance with this item, the parties establish the following guidelines:
 - (i) HHS shall reference the SOP violated when an employee error is documented during training and other learning opportunities; and
 - (ii) Consistent with the guidelines from the Maryland Department of Human Resources stating that errors identified as a result of the Pyramid Review process shall be corrected as soon as possible but no later than 10 days, OESS will ensure that the timeframe given to staff to correct errors is consistent across all office locations.
 - (iii) Errors shall not be counted before a case is finalized to ensure alignment with State policy and local procedure.

3. Child Welfare Services (CWS).

- a. HHS shall work to improve communications with bargaining unit members by:
 - (i) Ensuring that the process about using comp-time, overtime, and flextime is clear and understood by supervisors; and
 - (ii) Focusing communications on emergent and anticipated issues.
- b. HHS shall conduct training focused on managing Child Welfare caseloads through the Department's Center for Continuous Learning (CCL).
- c. HHS shall develop clear standard operating procedures (SOPs), including quality assurance (QA) processes. The SOPs and QA processes shall:
 - (i) Develop a process to enable bargaining unit members to move within CWS outside of the transfer line process without requiring the individual to take a demotion;
 - (ii) Work to enhance the telework opportunities for bargaining unit members
 - (iii) Provide additional options to address stress management and member burn out through the Department's Center for Continuous Learning (CCL) and other training opportunities.
 - (iv) Develop a formula to apply when there are caseload increases to ensure the appropriate ratio of workers to support staff. (Refer to CWS LMRC)
- d. HHS will continue to explore the development of a "float" team, recognizing that additional staff is required for this effort.

4. Crisis Center.

- a. HHS and MCGEO will review the schedule process using an interest-based process.
- b. HHS shall explore the feasibility of alternative work schedules.

5. School Health Services.

- a. The County and MCGEO agree that certain issues identified during the collective bargaining process should be referred back to the School Health Services LMRC for

further consideration. To further that discussion, the Chief Labor Relations Officer and the President of MCGEO as well as the Director, DHHS and the Chief for Public Health Services shall jointly attend a session of the School Health Services LMRC to present on the respective interests of the parties and to facilitate discussion. This session should include a review of all previous SHS LMRC discussions related to issues outline in 5 (b) to determine appropriate level of discussion moving forward.

- b. The identified issues to be referred back to the School Health Services LMRC include the need for transparent communication regarding merit positions, creation of a residency program for School Health nurses (this issue is incumbent upon securing additional staffing), the review of the liability associated with each School Health nurse assignment, an increase in the number of SHRT team meetings to include additional opportunities for recognition based on the school year calendar, a review of the current structure for clinical orientation of School Health nurses, and a review of the process for assignments.
- c. If the identified issues are not resolved by the School Health Services LMRC before December 31, 2020, these issues shall be escalated to the DHHS LMRC.

6. The terms herein are effective upon the execution of this MOU.

IN WITNESS WHEREOF, the parties hereto have caused their names to be subscribed hereto by their duly authorized officer and representatives, this _____ day of February 2020.

UFCW Local 1994, MCGEO:

Montgomery County, Maryland:

By: _____
Gino Renne
President
Date

By: _____
Steven Sluchansky
Chief Labor Relations Officer
Date

By: _____
Raymond L. Crowel, Psy.D.
Director
Date

For Form and Legality

Edward E. Haenftling, Jr.
Associate County Attorney
Date

Memorandum of Understanding between

UFCW Local 1994 MCGEO

and

Montgomery County Government

Montgomery County Maryland

This Memorandum of Understanding (MOU) between Montgomery County Government (hereinafter, the "County") and UFCW Local 1994 MCGEO (hereinafter "MCGEO") hereby memorializes the agreements between the parties, arising out of collective bargaining negotiations that occurred during November 2019 through February 2020.

1. The parties acknowledge that the establishment and maintenance of policies and standard operating procedures (SOPs) for the safety and security of County employees is critical to changing the culture around physical safety.
2. The parties recognize a joint interest in establishing, reviewing, and updating policies at both the County-wide and department levels as it relates to safety of the workforce, to include the following subjects:
 - a. Ensuring accountability of newly implemented or existing security measures and policies, to include security drills.
 - b. Maintaining plans at each facility for employees working alone or at late hours, and to include this kind of information in department level orientation and onboarding for new employees.
 - c. Developing a County-wide SOP relating to the monitoring of cameras.
 - d. Adapting the existing Alert Montgomery system to enable targeted communications to notify all potentially affected employees of real-time events that pose an active security risk, and developing a policy to govern the alert system, which recognizes the need to be sensitive to the nature of the issue requiring an alert.
 - e. Implementing and/or improving the exit interview process and ensuring all County items are collected, access to County facilities and technology is appropriately removed, and all appropriate parties are notified.
 - f. Creating and maintaining a database for all employees to see trespassers and security bulletins.
3. The parties make the following recommendations to assist in the process of developing, reviewing, and updating County-wide and department policies and SOPs:
 - a. Inclusion of relevant outside agencies.
 - b. Seek informational sessions from relevant experts, such as Office of Emergency Management and Homeland Security for emergency operations procedures and County Security for existing security camera technologies.
 - c. Clearly define by department what constitutes a security risk or event.
 - d. Maintain appropriate public access to County facilities.

4. The parties agree that the Director of Human Resources and the Chief Labor Relations Officer are responsible for the following:
 - a. Working with departments and the County-wide LMRC to develop and/or update SOPs and policies.
 - b. Providing an update at each County-wide LMRC meeting on departmental progress of SOP and policy development, to begin by no later than January 2021, with all SOPs and policies to be completed by no later than January 2022.
 - c. Providing a summary update of progress on SOP and policy development and/or implementation to County employees and MCGEO annually.

5. This MOU is effective July 1, 2020.

IN WITNESS WHEREOF, the parties hereto have caused their names to be subscribed hereto by their duly authorized officer and representatives, this 21st day of January 2020.

UFCW Local 1994, MCGEO:

Montgomery County, Maryland:

By: 
Gino Renne
President

1/24/20
Date

By: 
Steven Sluchansky
Chief Labor Relations Officer

1/24/20
Date

By: 
Berke Attila
Director, Office of Human Resources

1/24/2020
Date

For Form and Legality


Edward E. Haenfling, Jr.
Associate County Attorney

1/24/2020
Date

Memorandum of Understanding between

UFCW Local 1994 MCGEO

and

**Montgomery County Government
Montgomery County Maryland**

This Memorandum of Understanding (MOU) between the Montgomery County Government (hereinafter, the "County") and UFCW Local 1994 MCGEO (hereinafter "MCGEO") hereby memorializes the agreements between the parties, arising out of collective bargaining negotiations that occurred during November 2019 through February 2020.

1. The parties acknowledge that providing training, outreach, and education to County employees on safety policies and procedures is critical to changing the culture around physical safety.
2. The parties recognize that the existing Collective Bargaining Agreement (CBA) contains several provisions dealing with the subject of safety, and the follow-through on implementation of the provisions may be incomplete or employees may not be aware of the results.
3. Specifically, article 34.10 (c) reads:

"Each department shall develop an employee and worksite safety policy, to include following the County's established guidelines in general emergency preparedness training (which includes active shooter training) and the subject of public access in the workplace. Each worksite specific policy should identify processes to restrict access to employee work areas where operationally appropriate, without impacting customer service. Department employees can provide their areas of focus to the worksite safety coordinators by June 30th each year. All updates to policies shall be submitted to the LMRC Steering Committee for review as they are revised."
4. The parties agree that the Director of Human Resources or the Chief Labor Relations Officer shall follow up with each department to determine where it stands with regards to implementing the above article by January 1, 2021.
5. The parties refer to the County-wide LMRC the task of creating a template for a training policy for employee and worksite safety training, outreach, and education, to be shared with County departments. The subject of creating the template must be on the County-wide LMRC agenda by January 1, 2021. All agreed upon training shall be mandatory.
6. The parties agree that the Director of Human Resources and the Chief Labor Relations Officer are also responsible for the following:
 - a. Working with departments to:
 - i. Ensure they receive deadlines to create and/or update their training policy
 - ii. Provide or arrange training as requested for use or application of the training policy template

- iii. Create a training policy review and update schedule, to include requirement of an update to the training policy within 3 months of any security assessment performed on their facilities
- b. Developing and following through with departments on a schedule for training and retraining on the training policy
- c. Working with relevant partners to determine outreach and education options for the policy to ensure awareness of the policy and its contents
- d. Upon request of the County-wide LMRC, providing an update on progress at an LMRC meeting

7. This MOU is effective July 1, 2020.

IN WITNESS WHEREOF, the parties hereto have caused their names to be subscribed hereto by their duly authorized officer and representatives, this 24th day of January 2020.

UFCW Local 1994, MCGEO:

Montgomery County, Maryland:

By: Gino Renne 1/24/20
Gino Renne Date
President

By: Steven Sluchansky 1/24/20
Steven Sluchansky Date
Chief Labor Relations Officer

By: Berke Atila 1/24/2020
Berke Atila Date
Director, Office of Human Resources

For Form and Legality

By: Edward E. Haenftling, Jr. 1/24/2020
Edward E. Haenftling, Jr. Date
Associate County Attorney

Memorandum of Understanding between

UFCW Local 1994 MCGEO

and

**Montgomery County Government
Montgomery County Maryland**

This Memorandum of Understanding (MOU) between the Montgomery County Government (hereinafter, the "County") and UFCW Local 1994 MCGEO (hereinafter "MCGEO") hereby memorializes the agreements between the parties, arising out of collective bargaining negotiations that occurred during November 2019 through February 2020.

1. The parties agree that certain one-time technological upgrades are necessary at the Montgomery County Detention Center (MCDC) located at 1307 Seven Locks Road in Rockville, Maryland. This MOU describes the particular upgrades and expected associated costs.
2. The County shall update the external intercom and camera system at an expected cost not-to-exceed \$3,790.00.
3. The County shall purchase and install card readers for the northwest middle slider door (identified as Door C1021) at an expected cost not to exceed \$2,499.00.
4. This MOU is effective July 1, 2020.

IN WITNESS WHEREOF, the parties hereto have caused their names to be subscribed hereto by their duly authorized officer and representatives, this 3rd day of ~~January~~ ^{February} 2020.

UFCW Local 1994, MCGEO:

Montgomery County, Maryland:

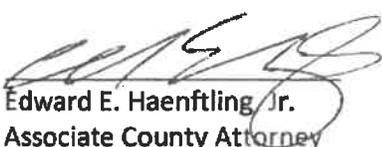
By: 
Gino Renne
President

1/30/20
Date

By: 
Steven Sluchansky
Chief Labor Relations Officer

1/30/2020
Date

For Form and Legality


Edward E. Haenftling Jr.
Associate County Attorney

2/3/2020
Date

Memorandum of Understanding between

UFCW Local 1994 MCGEO

and

**Montgomery County Government
Montgomery County Maryland**

This Memorandum of Understanding (MOU) between the Montgomery County Government (hereinafter, the "County") and UFCW Local 1994 MCGEO (hereinafter "MCGEO") hereby memorializes the agreements between the parties, arising out of collective bargaining negotiations that occurred during November 2019 through February 2020.

1. The County and MCGEO share an interest in determining the feasibility of improving certain benefits for bargaining unit employees. Accordingly, pursuant to this MOU, the parties agree to convene a study group or refer the issue to an existing committee as indicated.
2. The parties shall convene a study group to develop a student loan repayment program prior to June 2020. The study group shall consist of at least three (3), but no more than five (5), representatives from the County and MCGEO. Subject matter experts jointly requested by the study group shall not count against the number of designated representatives. If the study group determines a student loan repayment program is feasible, the study group shall issue its recommendation to the Chief Administrative Officer in time for the program to become effective in Fiscal Year 2021.
3. The parties agree to refer potential enhancements to the Lasik and Dental benefits to the joint labor management health committee.
4. This MOU is effective upon the execution of this MOU.

IN WITNESS WHEREOF, the parties hereto have caused their names to be subscribed hereto by their duly authorized officer and representatives, this ____ day of February 2020.

UFCW Local 1994, MCGEO:

Montgomery County, Maryland:

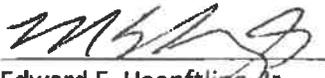
By: 
Gino Renne
President

2/3/20
Date

By: 
Steven Sluchansky
Chief Labor Relations Officer

2/3/2020
Date

For Form and Legality


Edward E. Haenftling, Jr.
Associate County Attorney

2/3/2020
Date

Memorandum of Understanding between

UFCW Local 1994 MCGEO

and

**Montgomery County Government
Montgomery County Maryland**

This Memorandum of Understanding (MOU) between the Montgomery County Government (hereinafter, the "County") and UFCW Local 1994 MCGEO (hereinafter "MCGEO") hereby memorializes the agreements between the parties, arising out of collective bargaining negotiations that occurred during November 2019 through February 2020.

1. The parties agree that an employee subject to a dismissal or termination action or a suspension without pay for fifteen (15) days or longer may be out of work for an extended period of time while the grievance, alternative dispute resolution process, and arbitration process proceeds. This extended period may cause a financial hardship to the employee. This expedited arbitration process is intended to alleviate some of that financial hardship by shortening the period during which the employee is unpaid.
2. This expedited arbitration process shall apply in cases where the employee has been subject to a dismissal or termination action or a suspension without pay for fifteen (15) days or longer and has received a favorable recommendation from the ADR panel, which the Department has elected to reject.
3. The Union may invoke the expedited arbitration process by sending a Notice of Expedited Arbitration to the Office of Labor Relations within five (5) business days of the employee receiving the Notice of Disciplinary Action or the expiration of the Department's ten (10) day window to issue the Notice of Disciplinary Action after rejecting the ADR panel recommendation, whichever comes first. The failure to demand expedited arbitration pursuant to this MOU shall not waive the right to seek arbitration through the process described in Article 11.1-11.5 of the collective bargaining agreement.
4. The expedited arbitration shall be heard by an arbitrator chosen from a panel composed of persons agreed to by the parties. The arbitrators shall be selected to hear succeeding expedited arbitrations in rotation in the order their name appears. If the next arbitrator on the panel is unavailable or unable to meet the strict deadlines set forth in this agreement, the next arbitrator on the list shall be selected. If no panel arbitrator is available, the parties shall request a panel of arbitrators from the American Arbitration Association, who shall abide by the agreed-upon deadlines.
5. The Union shall be responsible for notifying the arbitrator selected and shall provide him or her with a copy of the Agreement, the County Collective Bargaining Law, the Notice of Disciplinary Action, and the Notice of Expedited Arbitration.

6. The expedited arbitration hearing shall be held on a mutually convenient date within forty-five (45) days of the date the Notice of Expedited Arbitration is received by the Office of Labor Relations.
7. The parties shall meet – in-person or by telephone or video – no later than seven (7) calendar days before the date of the scheduled arbitration. At the meeting, the parties shall identify the issue(s), develop stipulations, make a good faith effort to identify joint exhibits, and identify each party’s expected witnesses.
8. Discovery in the expedited arbitration shall be limited as follows:
 - a. Management shall provide to the Union within fifteen (15) calendar days after receiving the Notice of Expedited Arbitration, the employee’s official personnel file, the Department file (if any), the supervisory file (if any), all documents relied upon by the Department in support of the discipline, and a summary of five (5) years of comparable disciplinary actions. Nothing in this section waives Management’s right to assert a lawful privilege with respect to information contained within any of these records.
 - b. Within five (5) calendar days of receipt of the items in paragraph 8(a), the employee must furnish copies of all documents he or she intends to rely upon during the expedited arbitration and a list of witnesses the employee intends to call at the arbitration hearing.
9. If a witness is unavailable on the scheduled hearing date either for in-person, video or telephonic testimony, the party seeking the witness’ testimony may conduct a deposition, subject to the same rules of evidence that will be applied during the hearing. The opposing party may cross-examine the witness during the deposition. The transcript of the deposition may be entered into evidence as if the testimony were taken during the arbitration hearing. The party seeking the testimony will bear the cost of the deposition.
10. In lieu of a deposition, upon agreement of the parties, if a witness cannot attend the arbitration proceeding, his or her testimony may be submitted via sworn affidavit.
11. The arbitrator shall have no authority to amend, add to, or subtract from the provisions of the Collective Bargaining Agreement or this MOU. The arbitrator shall make an award as he or she decides is proper under the Collective Bargaining Agreement and this MOU and in consideration of applicable public law he or she deems relevant. The arbitrator’s decision shall be final and binding on all parties. In accordance with the Annotated Code of Maryland, Title 3, Subtitle 2, of the Courts and Judicial Proceedings Article, the Arbitrator shall have the authority to issue subpoenas for any witness either party believes is relevant to their case.
12. Arbitrators are encouraged to set aside the first hour(s) of the scheduled hearing to encourage and assist the parties to resolve the grievance.
13. Each party may make an opening and closing statement, not to exceed a combined total of one hour in length, unless otherwise agreed to by the parties. Neither party shall be permitted to submit post-hearing briefs. In rare circumstances, however, the parties may agree that post-hearing briefs are warranted. If the parties agree to the submission of post-hearing briefs, the arbitrator shall identify the issues he or she wants briefed and the parties shall submit those

briefs simultaneously to the arbitrator within twenty-one (21) calendar days. The arbitrator shall share the briefs he or she receives with the opposing party.

14. Delivery of the transcript of the hearing shall be expedited.

15. The arbitrator's deadlines for issuing his or her decision shall be as follows:

- a. No Post-Hearing Briefs. Except in the rare circumstance where the parties agree to submit post-hearing briefs, the arbitrator shall be permitted, in his or her discretion, to issue a decision on the record at the close of the hearing and may incorporate the oral decision by reference in the final written decision. If the arbitrator issues a decision on the record, the effective date of the decision shall be the date on which the decision on the record was made and the written decision to follow must be issued within thirty (30) calendar days. If the arbitrator reserves judgment and does not issue a decision on the record, the written decision shall be issued within fifteen (15) calendar days and the effective date of the decision shall be the date of the decision.
- b. Post-Hearing Briefs. If the parties submit post-hearing briefs, the arbitrator's decision shall be in writing and must be issued within thirty (30) calendar days of receiving the last post-hearing brief.

16. Except as otherwise indicated, the costs of arbitration shall be borne equally by the parties, except where one party requests a continuance resulting in additional arbitration costs (i.e., the arbitrator's or stenographer's cancellation fee), which shall be borne by the party requesting the continuance.

17. This MOU is effective July 1, 2020.

IN WITNESS WHEREOF, the parties hereto have caused their names to be subscribed hereto by their duly authorized officer and representatives, this 3rd day of February 2020.

UFCW Local 1994, MCGEO:

Montgomery County, Maryland:

By:  2/30/20
Gino Renne Date
President

By:  2/3/2020
Steven Sluchansky Date
Chief Labor Relations Officer

For Form and Legality

 2/3/2020
Edward E. Haenftling, Jr. Date
Associate County Attorney

Memorandum of Understanding between

UFCW Local 1994 MCGEO

and

**Montgomery County Government
Montgomery County Maryland**

This Memorandum of Understanding (MOU) between the Montgomery County Government (hereinafter, the "County") and UFCW Local 1994 MCGEO (hereinafter "MCGEO") hereby memorializes the agreements between the parties, arising out of collective bargaining negotiations that occurred during November 2019 through February 2020.

1. The County and MCGEO jointly recognize the importance of fostering and promoting a culture of collaboration, empowering employees, and maintaining open and ongoing feedback. These parties believe that the steps described in this MOU will support personal and professional growth, increase motivation and engagement, improve communication and reduce conflict.
2. By July 1, 2020, the parties agree to initiate the discussion over the development of an employee feedback process.
3. By January 1, 2021, the County Office of Human Resources (OHR) and MCGEO shall:
 - a. Initiate a collaborative process to develop a protocol for ongoing and/or immediate employee feedback to managers and supervisors with clear questions, options for meeting and discussions, timelines, and multiple methods of submission for employee feedback by a date to be determined by the designated OHR and MCGEO representatives.
 - b. Jointly develop and implement training regarding giving and receiving feedback, guidance, and expectations regarding employee engagement and team building. The training shall be guided by best practices for this type of employee feedback process.
4. By July 1, 2021, OHR and MCGEO shall work collaboratively to select and implement an employee feedback process for County managers and supervisors, assuring represented employees are active participants in the process.
5. OHR and MCGEO will jointly develop a decision memo addressed to the Chief Administrative Officer recommending additional mandatory performance competency training to include interpersonal awareness training for MLS/PLS and interpersonal skills training for GSS/MCGEO employees to be implemented at the first feasible performance cycle.
6. In the event of extenuating circumstances, the parties may mutually agree to extend the deadlines set in this MOU.
7. This MOU is effective July 1, 2020.

IN WITNESS WHEREOF, the parties hereto have caused their names to be subscribed hereto by their duly authorized officer and representatives, this 3rd day of February 2020.

UFCW Local 1994, MCGEO:

Montgomery County, Maryland:

By: Gino Renne
Gino Renne
President
Date 2/3/20

By: Steven Sluchansky
Steven Sluchansky
Chief Labor Relations Officer
Date 2/2/2020

For Form and Legality

Edward E. Haenftling, Jr.
Edward E. Haenftling, Jr.
Associate County Attorney
Date 2/3/2020

Memorandum of Understanding between

UFCW Local 1994 MCGEO

and

**Montgomery County Government
Montgomery County Maryland**

This Memorandum of Understanding (MOU) between the Montgomery County Government (hereinafter, the "County") and UFCW Local 1994 MCGEO (hereinafter "MCGEO") hereby memorializes the agreements between the parties, arising out of collective bargaining negotiations that occurred during November 2019 through February 2020.

- (a) The County and MCGEO agree that it is a necessary undertaking for the County Office of Human Resources (OHR) to review the market status of Public Safety Communication Specialists, the eligibility for Group J retirement for certain Department of Correction and Rehabilitation (DOCR) employees, and the new employee orientation process.
- (b) OHR shall perform the appropriate classification and market comparability wage adjustment assessment for the Public Safety Communication Specialist job series. OHR will begin the assessment in March 2020 and will share the results of the assessment with MCGEO upon completion.
- (c) OHR will complete a position audit by no later than January 1, 2021 to determine whether the duties, responsibilities, and inmate exposure of employees in the DOCR Records Section satisfy the criteria for entry into Group J retirement. The Chief Administrative Officer shall review the results of the position audit within sixty (60) days and determine whether any action is necessary relative to the retirement group status of the DOCR Records Section bargaining unit employees.
- (d) OHR will work with MCGEO to develop language to be used by OHR during new employee orientation to introduce MCGEO and to promote the relationship between management and the union. The County will make appropriate audio-visual equipment available to the Union for presentation purposes.
- (e) OHR will review the current new employee orientation process to identify ways to improve efficiency and save time to be reallocated to the MCGEO presentation to new bargaining unit eligible employees.
- (f) Montgomery County Employee Retirement Plans (MCERP), and MCGEO will work to identify additional ways to provide education and information on the County Guaranteed Retirement Income Plan (GRIP) and Retirement Savings Plan (RSP) to bargaining unit members during the 150 day period to select which retirement plan to join.

MOU – OHR

(g) The terms herein are effective upon the execution of this MOU.

IN WITNESS WHEREOF, the parties hereto have caused their names to be subscribed hereto by their duly authorized officer and representatives, this 8th day of February 2020.

UFCW Local 1994, MCGEO:

Montgomery County, Maryland:

By: Gino Renne 2/8/20
Gino Renne Date
President

By: Steven Sluchansky 2/8/2020
Steven Sluchansky Date
Chief Labor Relations Officer

By: Berke Attila 2/8/2020
Berke Attila Date
Director

For Form and Legality

Edward E. Haenfling, Jr. 2/8/2020
Edward E. Haenfling, Jr. Date
Associate County Attorney

Memorandum of Understanding between

UFCW Local 1994 MCGEO

and

**Montgomery County Government
Montgomery County Maryland**

This Memorandum of Understanding (MOU) between the Montgomery County Government (hereinafter, the "County") and UFCW Local 1994 MCGEO (hereinafter "MCGEO") hereby memorializes the agreements between the parties, arising out of collective bargaining negotiations that occurred during November 2019 through February 2020.

- (a) MCGEO has requested and the County has agreed to examine the Guaranteed Retirement Income Plan (GRIP) with respect to (i) whether the plan can be re-opened for a second one-time election for Retirement Savings Plan (RSP) participants and (ii) whether it is feasible to permit monthly benefit withdrawals from the GRIP.
- (b) Within the next nine (9) months, the County shall prepare and submit a request to the Internal Revenue Service (IRS) for a private letter ruling regarding whether the County may re-open the GRIP to those individuals who previously elected or defaulted to the RSP to give those individuals a one-time opportunity to switch to the GRIP. The County shall provide a copy of the private letter ruling to MCGEO upon receipt. The parties shall share equally in the fee to submit the private letter ruling request.
- (c) Within the next six (6) months, the Montgomery County Employee Retirement Plans (MCERP) will assess the cost associated with modifying the GRIP to permit monthly benefit withdrawals. Once that cost is known, MCERP shall meet with MCGEO to discuss whether to proceed with a modification to the GRIP. If the parties agree that modification of the GRIP is feasible in light of the cost, the County will prepare and submit legislation to the County Council to make the necessary changes to the Montgomery County Code and shall work with MCGEO to prepare an announcement to its members of the change.
- (d) The terms herein are effective upon the execution of this MOU.

The remainder of this page intentionally left blank.

Memorandum of Understanding between

UFCW Local 1994 MCGEO

and

**Montgomery County Government
Montgomery County Maryland**

This Memorandum of Understanding (MOU) between the Montgomery County Government (hereinafter, the "County") and UFCW Local 1994 MCGEO (hereinafter "MCGEO") hereby memorializes the agreements between the parties, arising out of collective bargaining negotiations that occurred during November 2019 through February 2020.

(a) The County and MCGEO agree as follows:

- (1) The responsibilities of a Department of Correction and Rehabilitation Resident Supervisors are sufficiently similar to other Uniformed Correctional Officers as defined by County Code Section 33-38A(c)(1) to justify inclusion of Resident Supervisors in Retirement Group E and in the Deferred Retirement Option Plan or DROP;
- (2) The individuals serving as Public Safety Communication Specialists at the Emergency Call Center (ECC) serve a vital function within the County. In an effort to encourage recruitment and retention efforts for these positions, the County and MCGEO agree to incorporate individuals in these positions in the County's integrated retirement plan (commonly referred to as a "defined benefit" plan) as members of Group K; and
- (3) It is in the interest of the County and the bargaining unit employees to adjust the contribution to the Employees' Retirement System (ERS), Retirement Savings Plan (RSP) and the Guaranteed Retirement Income Plan (GRIP).

(b) By April 1, 2020, the County Executive shall propose legislation to modify the County Code as necessary to effectuate this MOU.

(c) Upon the passage of the County Executive's proposed legislation, the CBA shall be amended as follows:

41.4 Employees' Retirement System

* * *

(a) Group E

(1) Non-Integrated Plan:

* * *

MOU – Retirement

~~(B) Contributions~~

~~For members of Group E who are in the Optional Retirement Plan, the contribution is 8½ percent.⁵~~

(2) Integrated Plans (Optional and Mandatory):

* * *

(B) Contributions

For group E members of the Integrated Retirement Plan, the contribution is 4½ percent up to the maximum Social Security wage base and 8½ percent of regular earnings that exceed the wage base.⁶ See Article 43.

* * *

(c) Group H – Integrated Plans (Optional and Mandatory):

* * *

~~(2) Contributions (applicable to Section 33-39(a)(2)(A)(i)&(vi))~~

~~Group H – 4 percent up to the maximum Social Security wage base and 6 percent of regular earnings that exceed the wage base.⁷ See Article 43.~~

(b) Group K

(1) Establishment of Group K

Affected employees will retain their RSP or GRIP accounts and receive credited service for vesting. Eligibility for early or normal retirement will be based on credited service in Group K. All affected employees will enter Group K with zero years of credited service for earnings calculations.

(2) Normal Retirement Date

Effective July 1, 2020, the normal retirement date for a member of the bargaining unit in Group K will be when the member has met the following requirements:

(A) has at least 5 years of credited service and has reached age 60, or

(B) has at least 30 years of credited service and has reached age 50.

(3) Pension Formula

For an K member in the integrated retirement plan who retires on a normal retirement, the annual pension must be computed as follows:

MOU – Retirement

(A) From date of retirement to the month of attainment of Social Security retirement age: 2 percent of average final earnings multiplied by years of credited service up to a maximum of 36 years, plus sick leave credits. Credited service of less than one full year must be prorated.

(B) From the month of attainment of Social Security retirement age: 1¼ percent of average final earnings up to the Social Security maximum covered compensation level at time of retirement, plus 2 percent of average final earnings above the Social Security maximum covered compensation level at time of retirement, multiplied by years of credited service up to a maximum of 36 years, plus sick leave credits. Credited service of less than one full year must be prorated.

(4) Cost-of-Living Adjustments

This amount is subject to the cost-of-living adjustment section of the Montgomery County Code, which can be found at Section 33-44(c)(6).

(5) Contributions

See Article 43.

* * *

41.10 Deferred Retirement Option Plan (DROP)

* * *

(1) “Deferred Retirement Option Plan” or “Drop” means the DROP program for sworn deputy sheriffs and uniformed correctional officers. Uniformed Correctional Officer includes only the following positions: Correctional Officer I, Correctional Officer II, Correctional Officer III, Correctional Dietary Officer I, Correctional Dietary Officer II, **Resident Supervisor I, Resident Supervisor II, Resident Supervisor III**, and Correctional Supervisor-Sergeant.

* * *

ARTICLE 43 – RESERVE RETIREMENT PLAN CONTRIBUTIONS

43.1 The contributions by the bargaining unit employees in the Integrated Retirement Plan shall be as follows:

(1) **Group E and J: 5¾ percent up to the maximum Social Security wage base and 9½ percent of regular earnings that exceed the wage base; and**

(2) **Group H and K: 5 percent up to the maximum Social Security wage base and 7 percent of regular earnings that exceed the wage base.**

43.2 The contributions by the bargaining unit employees in the Optional Non-Integrated Retirement Plan shall be as follows:

MOU – Retirement

- (1) Group E: 9½ percent of regular earnings; and**
- (2) Group H: 7 percent of regular earnings.**

43.3 The contributions by the bargaining unit employees in the Guaranteed Retirement Income Plan and the Retirement Savings Plan shall be as follows:

- (1) For non-public safety bargaining unit employees: 3 percent up to the maximum Social Security wage base and 7 percent of regular earnings that exceed the wage base; and**
- (2) For public safety bargaining unit employees: 2 percent up to the maximum Social Security wage base and 5 percent of regular earnings that exceed the wage base.**

43.4 The employer’s contribution shall be as follows:

- (1) The employer contribution to the bargaining unit employees in the Integrated and Optional Non-Integrated Retirement Plan shall continue to be actuarially determined.**
- (2) The employer credit to the non-public safety bargaining unit employees in the Guaranteed Retirement Income Plan shall be 9 percent.**
- (3) The employer contribution to the non-public safety bargaining unit employees in the Retirement Savings Plan shall be 9 percent.**
- (4) The employer credit to the public safety bargaining unit employees in the Guaranteed Retirement Income Plan shall be 11 percent.**
- (5) The employer contribution to the public safety bargaining unit employees in the Retirement Savings Plan shall be 11 percent.**

* * *

44.2 Contributions

~~Employees must contribute 3 percent of base salary up to the FICA maximum, and 6 percent of base salary above the FICA maximum. The Employer will contribute an amount equal to 6 percent of the employees’ regular earnings. Effective the first full pay period following July 1, 2008, employees must contribute 4 percent of base salary up to the FICA maximum, and 8 percent of base salary above the FICA maximum. The Employer will contribute an amount equal to 8 percent of the employee’s regular earnings.~~

~~Bargaining unit members participating in the RSP would be credited with the County contribution of 6% instead of 8% of employee’s regular earnings for the July 1, 2011- June 30, 2012 Fiscal Year. However, RSP participants shall continue to pay their full contribution rate during the same period.⁴⁰ See Article 43.~~

MOU – Retirement

* * *

44.7 Guaranteed Retirement Income Plan

~~Effective the first full pay period following July 1, 2009, employee account balances shall be credited with an employer contribution of eight percent of employee's regular earnings. Employees must contribute 4 percent of base salary up to the FICA maximum, and 8 percent of base salary above the FICA maximum. The Board of Investment Trustees shall direct investments under the Plan per the ERS. The employer shall annually (effective the first full pay period following July 1st) credit each account with an investment credit of 7.25%. The employer shall credit each account with an investment credit at an annual rate of 7.25% on a monthly basis as of the last day of the month.~~

The employee will be 100% vested in the Employer contributions and investment credits after 3 years of participation.

~~Employees electing to participate in GRIP rather than RSP shall also receive the benefits listed in 44.5 and 44.6 of this article.~~

For employees hired on or after July 1, 2009, employees shall be offered a one-time irrevocable choice between the RSP with the contributions as enumerated in Article 44.2 or the GRIP. Employees must make an election 150 days from the date of employment, to be effective as of the first full pay period following the 180 days. If the employee fails to make an election, the employee will automatically be enrolled in the RSP GRIP upon the expiration of the 180-day period.

~~Bargaining unit members in the GRIP would be credited with the County contribution of 6% instead of 8% of employee's regular earnings for the July 1, 2011–June 30, 2012 period. However, GRIP members would continue to contribute their full contribution rate during the same period.¹¹ See Article 43 for contribution information.~~

(c) The parties shall incorporate the revised Articles 41.4, 41.10, 43, 44.2, and 44.7 in the next collective bargaining agreement.

(d) The terms herein are effective upon the execution of this MOU.

IN WITNESS WHEREOF, the parties hereto have caused their names to be subscribed hereto by their duly authorized officer and representatives, this 7th day of February 2020.

UFCW Local 1994, MCGEO:

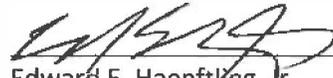
Montgomery County, Maryland:

By: Gino Renne 2/7/20
Gino Renne Date
President

By: Steven Sluchansky 2/7/2020
Steven Sluchansky Date
Chief Labor Relations Officer

MOU – Retirement

For Form and Legality


Edward E. Haenftling, Jr.
Associate County Attorney


Date

Memorandum of Understanding between

UFCW Local 1994 MCGEO

and

Montgomery County Government

Montgomery County Maryland

This Memorandum of Understanding (MOU) between the Montgomery County Government (hereinafter, the "County") and UFCW Local 1994 MCGEO (hereinafter "MCGEO") hereby memorializes the agreements between the parties, arising out of collective bargaining negotiations that occurred during November 2019 through February 2020.

1. The County and MCGEO agree that it is necessary to review the use of temporary positions as part of the County's overall personnel structure. Specifically, the parties agree that it is important to identify those positions that have historically been classified as temporary positions, but which have been filled in a manner to suggest the position should be a permanent position.
2. The County Office of Human Resources (OHR) shall work with MCGEO to identify the universe of temporary positions to be analyzed. Once the affected positions are identified, OHR shall compile data to assess how many months in the preceding 3-year period the position was filled by a temporary employee.
3. OHR shall undertake an assessment of any position identified as having been filled by a temporary appointment for an aggregate of twenty-four (24) months with the preceding 3-year period to determine if the position should be converted into a permanent position. Those identified positions whose scope of duties have remained static over those twenty-four (24) months shall be converted from temporary to permanent status.
4. OHR shall prepare a report to provide to MCGEO on or before July 1, 2020 identifying all temporary employee positions, positions numbers, employees who have worked in those positions, and the hours each employee has worked in that position.
5. OHR and MCGEO shall develop a written policy to provide guidance to affected employees.
6. The terms herein are effective upon the execution of this MOU.

The remainder of this page intentionally left blank.

Temporary Employee MOU

IN WITNESS WHEREOF, the parties hereto have caused their names to be subscribed hereto by their duly authorized officer and representatives, this ____ day of February 2020.

UFCW Local 1994, MCGEO:

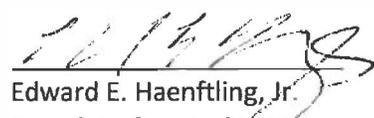
Montgomery County, Maryland:

By:  2/7/20
Gino Renne Date
President

By:  2/7/2020
Steven Sluchansky Date
Chief Labor Relations Officer

By:  2/7/2020
Berke Attila Date
Director

For Form and Legality

 2/7/2020
Edward E. Haenftling, Jr. Date
Associate County Attorney

Memorandum of Understanding between

UFCW Local 1994 MCGEO

and

**Montgomery County Government
Montgomery County Maryland**

This Memorandum of Understanding (MOU) between the Montgomery County Government (hereinafter, the "County") and UFCW Local 1994 MCGEO (hereinafter "MCGEO") hereby memorializes the agreements between the parties, arising out of collective bargaining negotiations that occurred during November 2019 through February 2020.

1. The County and MCGEO jointly identify the need to recognize the military service of employees through retirement credit and that, to do so, legislation will be required.
2. By April 1, 2020, the County Executive shall propose legislation to modify Section 33-41 (e) of the County Code as necessary to effectuate this MOU.
3. Upon the passage of the legislation the County Executive shall propose to modify Section 33-41, Article 41.7 of the CBA shall be amended as follows:

41.7 Pension Credit and Contributions for Military Service

The County shall submit legislation to accomplish the following: Amend County Code Section 33-41 and relevant personnel regulations. Active employees who are called to duty during employment shall be credited with up to five (5) years of services in the armed forces of the United States towards their County credited service if they return to County service or apply for reemployment and submit proof of military service within one year of leaving military service and without taking other employment. Upon return to County employment, the County agrees to make any required employer and employee contributions for the period of military service. In order for employees to be eligible for this credit, the military service must qualify under the Uniform Service Rights and Reemployment Acts (USERRA).

- (a) A Group E member with 5 years of membership in the Employees Retirement System enrolled or re-enrolled on or after July 1, 1978, may elect to obtain credited service for all or part of any military service in the uniformed services of the United States up to a maximum of 48 months, up to 24 months of which would be credited by the County Government at no cost to the employee. A member exercising this option must pay, in a lump sum or on an extended payment basis, the remaining actuarial cost for these service credits.**

Military Credit MOU

- 4. The parties shall incorporate the revised Article 41.7 in the next collective bargaining agreement.
- 5. The terms herein are effective upon the execution of this MOU.

IN WITNESS WHEREOF, the parties hereto have caused their names to be subscribed hereto by their duly authorized officer and representatives, this ____ day of February 2020.

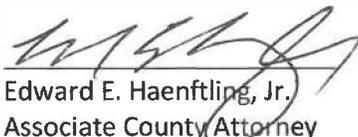
UFCW Local 1994, MCGEO:

Montgomery County, Maryland:

By:  2/6/20
Gino Renne
President
Date

By:  2/6/2020
Steven Sluchansky
Chief Labor Relations Officer
Date

For Form and Legality

 2/6/2020
Edward E. Haenftling, Jr.
Associate County Attorney
Date

MEMORANDUM OF AGREEMENT
BETWEEN
THE MONTGOMERY COUNTY GOVERNMENT
AND THE
MUNICIPAL & COUNTY GOVERNMENT EMPLOYEES ORGANIZATION
UNITED FOOD & COMMERCIAL WORKERS, UFCW LOCAL 1994

The Montgomery County Government (Employer) and the UFCW Local 1994, Municipal & County Government Employees Organization (Union) hereby agree that it is in our mutual interest to establish this 1 year pilot attendance policy for the Department of Public Libraries to ensure branch operations are not disrupted, the attendance pattern of one employee does not negatively impact other employees, and the policy is uniformly applied to all similarly situated employees. Regular and punctual attendance at work is required of all County employees (MCGEO Article 13.3)

1. All staff are responsible for reporting to the branch or unit any late arrivals or unscheduled absences, at least 1 hour before the beginning of your shift or as soon as feasible. During business hours, call your branch or unit and ask to speak to the person in charge in order to request unscheduled leave for your late arrival or unscheduled absence. Outside of business hours (branch or unit open hours), call or text your manager's (or designee's) cellphone in order to request unscheduled leave for your late arrival or unscheduled absence.
2. After 6 instances of late arrivals and/or unscheduled absences in a rolling 3-month period, management will meet with the employee to discuss concerns with their attendance pattern giving consideration to potential work/life issues and any other qualifying circumstances, in accordance with guidelines for Coaching Appendix IX (2)(a) of the MCGEO Collective Bargaining agreement.
3. After 10 instances of late arrivals and/or unscheduled absences in a rolling 3-month period, the employee may be subject to disciplinary action, up to and including dismissal, in accordance with Article 28 of the MCGEO Collective Bargaining Agreement.
4. The Department of Public Libraries agrees to adopt this policy for all employees in the department, including employees not in the bargaining unit.
5. This MOU is effective March 1, 2020.

On or about March 1, 2021, the parties shall meet to discuss the effects of the implementation of this pilot policy. Changes to the policy can only be adopted by written consent of the parties.

IN WITNESS WHEREOF, the parties hereto have caused their names to be subscribed hereto by their duly authorized officer and representatives, this __ day of January 2020.

FOR THE EMPLOYER:



Steve Sluchansky, Chief Labor Relations Officer, MCG

Date 2/5/2020

FOR THE UNION:

Gino Renno, President

Date  2/5/20

Memorandum of Understanding between

UFCW Local 1994 MCGEO

and

Montgomery County Government

Montgomery County Maryland

This Memorandum of Understanding (MOU) between the Montgomery County Government (hereinafter, the "County") and UFCW Local 1994 MCGEO (hereinafter "MCGEO") hereby memorializes the agreements between the parties, arising out of collective bargaining negotiations that occurred during November 2019 through February 2020.

1. The following equipment and uniform related issues are directed to the indicated Department LMRC for review and recommendation to the County-wide LMRC:
 - a. *Department of Environmental Protection:* Expansion of the boot allowance to DEP field jobs.
 - b. *Department of Transportation:* Uniform and boot cleaning.
 - c. *Department of Permitting Services:*
 - i. Single checkpoint entrance for employees;
 - ii. Security, parking and other similar concerns;
 - iii. Safety equipment and warning lights for Fire Marshall and Field Inspectors;
 - iv. Fire Marshall warm-weather uniform assessment; and
 - v. Employee shuttle from Rockville to Wheaton facility.
 - d. *Fire and Rescue Services:*
 - i. Improved lighting in parts area / LED lighting; and
 - ii. Replacement of 30-year old lifts to remove tripping hazards.
 - e. *Department of General Services:*
 - i. Parking garage safety at MC311 locations, including additional cameras (in particular at 1401 Rockville Pike location); and
 - ii. Improved lighting at MC311 locations.
 - f. *Department of Recreation:*
 - i. Walkie-talkies for communication across facilities;

Committee MOU

- ii. Clean water access at Aquatics; and
- iii. Parking lot safety, including installation of cameras.

g. *Department of Police*: Speed camera installation in school zones.

The County-wide LMRC, upon receipt and review of the Department LMRC recommendations, may authorize the purchase of equipment or uniforms from the funds designated to the LMRC by Article 29 of the collective bargaining agreement.

- 2. The County-wide LMRC shall establish a standing sub-committee composed of one (1) representative each from MCGEO and the County per agency affected to address security, parking, and other concerns associated with the opening of and relocation of County services to the Wheaton facility. This sub-committee shall meet no later than by April 1, 2020 and, at that time, shall develop a timeline for identifying and addressing issues related to the relocation. The sub-committee shall disband upon the completion of the relocation. Any issues after the sub-committee has disbanded shall be addressed to the County-wide LMRC.
- 3. A representative from MCGEO, the Office of Human Resources, the Office of Labor Relations, and Alcohol Beverage Services shall meet by May 1, 2020 to confer regarding proficiency advancement within ABS by warehouse employees. The purpose of the meeting will be to ensure there is clarity for ABS warehouse employees regarding the promotion process.
- 4. The terms herein are effective upon the execution of this MOU.

IN WITNESS WHEREOF, the parties hereto have caused their names to be subscribed hereto by their duly authorized officer and representatives, this ____ day of February 2020.

UFCW Local 1994, MCGEO:

Montgomery County, Maryland:

By: 
Gino Renne
President

2/6/20
Date

By: 
Steven Sluchansky
Chief Labor Relations Officer

2/6/2020
Date

For Form and Legality


Edward E. Haenftling, Jr.
Associate County Attorney

2/6/2020
Date

Memorandum of Understanding between

UFCW Local 1994 MCGEO

and

**Montgomery County Government
Montgomery County Maryland**

Supersedes MOU signed on February 6, 2020

This Memorandum of Understanding (MOU) between the Montgomery County Government (hereinafter, the "County") and UFCW Local 1994 MCGEO (hereinafter "MCGEO") hereby memorializes the agreements between the parties, arising out of collective bargaining negotiations that occurred during November 2019 through February 2020.

1. The County and MCGEO jointly recognize the need to update the long-term disability benefit for participants of the RSP and GRIP and that, to do so, legislation will be required.
2. By April 1, 2020, the County Executive shall propose legislation to modify Section 33-134(a) of the County Code as necessary to effectuate this MOU.
3. Upon the passage of the legislation the County Executive shall propose to modify Section 33-134, Article 44.5 of the CBA shall be amended as follows:

44.5 Long Term Disability Benefit

The following constitute benefits provided under the long term disability component of the defined contribution plan:

(a) Basic Benefit:

- (1) Service connected: **52.5% (Partial) or 70% (Total)** ~~66-2/3%~~ percent of pay
- (2) Non-service connected: 2 percent of pay x yrs. service, minimum 30 percent, maximum 60 percent of pay.

(b) Definition of Disability:

- (1) Service connected: your occupation for 3 years; after 3 years, any occupation ~~with similar earnings commensurate with the employee's training or~~ **retraining, education, and experience.**
- (2) Non-service connected: your occupation for 1 year; any occupation thereafter (see current LTD plan for longer definition).

(c) Date Payment Ends:

(1) Service connected: life (or until recovered prior to age ~~70~~ 65)

(2) Non-service connected: age ~~70~~ 65 or until recovery.

(d) Eligibility:

~~All bargaining unit employees regularly scheduled to work 20 or more hours (.5 work year or more).~~ An employee who:

(1) participates in the retirement savings plan under this Article or in the elected officials' plan under Article III or the guaranteed retirement income plan under Article III; and

(2) is regularly scheduled to work twenty (20) hours or more per week.

(e) Direct Offsets:

Offset is dollar for dollar for actual payments received from ~~Social Security or Workers' Compensation. Lump sum Workers' Compensation payments will be annuitized as is currently done.~~ Offsets also made for lifetime annuitized total defined contribution account balances regardless of whether or not they are annuitized or paid out.

(f) Earnings Offset: **None.**

~~Earnings reduce LTD benefits on a 1 for 3 basis. Earnings include "Incorporation" income from a company controlled by a family member or due to work performed. There is no specific limit to the sum of LTD benefit plus income.~~

4. The parties shall incorporate the revised Article 44.5 in the next collective bargaining agreement.

5. The terms herein are effective upon the execution of this MOU.

IN WITNESS WHEREOF, the parties hereto have caused their names to be subscribed hereto by their duly authorized officer and representatives, this 17 day of February 2020.

UFCW Local 1994, MCGEO:

Montgomery County, Maryland:

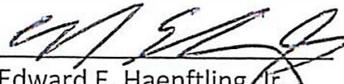
By: 
Gino Renne
President

2/17/20
Date

By: 
Steven Sluchansky
Chief Labor Relations Officer

2/17/2020
Date

For Form and Legality


Edward E. Haenftling Jr.
Associate County Attorney

2/7/2020
Date

MOU – Retirement 2

IN WITNESS WHEREOF, the parties hereto have caused their names to be subscribed hereto by their duly authorized officer and representatives, this 8 day of February 2020.

UFCW Local 1994, MCGEO:

Montgomery County, Maryland:

By:  2/8/20
Gino Renne
President
Date

By:  2/8/2020
Steven Sluchansky
Chief Labor Relations Officer
Date

For Form and Legality

 2/8/2020
Edward E. Haenftling, Jr.
Associate County Attorney
Date

Resolution No.: _____
Introduced: April 14, 2020
Adopted: _____

**COUNTY COUNCIL
FOR MONTGOMERY COUNTY, MARYLAND**

Lead Sponsor: County Council

SUBJECT: Collective Bargaining Agreement with Career Fire Fighters Association

Background

1. Section 510A of the County Charter authorizes the County Council to provide by law for collective bargaining with binding arbitration with authorized representatives of County career fire fighters.
2. Chapter 33, Article X of the County Code implements Section 510A of the Charter and provides for collective bargaining by the County Executive with the certified representatives of the County's fire fighters and for review of the resulting contract by the Council.
3. On March 31, 2020, the County Executive submitted to the Council a collective bargaining agreement between the County government and the International Association of Fire Fighters, effective July 1, 2020 through June 30, 2022. The Agreement is attached to this Resolution.
4. The Executive has submitted to the Council the terms and conditions of the collective bargaining agreement that require or may require an appropriation of funds or changes in any County law or regulation for FY2021.
5. The County Council is scheduled to consider and made recommendations concerning the agreement at a worksession on April 23, 2020.
6. The County Council has considered these terms and conditions and is required by law to indicate on or before May 1 its intention regarding the appropriation of funds or any legislation or regulations required to implement the agreement or extend the time to do so.

Action

The County Council for Montgomery County, Maryland, approves the following resolution:

The County Council intends to approve/reject the following provisions for FY2021:

1. 2.25% general wage adjustment for all bargaining unit members on the first pay period after August 1, 2020.
2. 3.5% longevity increment for all eligible bargaining unit members with 20 or 24 years of service.
3. 3.5% service increments for all eligible bargaining unit members on their anniversary date.
4. Dedicated \$65,000 for tuition assistance.
5. Increase in extra assignment pay for certain positions.
7. Increase in special duty differential for members assigned to the ECC.
8. Group insurance provisions requiring a larger County share of costs than currently provided.

This is a correct copy of Council action.

Selena Mendy Singleton, Esq., Clerk of the Council

F:\LAW\TOPICS\Collective Bargaining\21colbar\IAFF\Resolution-FY21-IAFF.Docx



OFFICE OF THE COUNTY EXECUTIVE
ROCKVILLE, MARYLAND 20850

Marc Elrich
County Executive

MEMORANDUM

TO: Sidney Katz, President
Montgomery County Council

FROM: *Marc Elrich*
Marc Elrich, County Executive

DATE: March 27, 2020

SUBJECT: Memorandum of Agreement between the County and IAFF

I have attached for the Council's review the agreement resulting from the recent negotiations between the Montgomery County Government and the Montgomery County Career Fire Fighters Association, International Association of Fire Fighters, Local 1664, AFL-CIO (IAFF). The agreement reflects the changes that will be made to the existing Collective Bargaining Agreement. The agreement is effective July 1, 2020 through June 30, 2022.

I have also attached a summary of the agreed upon items as well as a copy of the fiscal impact statement referenced in the Workforce/Compensation chapter of my budget to assist in Council's review of the document. The items will take effect for the first time in FY2021 and have a fiscal impact in FY2021 and FY2022.

ME:snb

Attachment

c: Berke Attila, Director, Office of Human Resources
Richard S. Madaleno, Jr., Director, Office of Management and Budget
Steven Sluchansky, Chief Labor Relations Officer
Marc Hansen, County Attorney, Office of the County Attorney

Summary of Proposed Labor Agreement with IAFF Effective FY 2021

No.	Article	Subject	Summary of Change	Requires Appropriation of funds	Present or Future Fiscal Impact	Requires Legislative Change	Requires Regulation Change	Notes
1	4	Visitation	Employer will ensure that representatives of the Local Union are issued access cards or other such devices for purpose of gaining entry. County agrees to provide electronic access to Union President, 1st, 2nd and creation of a 3rd Vice Presidents to EOB and PSHQ.	No	No	No	No	
2	14.1(E)	Overtime	Employees assigned to ROCC and FEI who work a 2-2-4 schedule, the County shall assign them a "shift equivalent" Kelly each month based on their work schedule for that month.	No	No	No	No	
3	17.1J	Disposition of Assignment Pay Differentials	New section added to Special Duty Differentials: J. Safety Officer Assignment: 3.20% of the Fire Fighter III, Step H base pay.	Yes	Yes	No	No	See Fiscal Impact Statement
4	17.1K	Disposition of Assignment Pay Differentials	New section added to Special Duty Differentials: K. Emergency Medical Services - Duty Officer Assignment: 3.20% of the Fire Fighter III, Step H base pay.	Yes	Yes	No	No	See Fiscal Impact Statement
5	19.1	General Wage Adjustments	C. Effective the first pay period beginning on or about August 1, 2020 the base salary for all bargaining unit members shall be increased by two and one-quarter percent (2.25%). Footnote: Wage increase negotiated for implementation on February 5, 2017 shall continue to be postponed through FY2022.	Yes	Yes	No	No	See Fiscal Impact Statement
6	19.2	Salary Schedule	O. This pay plan adjustment shall continue to be postponed through FY2022.	No	No	No	No	
7	21	Travel	Article 21 to be reopened on September 1, 2020 to bargain amendments thereto. Negotiations shall be subject to the impasse/fact-finding procedures in Article 43.	No	No	No	No	
8	23.8	Hours of Work	County agrees to maintain joint committee with equal numbers of Union and County representatives to study and make strategic recommendations to the County Executive, Chief Administrative Officer and Fire Chief on or before June 30, 2021 regarding work hours for bargaining unit employees.	No	No	No	No	

Summary of Proposed Labor Agreement with IAFF Effective FY 2021

No.	Article	Subject	Summary of Change	Requires Appropriation of funds	Present or Future Fiscal Impact	Requires Legislative Change	Requires Regulation Change	Notes
9	28.7	Voluntary Transfers	If supervisor submits comments relating to employee's request, the employee shall receive a copy and shall have opportunity to respond to comments prior to Division Chief's final decision regarding transfer. At each transfer meeting, the Employer shall identify to the Union those employees whose transfer request have expired.	No	No	No	No	
10	35.1G	Exhaust Systems	Committee will be briefed on condition of worksite exhaust systems at least once per quarter. Any proposed modifications of the contract, or request for proposals, for preventative maintenance or repair of worksite exhaust systems will be reviewed by the Committee. If the Committee has any recommendations for contracts for preventative maintenance or repair to worksite exhaust systems, those recommendations shall be submitted to the Fire Chief and the Union President for review consideration.	No	No	No	No	
11	35.6	Access to Centers	Bargaining unit employees who have been granted access to recreation center gym/weight rooms and aquatic centers immediately prior to their retirement from County employment shall have a vested right to continue access to, and use of, these facilities at the discounted rate of 50% off the membership fee for any single-person membership category throughout their retirement.	No	Yes	No	No	Fiscal impact is estimated to be reduced revenues for Recreation, amount is indeterminate.
12	50.1	Duration of Contract	Parties agree to a two year contract, July 1, 2020 to June 30, 2022.	No	No	No	No	
13	51.H	Pensions	Article shall be reopened to bargain over changes to the pension benefits for all bargaining unit employees on or before November 1, 2020. Such negotiations shall be subject to the impasse/fact-finding procedures of Montgomery County Code Section 33-153.	No	No	No	No	
14	54.22	Tuition Assistance	Sixty five thousand \$65,000 in tuition assistance funds shall be made available each fiscal year to bargaining unit employees.	Yes	Yes	No	No	See fiscal impact statement
15	55.8	Service Increments	Remaining deferred service increment shall be postponed through FY2022. Effective July 1, 2020, eligible bargaining unit employees shall receive an annual service increment on their anniversary date as described in this Article.	Yes	Yes	No	No	See fiscal impact statement

Summary of Proposed Labor Agreement with IAFF Effective FY 2021

No.	Article	Subject	Summary of Change	Requires Appropriation of funds	Present or Future Fiscal Impact	Requires Legislative Change	Requires Regulation Change	Notes
16	57.2	ECC Special Duty Differential	A. Special Duty Differential Assignment (3 or more of last 5 years): 10.5% of Fire Fighter III, Step H base pay; Assignment (0-3 of the last 5 years): 7.5% of the Fire Fighter III, Step H base pay. Bargaining unit members assigned to ECC prior to July 1, 2020 shall continue to receive special duty differentials not less than the differential they were receiving prior to July 1, 2020, regardless of the number of years they have been assigned to ECC.	Yes	Yes	No	No	See fiscal impact statement
17	Side Letter	Single Role Provider	Parties shall continue the single role provider sub-committee discussion beyond the conclusion of the 2019-2020 term bargaining negotiations until September 30, 2020 and file report no later than October 31, 2020.	No	No	No	No	
18	Side Letter	Joint Health & Safety Committee	No later than July 31, 2020, the Joint Health & Safety Committee shall add to its agenda the matter of Captains & Lieutenants being required to perform in multiple capacities while assigned to an Engine, Truck or Rescue Squad. Committee shall issue written recommendations in accordance with procedures provided under Article 35.	No	No	No	No	
19	Side Letter	ALS Certification	Matter of ALS Providers to enter into agreements to maintain Certifications shall be referred to the Joint Labor/Management EMS Committee for study & consideration. Committee shall issue written recommendations in accordance with procedures provided under Article 50.	No	No	No	No	
20	Side Letter	Peer Support	Subcommittee created to study the creation of peer support program shall continue its discussions and shall issue written recommendations relating to such a program for consideration no later than October 31, 2020 in accordance with procedures set forth in Article 34(C).	No	No	No	No	
21	Side Letter	FEI Hours of Work Pilot Program	If pilot program is jointly agreed upon by the Fire Chief and Union President, beginning January 1, 2021, the pilot program would commence and last at least one calendar year. After one year, parties will evaluate and if agreed successful, parties would consider implementation to commence not later than June 30, 2022. If parties do not agree, pilot program would cease and schedule in effect on July 1, 2020 would resume.	No	No	No	No	

Summary of Proposed Labor Agreement with IAFF Effective FY 2021

No.	Article	Subject	Summary of Change	Requires Appropriation of funds	Present or Future Fiscal Impact	Requires Legislative Change	Requires Regulation Change	Notes
22	Side Letter	Annual Leave Upon Transfers	<p>Form subcommittee to study issue of bargaining unit employees' annual leave, including retention of previously scheduled annual leave upon transfer.</p> <p>Parties shall designate up to 3 representatives each to meet on or after July 1, 2020 but before July 31, 2020.</p> <p>Subcommittee shall issue written recommendations no later than February 1, 2021 in accordance with the procedure set forth in Article 34(C).</p>	No	No	No	No	

**Montgomery County Career Fire Fighters Association, Inc
International Association of Fire Fighters, Local 1664
Fiscal Impact Summary***

<u>Article</u>	<u>Item</u>	<u>Description</u>	<u>FY21</u>	<u>Annual Cost</u>		<u>Estimated # affected**</u>
				<u>Beyond FY21</u>		
17.1	Assignment Pay Differential	Addition of two Assignments to Assignment Pay Differential	\$31,561	\$31,561		11
19.1	Wages	2.25 Percent General Wage Adjustment in August 2020	\$2,106,304	\$2,289,461		1,114
19	Longevity	Longevity Step Increases of 3.5 Percent for Eligible Employees	\$117,417	\$199,613		49
54	Tuition Assistance	Dedicated Funding for Tuition Assistance	\$65,000	\$65,000		
55	Service Increments	Service Increment of 3.5 Percent for Eligible Employees	\$810,408	\$1,546,588		696
57.2	Special Duty Differential	Increase in the Special Duty Differential for Members Assigned to ECC	\$9,870	\$9,870		3
Total			\$3,140,560	\$4,142,093		1,114

Fire and Rescue Uniformed Management Pass-Through Estimates

<u>Item</u>	<u>Description</u>	<u>FY21</u>	<u>Annual Cost</u>		<u>Estimated # affected**</u>
			<u>Beyond FY21</u>		
Wages	2.25 Percent General Wage Adjustment in August 2020	\$121,011	\$131,534		41
Longevity	Longevity Step Increases of 3.5 Percent for Eligible Employees	\$3,676	\$10,001		2
Service Increments	Service Increment of 3.5 Percent for Eligible Employees	\$1,868	\$2,619		3
Total		\$126,555	\$144,154		41

* Estimates reflect the impact to all funds. Increases apply in the first full pay period during the month noted.

** The estimated number of employees affected by the economic item is identified where known.

**MONTGOMERY COUNTY GOVERNMENT
FIRE/RESCUE BARGAINING UNIT SALARY SCHEDULE
FISCAL YEAR 2021
EFFECTIVE JULY 1, 2020**

GRADE	F1		F2		F3		F4		B1		B2	
	FIRE RESCUER I	FIRE RESCUER II	FIRE RESCUER III	MASTER FIGHTER	FIRE FIGHTER	FIRE FIGHTER	MASTER FIGHTER	FIRE/RESCUE LIEUTENANT	FIRE/RESCUE LIEUTENANT	FIRE/RESCUE CAPTAIN	FIRE/RESCUE CAPTAIN	
A	\$48,219	\$50,633	\$53,163	\$58,480	\$64,333	\$72,543						
B	\$49,908	\$52,403	\$55,025	\$60,527	\$66,585	\$75,084						
C	\$51,655	\$54,238	\$56,951	\$62,646	\$68,916	\$77,711						
D	\$53,464	\$56,138	\$58,946	\$64,840	\$71,329	\$80,433						
E	\$55,335	\$58,104	\$61,008	\$67,109	\$73,825	\$83,248						
F	\$57,272	\$60,137	\$63,144	\$69,459	\$76,409	\$86,162						
G	\$59,277	\$62,241	\$65,354	\$71,890	\$79,085	\$89,178						
H	\$61,353	\$64,421	\$67,643	\$74,406	\$81,853	\$92,299						
I	\$63,500	\$66,677	\$70,012	\$77,011	\$84,718	\$95,530						
J	\$65,724	\$69,010	\$72,461	\$79,705	\$87,684	\$98,874						
K	\$68,024	\$71,427	\$74,998	\$82,497	\$90,754	\$102,337						
L	\$70,405	\$73,927	\$77,623	\$85,384	\$93,932	\$105,917						
M	\$72,870	\$76,513	\$80,341	\$88,371	\$97,221	\$109,626						
N	\$75,421	\$79,192	\$83,154	\$91,466	\$100,623	\$113,463						
O	\$78,061	\$81,966	\$86,065	\$94,668	\$104,145	\$117,435						
20 YEAR LONGEVITY (3.5%)	\$80,793	\$84,835	\$89,078	\$97,981	\$107,790	\$121,546						
24 YEAR LONGEVITY (3.5%)	\$83,620	\$87,805	\$92,196	\$101,411	\$111,563	\$125,799						

**MONTGOMERY COUNTY GOVERNMENT
FIRE/RESCUE BARGAINING UNIT SALARY SCHEDULE
FISCAL YEAR 2021
GWA INCREASE: 2.25%
EFFECTIVE AUGUST 2, 2020**

GRADE	F1		F2		F3		F4		B1		B2	
	FIRE RESCUER I	FIRE RESCUER II	FIRE RESCUER III	MASTER FIGHTER	FIRE FIGHTER	FIRE FIGHTER	MASTER FIGHTER	FIRE/RESCUE LIEUTENANT	FIRE/RESCUE LIEUTENANT	FIRE/RESCUE CAPTAIN	FIRE/RESCUE CAPTAIN	
A	\$49,304	\$51,772	\$54,359	\$59,795	\$65,780	\$74,175						
B	\$51,031	\$53,582	\$56,263	\$61,888	\$68,083	\$76,773						
C	\$52,817	\$55,459	\$58,232	\$64,056	\$70,467	\$79,460						
D	\$54,667	\$57,401	\$60,272	\$66,299	\$72,934	\$82,243						
E	\$56,580	\$59,411	\$62,381	\$68,619	\$75,486	\$85,121						
F	\$58,561	\$61,491	\$64,565	\$71,022	\$78,128	\$88,101						
G	\$60,611	\$63,641	\$66,824	\$73,507	\$80,864	\$91,185						
H	\$62,733	\$65,870	\$69,165	\$76,080	\$83,695	\$94,376						
I	\$64,929	\$68,177	\$71,587	\$78,744	\$86,624	\$97,679						
J	\$67,203	\$70,563	\$74,092	\$81,498	\$89,657	\$101,099						
K	\$69,555	\$73,034	\$76,685	\$84,353	\$92,796	\$104,639						
L	\$71,989	\$75,590	\$79,370	\$87,305	\$96,045	\$108,301						
M	\$74,509	\$78,235	\$82,149	\$90,360	\$99,408	\$112,093						
N	\$77,118	\$80,974	\$85,025	\$93,524	\$102,887	\$116,016						
O	\$79,817	\$83,810	\$88,002	\$96,798	\$106,488	\$120,078						
20 YEAR LONGEVITY (3.5%)	\$82,610	\$86,744	\$91,082	\$100,186	\$110,216	\$124,281						
24 YEAR LONGEVITY (3.5%)	\$85,501	\$89,781	\$94,270	\$103,693	\$114,073	\$128,630						

**MEMORANDUM OF AGREEMENT
BETWEEN
THE MONTGOMERY COUNTY GOVERNMENT
AND THE
MONTGOMERY COUNTY CAREER FIRE FIGHTERS ASSOCIATION,
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, LOCAL 1664, AFL-CIO**

The Montgomery County Government (Employer) and the Montgomery County Career Fire Fighters, International Association of Fire Fighters, Local 1664, AFL-CIO (Union) conducted negotiations pursuant to Section 33-153 of the Montgomery County Code for the term July 1, 2020 through June 30, 2022. As a result of those negotiations, the Employer and Union agree that the Collective Bargaining Agreement shall be amended according to the terms set forth below.

Please use the following key when reading this agreement:

<u>Underlining</u>	<i>Added to existing agreement.</i>
[Single boldface brackets]	<i>Deleted from existing agreement.</i>
* * *	<i>Existing language unchanged by parties.</i>

The parties agree to amend the contract as follows:

* * *

ARTICLE 4 – VISITATION

* * *

The County agrees to provide electronic access to the Executive Office Building (EOB), including the parking garage, for the Union President, 1st Vice President, [and] 2nd Vice President, and 3rd Vice President for Labor/Management related business held at the Executive Office Building.

The County agrees to provide electronic access to the Public Safety Headquarters building for the Union President, 1st Vice President, [and] 2nd Vice President, and 3rd Vice President for Labor/Management related business held at the Public Safety Headquarters Building.

* * *

ARTICLE 14 - OVERTIME

Section 14.1 Policy

* * *

- E. Personnel on Kelly will be offered the first opportunity to work overtime. All day work Kellys will be assigned a "shift equivalent" Kelly (i.e., A-1, B-1, C-1, A-2, B-2, C-2, etc.) and shall be considered the "off-going" shift for days their shift work equivalent is the off-going shift and the "on-coming" shift for days that their shift work equivalent is the on-coming shift, as based on their "shift equivalent" (i.e., A, B or C). For employees

assigned to ROCC and FEI who work a 2-2-4 schedule, the County shall assign them a "shift equivalent" Kelly each month based on their work schedule for that month.

Scheduling shall hire the bargaining unit employee with the least accrued overtime worked, year-to-date, before bargaining unit employees with higher accrued year-to-date overtime. The following order shall apply:

1. Kelly Day personnel within the station⁶ including personnel who sign up for either dayside or night side only. If more than one person is on Kelly Day within the station, then the one with the least amount of overtime hours is hired first.

* * *

ARTICLE 17 – SPECIAL DUTY DIFFERENTIALS

Section 17.1 Disposition of Assignment Pay

- | | | |
|-----------|--|---|
| <u>J.</u> | <u>Safety Officer Assignment⁷</u> | <u>3.20% of the Fire Fighter III, Step H base pay</u> |
| <u>K.</u> | <u>Emergency Medical Services –
Duty Officer Assignment:⁸</u> | <u>3.2% of the Fire Fighter III, Step H base pay</u> |

* * *

ARTICLE 18 – GENERAL EMERGENCY PAY

* * *

Section 18.2 Compensation

Whenever a general emergency is declared for the County by the County Executive or designee, members of the bargaining unit who are required to work during the period of the emergency shall receive twice their regular hourly rate. In the event that bargaining unit employees are in an overtime status during the period of the declared emergency and are required to work, then employees shall receive their regular rate plus the overtime rate, consistent with pay policies for declared emergencies established by the Chief Administrative Officer dated January 28, 1987. Employees that are on approved pre-scheduled leave^{[6]2} (annual leave, compensatory leave or sick leave) when a general emergency has been declared shall be granted Administrative Leave for the portion of the pre-approved leave period

⁶ For personnel assigned as a Safety Officer or an EMS Duty Officer, or to ECC or Scheduling, their "station" shall be their regular work assignment.

⁷ Only employees regularly assigned as Safety Officer and/or Safety Officer relief will be eligible for Assignment Pay.

⁸ Only employees regularly assigned as Emergency Medical Services – Duty Officer and/or Emergency Medical Services – Duty Officer Relief will be eligible for Assignment Pay.

^{[6]2} For the purposes of this section, approved pre-scheduled leave shall mean leave that was requested and approved prior to the end of the employee's last shift immediately preceding the declared emergency.

that corresponds with the period of declared general emergency and their leave account shall be adjusted as appropriate.

ARTICLE 19 - WAGES

Section 19.1 General Wage Adjustments

* * *

- B. Effective the first full pay period on or after July 1, 2016, the base salary for all bargaining unit members shall be increased by 1.0 percent. Effective the pay period beginning February 5, 2017, the base salary for all bargaining unit members shall be increased 1.0 percent.^{[7]¹⁰}
- C. Effective the first full pay period beginning [November 10, 2019] on or after August 1, 2020, the base salary for all bargaining unit members shall be increased by [two and four-tenths (2.4) percent] two and one-quarter percent (2.25%).
- D. This Article shall be reopened to bargain over the base salary for all bargaining unit employees for Fiscal Year 2022. Such negotiations shall be subject to the impasse/fact-finding procedures of Montgomery County Code Section 33-153.

Section 19.2 Salary Schedule

* * *

- D. Effective at the beginning of the first full pay period beginning on or after July 1, 2010, a Step P will be added at a rate 3.5% greater than the current Step O. All employees will then receive one service increment increase. The existing Step A will then be removed from the schedule, and the remaining 15 steps will be re-lettered A through O. This pay plan adjustment, which the County Council elected not to fund in FY 2011, and which has been postponed in subsequent collective bargaining agreements, shall continue to be postponed through FY2020. This pay plan adjustment shall continue to be postponed through FY 2022.

* * *

ARTICLE 20 – INSURANCE BENEFITS COVERAGE AND PREMIUMS

* * *

Section 20.2 Health Benefits

[7]¹⁰ Per actions take on April 26, 2016, May 16, 2016 and May 26, 2016, the County Council did not approve full funding for this provision, i.e., the Council did not appropriate funds for a 1.0 percent general wage adjustment for bargaining unit employees effective the pay period beginning February 5, 2017 or any subsequent date in FY 2017. The 1.0% general wage increase that was negotiated for implementation on February 5, 2017 shall continue to be postponed through FY2022.

- A. Effective January 1, 1995, the County will alter the basis for determining its contribution with respect to each separate medical and hospitalization plan, calculated separately for employee, employee + 1, and family coverage, to 80% of the premium charged for an HMO or, in the case of self-insured plans, 80% of the projected premium rate for the calendar year in which the rates are to be effective. The rates for each self-insured plan shall be calculated using standard actuarial principles with separate medical trends as determined by the Employer's actuary, which reflect plan design. The Union shall be provided with information (including but not limited to all actuarial and consultant reports) enabling it to review the premium determinations. In all other respects the level of benefits and services provided in the comprehensive health benefit program shall remain unchanged except as provided below.^{[8]11}

* * *

Section 20.4

The County shall also contribute 80% of the premiums determined for any calendar year for benefit plans other than the health plans included in Section 20.2 (a) and Section 20.9. The Employee Benefits Committee shall be provided with information (including but not limited to all actuarial and consultant reports) enabling it to review the premium determinations. The level of such benefits shall not be reduced.^{[9]12}

* * *

Section 20.9 Prescription Drug Plan

* * *

- B. Effective January 1, 2009, the County shall provide prescription plans (High Option Plan - \$4/\$8 co-pays and Standard Option Plan - \$10/\$20/\$35 co-pays with a \$50 deductible) for all active employees. Employees who select the Standard Option Plan shall pay 20% of the cost of the Standard Option Plan. The Employer shall pay the remaining 80% of the cost of the Standard Option Plan. For employees who select the High Option Plan, the employer shall pay 80% of the total premium cost of the Standard Option Plan Option and the employee shall pay the remainder of the High Option Plan premium.^{[10]13}

^{[8]11} Per action taken on May 26, 2011, the County Council did not approve full funding for this provision. On that date, the Council adopted a different cost-sharing arrangement for bargaining unit employees, to become effective on January 1, 2012. See Appendix V.

^{[9]12} Per action taken on May 26, 2011, the County Council did not approve full funding for this provision. On that date, the Council adopted a different cost-sharing arrangement for bargaining unit employees, to become effective on January 1, 2012. See Appendix V.

^{[10]13} Per action taken on May 26, 2011, the County Council did not approve full funding for this provision. On that date, the Council adopted a different cost-sharing arrangement for bargaining unit employees, to become effective on January 1, 2012. See Appendix V.

* * *

F. Effective July 1, 2017, or as soon as administratively possible, the following Pharmacy Benefit Management programs will be implemented for both the High Option and the Standard Option prescription plans. The parties acknowledge that these are vendor specific programs and understand that a future change of vendors may necessitate revisiting the programs and possibly reopening bargaining.

- 1) *Exclusive Specialty Pharmacy*- a program that requires plan members to purchase specialty medications through the pharmacy benefit manager's exclusive specialty pharmacy arrangement. Any medication that the pharmacy benefit manager ("PBM") does not designate as a specialty medication is not subject to this requirement. In instances where the specialty medication is not available at the PBM's specialty pharmacy, the PBM shall coordinate purchasing arrangements with another specialty pharmacy within the PBM's network.

At the member's request, the pharmacy benefit manager will deliver the specialty medication to the member's home, the member's physician's office, or to a retail pharmacy of the member's choosing that is part of the PBM's pharmacy network.^{[11]14}

- 2) *Generic Step Therapy* - a program that requires plan members use cost-effective alternatives within the same therapeutic class, as first line therapy before brand name prescriptions are covered. The program includes an appeals process that would allow the member and provider to request an exception to this requirement in medically necessary circumstances.

* * *

In instances where a member's prescription is rejected because a generic alternative exists and the member's doctor is unavailable for consultation, the Union, on behalf of the member, may petition^{[12]15} the County benefit office to intervene with the PBM and request that the doctor's prescription be filled as written. The County agrees to work with the Union and the PBM to ensure the member does not go without the needed medication.

* * *

20.12 Optional and Dependent Life Insurance^{[13]16}

^{[11]14} For the duration of this contract (July 1, 2017 -June 30, 2019) PBM's pharmacy network refers to CVS Pharmacies.

^{[12]15} The petitioning process will include the Member contacting a Union Designee to provide information and authorization to allow the Union Designee to communicate with the County Benefit Office Designee along with the affected Member.

^{[13]16} Per action taken on May 26, 2011, the County Council did not approve full funding for the previous life insurance benefit level. On that date, the Council reduced the life insurance benefit for bargaining unit employees from 2x salary to 1x salary, to become effective on January 1, 2012. See Appendix V.

* * *

ARTICLE 21 – TRAVEL

* * *

Unless the parties agree otherwise, Article 21 shall be reopened on September 1, 2020, to bargain amendments thereto. Such negotiations shall be subject to the impasse/fact-finding procedures in Article 43.

* * *

ARTICLE 22 – PREVAILING RIGHTS

* * *

- F. Workplace provisions - the employer will supply, maintain^{[14]17} and make available the following items in reasonable and sufficient quantities at each fire station; refrigerator, oven, microwave, dishwasher, two washers, two dryers, ice machine^{[15]18}, laundry supplies, eating and cooking utensils, and reasonable local telephone service, so long as these items were purchased with tax dollars. The Employer also agrees to use its "best efforts" to ensure that the following items are in sufficient supply at each station: laundry detergent, bleach, paper towels, soap (dish and hand), scouring pads and toilet paper. Finally, the Employer agrees to maintain in each County-owned worksite a Heating, Ventilation and Air Conditioning (HVAC) system.^{[16]19}

* * *

Section 22.2 Notice and Opportunity to Submit Comments

- A. Prior to the implementation of any new or revised Directive, MCFRS Bulletin, Policy, Procedure, Instruction^{[17]20} relating to or affecting bargaining unit employees, the Employer shall

^{[14]17} As applied in this provision, the parties understand the term "maintain" to mean that the Employer will make reasonable efforts to ensure that the items referenced herein are kept in working order and that, if an item referenced herein should fall into disrepair, the Employer will take necessary steps to ensure that the item is either repaired or replaced.

^{[15]18} The ice machines at each fire station shall be of adequate size and of commercial quality, such that the ice machines are able to provide an adequate supply of ice for use in apparatus coolers.

^{[16]19} The Employer agrees that it will make reasonable efforts to ensure that working HVAC systems are maintained at worksites not owned by the County to which bargaining unit employees of the Montgomery County Fire and Rescue Service are assigned.

^{[17]20} The parties understand and agree that the term "Instruction" refers to: a) a written explanation provided by the Division Chiefs or the Fire Chief regarding the processes and/or procedures associated with the implementation of a new or revised Directive, Safety Bulletin, Policy or Procedure; or, b) written explanation/clarification provided by the Division Chiefs or the Fire Chief regarding an existing Directive, Safety Bulletin, Policy or Procedure that deviates from an established past practice.

provide the Union President, 1st Vice President, and 2nd Vice President with written, electronic notice and an opportunity to submit comments. If the Employer provides the Union with written, electronic notice and opportunity outside normal business hours (Monday through Friday, 7:00 am to 3:00pm), the electronically transmitted notices will be deemed received on the following business day. The employer will provide the Union written notice of its designee authorized to transmit documents for notice and opportunity.

* * *

ARTICLE 23 - HOURS OF WORK

* * *

Section 23.8

The County agrees to maintain a joint committee with equal numbers of Union and County representatives to study and make strategic recommendations to the County Executive, the Chief Administrative Officer and the Fire Chief on or before [October 31, 2019] June 30, 2021 regarding work hours for bargaining unit employees. The Union representatives on the Committee shall be on a detail if working during these meetings. Hour for hour compensatory time or pay at the employee's regular hourly rate shall be credited to Union representatives who attend meetings on their day off.

* * *

ARTICLE 26 – PERSONNEL FILES/RECORDS

* * *

Section 26.6 Access to Employee Records

* * *

1. the employee's supervisor or the Fire Chief or designee^{[18]21}

* * *

ARTICLE 28 - TRANSFERS

* * *

Section 28.7 Voluntary Transfers

^{[18]21} The parties understand and agree that the term "designee" refers to an individual including the Promotional Board and administrative staff and not an entity (e.g. a division or department, etc.). The parties further recognize, however, that the Fire Chief may designate different individuals to access the above-referenced "Employee Records" at various times.

Voluntary transfers shall be given serious consideration over involuntary transfers, provided that the voluntary transfer applicant meets the minimum qualifications for the vacancy. [An employee may submit a request for a voluntary transfer after having completed 24 months service following his/her initial appointment date as a career fire fighter/rescuer.] At such times that only one bargaining unit employee has requested a voluntary transfer to a vacant position, the employer will consider transferring an employee who has spent less than the prescribed period of time in the employee's current assignment. A bargaining unit employee who seeks a voluntary transfer shall submit an electronic request via an appropriate computer program [through the chain-of-command to the appropriate Division Chief]. The computer program shall [include the following features:]

- [1. A] send a detailed electronic receipt [that is sent] to the employee following submission of the transfer request.
- [2. Electronic supervisory comments with a copy of the comments sent to the employee.] If a supervisor submits comments relating to an employee's transfer request, the employee shall receive a copy and shall have the opportunity to respond to the supervisor's comments prior to the Division Chief's final decision regarding the transfer.

Within [30] 90 calendar days of receiving the request, the Division Chief must inform the employee if the request is granted, held or denied. [The employee seeking a voluntary transfer may ask that the] A voluntary transfer request [be] will remain held for a period [not to exceed six] of twelve months [transfer request that is held at the employee's request remains valid] until the desired transfer is granted, or the employee rescinds the [transfer] request [or the hold period expires], whichever occurs first. [If, at the end of the hold period, the desired transfer has not been granted and the employee has not rescinded the request, the Division Chief must inform the employee if the request is granted or denied [that the hold period has expired]. At each transfer meeting, the Employer shall identify to the Union those employees whose transfer requests have expired.

* * *

ARTICLE 30 – DISCIPLINE

* * *

Section 30.4 Disciplinary Examinations of Fire Investigators

* * *

1. Prior to any interview or examination of a Fire Investigator, for which there may be criminal or civil implications^{[19]22}, the Fire Investigator shall be advised of the nature of the investigation.

* * *

^{[19]22} For purposes of this Section, the phrase "criminal or civil implications" means that the conduct for which the Fire Investigator is being interviewed or examined, if established, would likely result in a criminal charge or a civil action being filed against the Fire Investigator.

ARTICLE 35 - HEALTH AND SAFETY

Section 35.1 Joint Health and Safety Committee

* * *

- H. The Committee will be briefed on the condition of worksite exhaust systems at least once per quarter. Any proposed modifications of the contract, or request for proposals, for preventative maintenance or repair of worksite exhaust systems shall be reviewed by the Committee. If the Committee has any recommendations for contracts for the preventative maintenance or repair to worksite exhaust systems, those recommendations shall be submitted to the Fire Chief and the Union President for review and consideration.

* * *

Section 35.6 Access to Centers

All bargaining unit employees will be granted access to, and use of, recreation center gym/weight rooms and aquatic centers free of charge. In order to receive such access, the bargaining unit members shall follow the administrative process established by the parties. Bargaining unit employees who have been granted access to recreation center gym/weight rooms and aquatic centers immediately prior to their retirement from County employment shall have a vested right to continued access to, and use of, these facilities at the discounted rate of 50% off the membership fee for any single-person membership category throughout their retirement.

* * *

ARTICLE 39 – UNIFORM ADVISORY COMMITTEE

* * *

- E. The Uniform Advisory Committee is authorized to use field-testing, consistent with Policy and Procedure 516, Section 10.0. Jointly agreed upon recommendations for policy revision, including the introduction of new products/manufacturers, shall be submitted to the Fire Chief and the President of the Union. The Fire Chief agrees to include funding for any jointly proposed changes (i.e. Committee recommendations) as part of the departmental operating budget submission. The Fire Chief agrees to implement the Committee's jointly agreed upon recommendations providing that funding for the item(s) is included in the approved County operating budget. Implementation will occur as uniform items currently in inventory at MCFRS Property Section are depleted. However, if the Committee deems an item to be unsafe^{[20]23}, implementation will occur without regard to the current inventory.

^{[20]23} The parties understand and agree that the term "unsafe" refers to those items that are determined by the Committee to endanger the health and/or safety of the employees to whom the items are issued. The parties further understand and agree that the term "unsafe" does not refer to those items for which a substitute is determined by the Committee to be merely preferable or desirable.

* * *

ARTICLE 50 - DURATION OF CONTRACT

* * *

Section 50.1 [One] Two Year Agreement

The duration of this Agreement shall be from July 1, [2019] 2020 through June 30, [2020] 2022.

ARTICLE 51 - PENSIONS

* * *

A. The employer shall submit proposed legislation to the County Council on or before July 15, 1999, amending Chapter 33, Article III of the Montgomery County Code in accordance with the following principles. Proposed legislation drafted pursuant to this collective bargaining agreement shall be reviewed and approved by both parties prior to submission to the County Council. The following changes will effect only those retirement applications filed after the adoption of the legislation.

* * *

2. Amend Montgomery County Code section 33-44(c) to provide that bargaining unit employees in pension Group G of the Employees' Retirement System who become members of the system on or after July 1, 1978, shall receive annual cost-of-living adjustments in their pension benefits as follows: 100% of the change in the consumer price index up to three percent (3%) plus 60% of any change in the consumer price index that is in excess of three percent (3%), subject, however, to a maximum annual cost-of-living adjustment of 7.5%, and provided further, that this maximum shall not apply to either retired members beginning in the fiscal year after the date that they attain age 65 or to retired members who are disabled consistent with section 33-44 (c){3} of the Montgomery County Code.^{[21]24}

* * *

4. Amend Montgomery County Code section 33-39(a) to provide that beginning after the implementation date of the retirement benefit changes specified in paragraphs 1 through 3 above, and to the extent permitted by law, the pension contributions for bargaining unit employees in pension Group G who are in the "Optional Retirement Plan" must equal eight and one-half percent (8.5%) of regular earnings; and the pension contributions for bargaining unit employees in pension Group G who are in the "Integrated Retirement plan" must equal four and three-quarters percent (4.75%) of

^{[21]24} Per action taken on May 26, 2011, the County Council decreased the maximum amount of annual cost-of-living adjustments. This change is applicable to years of service beginning on or after July 1, 2011. See Appendix VI.

regular earnings up to the maximum social security wage base, and eight and one-half percent (8.5%) of regular earnings in excess thereof.[²²]²⁵

* * *

- C. The employer shall submit proposed legislation to the County Council on or before July 1, 2007, amending Chapter 33, Article III of the Montgomery County Code in accordance with the following principles. Proposed legislation drafted pursuant to this Agreement shall be reviewed and approved by both parties prior to submission to the County Council. The following changes will affect only those retirement applications filed on or after July 1, 2007.

* * *

Section 33-39. Member contributions and credited interest[²³]²⁶

* * *

H. Pensions

This Article shall be reopened to bargain over changes to the pension benefits for all bargaining unit employees on or before November 1, 2020. Such negotiations shall be subject to the impasse/fact-finding procedures of Montgomery County Code Section 33-153.

* * *

ARTICLE 54 - TUITION ASSISTANCE

* * *

Section 54.2

Employee tuition assistance is available to bargaining unit employees on a first-come, first-served basis. Once the tuition assistance funds are depleted for the fiscal year, tuition assistance is not available until the next year. Sixty-five thousand (\$65,000) in tuition assistance funds shall be made available each fiscal year to bargaining unit employees.

* * *

ARTICLE 55 - SERVICE INCREMENTS

* * *

[²²]²⁵ Per action taken on May 26, 2011, the County Council adopted a two-step increase in the pension contributions of bargaining unit employees. The first increase became effective on July 1, 2011 and the second on July 1, 2012. See Appendix VI.

[²³]²⁶ Per action taken on May 26, 2011, the County Council adopted a two-step increase in the pension contributions of bargaining unit employees. The first increase became effective on July 1, 2011 and the second on July 1, 2012. See Appendix VI.

Section 55.8 Postponement of Service Increments

Service increments that eligible bargaining unit employees were scheduled to receive in Fiscal Year 2011 pursuant to the 7/1/08 - 6/30/11 Collective Bargaining Agreement but which the County Council elected not to fund for FY 2011 shall be granted during the pay period beginning April 6, 2014. Similarly, the FY 2012 service increments that eligible bargaining unit employees would have otherwise received in Fiscal Year 2012 in accordance with this Article 55 shall be granted to eligible bargaining unit employees during the pay period beginning June 14, 2015. The FY 2013 increment that eligible bargaining unit employees would have received in Fiscal Year 2013 but which the County Council elected to not fund for that year, and which has been postponed in subsequent collective bargaining agreements, shall continue to be postponed through FY [2019] 2022. However, no bargaining unit employee shall lose service credit for purposes of progression within the uniform pay plan.

Effective July 1, [2017] 2020 eligible bargaining unit employees shall receive an annual service increment on their anniversary date as described in this Article.

* * *

ARTICLE 57 - EMERGENCY COMMUNICATIONS CENTER

* * *

Section 57.2 [Differentials] ECC Special Duty Differential

* * *

A. Special Duty Differential

[Assignment (radio/dispatch/EMD)]	\$7,075]
[Assignment (radio/dispatch)]	\$5,050]
<u>Assignment (3 or more of the last 5 years)</u>	<u>10.5% of the Fire Fighter III, Step H base pay</u>
<u>Assignment (0-3 of the last 5 years)</u>	<u>7.5% of the Fire Fighter III, Step H base pay</u>
Certification	\$2,000

Bargaining unit members assigned to ECC prior to July 1, 2020 shall continue to receive the special duty differential not less than the differential they were receiving prior to July 1, 2020, regardless of the number of years they have been assigned to ECC.

* * *

IN WITNESS WHEREOF, the parties hereto have caused their names to be subscribed by their duly authorized officers and representatives this ____ day of March 2020.

Montgomery County Career Fire Fighters Association, IAFF Local 1664, AFL-CIO, CLC

Montgomery County Government
Montgomery County, Maryland

Jeffrey Buddie 3/25/2020

Jeffrey Buddie
President

Date

Arcy Klein

Marc Elrich
County Executive

3/31/2020

Date

Andrew Klein

Andrew Klein
Chief Administrative Officer

3/31/2020

Date

Scott Goldstein

Scott Goldstein
Fire Chief

3/25/2020

Date

Steven N. Blives
on behalf of Steven Sluchansky

Steven Sluchansky
Chief Labor Relations Officer

03/25/2020

Date

Approved for form and legality by:

Edward E. Haenftling, Jr.

Edward E. Haenftling, Jr.
Associate County Attorney

3/25/2020

Date

Side Letter – Development of Pilot Program for Hours of Work for Personnel Assigned to Fire & Explosive Investigations (FEI)

[ON MCFRS LETTERHEAD]

[DATE]

Jeffrey Buddle, President
Montgomery County Career Firefighters Association, IAFF Local 1664
932 Hungerford Dr., Suite 33-A
Rockville, Maryland 20850

Dear President Buddle,

As part of the negotiations between Montgomery County Government (the Employer) and the Montgomery County Career Firefighters Association IAFF Local 1664 (the Union) over a successor collective bargaining agreement effective July 1, 2020 – June 30, 2022, the parties agree to continue the discussion pertaining to a change in the work schedule for personnel assigned to Fire and Explosive Investigations (FEI).

The current work group shall continue to meet with the goal of developing a pilot program that satisfies both party's needs for effectiveness and efficiency, to include increasing capacity during conventional daywork hours. Pilot program development shall take place beginning July 1, 2020 and shall continue until November 30, 2020. Regardless of consensus, the parties shall present their proposal(s) to the Fire Chief and the Union President who, jointly, shall have final say regarding implementation. During the pilot development period, the current 2/2/4 schedule shall remain in place.

If the pilot program is jointly agreed upon by the Fire Chief and Union President, beginning January 1, 2021, the pilot program would commence and last at least one calendar year. After one year the parties will evaluate the pilot. If both of the parties agree the pilot was successful, parties would consider the implementation of such a schedule to commence upon mutual agreement of the parties, but not later than June 30, 2022. Should parties not agree, the pilot program will cease, and the schedule in effect on July 1, 2020 would resume.

Sincerely,

Scott Goldstein
Fire Chief

Side Letter – Labor-Management Subcommittee to Continue Drafting a Peer Support Program

[ON MONTGOMERY COUNTY LETTERHEAD]

[DATE]

Jeffrey Buddle, President
Montgomery County Career Firefighters Association, IAFF Local 1664
932 Hungerford Dr. Suite 33-A
Rockville, MD 20850

Dear President Buddle:

As part of the negotiations between Montgomery County Government (the Employer and the Montgomery County Career Firefighters Association, IAFF Local 1664 (the Union) over a successor collective bargaining agreement effective July 1, 2020, the parties discussed the issue of implementing a peer support program for the purpose of assisting bargaining unit employees who experience mental/behavioral health issues.

As a result of those negotiations, it is hereby agreed that the subcommittee previously established pursuant to Article 34(C) of the collective bargaining agreement between the Employer and the Union to study the creation of a peer support program that could be utilized by bargaining unit employees shall continue its discussions; and that no later than October 31, 2020, this subcommittee shall issue written recommendations relating to such a program for consideration in accordance with the procedure set forth in Article 34(C).

The written recommendations issued by this subcommittee shall also be provided to the County Executive, Chief Administrative Officer, and the Chief Labor Relations Officer.

Sincerely,

Andrew Kleine
Chief Administrative Officer

Side Letter – Referral of Matter to Joint Health & Safety Committee

[ON MCFRS LETTERHEAD]

[DATE]

Jeffrey Buddle, President
Montgomery County Career Firefighters Association, IAFF Local 1664
932 Hungerford Dr. Suite 33 A
Rockville, Maryland 20850

Dear President Buddle,

As part of the negotiations between Montgomery County Government (the Employer) and the Montgomery County Career Firefighters Association, IAFF Local 1664 (the Union) over a successor collective bargaining agreement effective July 1, 2020 – June 30, 2022, the Union raised the safety related issue of Captains and Lieutenants being required to perform in multiple capacities while assigned to an Engine, Truck, or Rescue Squad. As a result of those negotiations, it is hereby agreed that no later than July 31, 2020, The Joint Health & Safety Committee shall add this matter to its agenda; and that no later than December 31, 2020, the committee shall issue written recommendations relating to such matter in accordance with the procedures provided for under Article 35 of the Collective Bargaining Agreement.

Sincerely,

Scott Goldstein
Fire Chief

Side Letter – Referral of Matter to Joint Labor/Management EMS Committee

[ON MCFRS LETTERHEAD]

[DATE]

Jeffrey Buddle, President
Montgomery County Career Firefighters Association, Local 1664
932 Hungerford Dr. Suite 33-A
Rockville, Maryland 20850

Dear President Buddle,

As part of the negotiations between Montgomery County Government (the Employer) and the Montgomery County Career Firefighters Association, IAFF Local 1664 (the Union) over a successor collective bargaining agreement effective July 1, 2020 – June 30, 2022, the Employer sought to require employees who obtain their ALS certification through the Employer, but who are not otherwise subject to a paramedic certification agreement to enter into an agreement to maintain that certification. As a result of those negotiations, it is hereby agreed that this matter shall be referred to the Joint Labor/Management EMS Committee for study and consideration and that the committee shall issue written recommendations relating to such matter in accordance with the procedures provided for under Article 50 of the Collective Bargaining Agreement.

Sincerely,

Scott Goldstein
Fire Chief

Side Letter – Single Role Provider

Jeffrey Buddle, President
Montgomery County Career Firefighters Association, IAFF Local 1664
932 Hungerford Dr. Suite 33-A
Rockville, MD 20850

Dear President Buddle:

During negotiations between Montgomery County Government (the Employer) and the Montgomery County Career Firefighters Association, IAFF Local 1664 (the Union) over a successor collective bargaining agreement effective July 1, 2020, the Parties discussed in a sub-committee the possibility of incorporating single role providers into the fire and rescue structure.

As a result of those discussions, it is hereby agreed to that the parties shall continue the single role provider subcommittee discussions beyond the conclusion of the 2019-2020 term bargaining negotiations.

The sub-committee shall continue to meet on mutually agreed dates and times, until September 30, 2020. The sub-committee shall have no authority to alter a collective bargaining agreement, to engage in collective bargaining, or to adjust or resolve matters subject to bargaining. The committee shall file a report with the Fire Chief, the County Chief Administrative Officer, the County Executive, the Union President, and the Chief Labor Relations Officer no later than October 31, 2020.

Sincerely,

Scott Goldstein
Fire Chief

Side Letter – Voluntary Transfers

[ON MCFRS LETTERHEAD]

[DATE]

Jeffrey Buddle, President
Montgomery County Career Firefighters Association, IAFF Local 1664
932 Hungerford Dr., Suite 33-A
Rockville, Maryland 20850

Dear President Buddle,

As part of the negotiations between Montgomery County Government (the Employer) and the Montgomery County Career Firefighters Association IAFF Local 1664 (the Union) over a successor collective bargaining agreement effective July 1, 2020, the Employer made a proposal to limit bargaining unit employees' abilities to retain previously scheduled annual leave upon their voluntary transfers and the Union made a proposal to increase the available casual leave.

As a result of those proposals, and discussions thereon, it is hereby agreed that the parties shall form a subcommittee pursuant to Article 34 (C) of the collective bargaining agreement between the Employer and the Union to study the issue of bargaining unit employees' annual leave, including retention of previously scheduled annual leave upon transfer. The parties shall designate up to 3 representatives each, who shall meet on or after July 1, 2020, but before July 31, 2020, to begin discussions of this issue. No later than February 1, 2021, this subcommittee shall issue written recommendations relating to those issues in accordance with the procedure set forth in Article 34 (C).

Sincerely,

Scott Goldstein
Fire Chief

FY21 COUNCIL DECISION CHART FOR COLLECTIVE BARGAINING AGREEMENTS

General Wage Adjustments

	Provision	Agreement	Council Decision	FY21 Fiscal Impact
1A1	MCGEO GWA	1.25% after 10-01-20		\$3,828,275
1A2	MCGEO Additional GWA	1% for employees not in County retirement plan – excess over max is lump sum		\$107,654
1A3	MCGEO GWA Seasonal Employees	\$0.50/hour for eligible employees		\$89,288
1B	FOP GWA	1% on 7-1-20		\$1,166,707
1C	IAFF GWA	2.25% after 8-1-20		\$2,106,304

Service Increments

	Provision	Agreement	Council Decision	FY21 Fiscal Impact
2A	MCGEO FY21 Service Increments	3.5% - anniversary		\$4,163,636
2B	FOP FY21 Service Increments	3.5% - anniversary		\$1,139,939
2C	IAFF FY21 Service Increments	3.5% - anniversary		\$810,408

Additional Service Increments

	Provision	Agreement	Council Decision	FY21 Fiscal Impact
3A	MCGEO Additional FY21 Service Increment	1.25% for FY11		\$904,049
3B	FOP Additional FY21 Service Increment – salary adjustment	3.5% for eligible employees		\$1,959,436
3C	IAFF Additional FY21 Service Increment	None		\$0

Longevity Increments

	Provision	Agreement	Council Decision	FY21 Fiscal Impact
4A1	MCGEO Longevity Increments of 2.5%, 3% or 3.5%	3% or 3.5%		\$258,430
4B1	FOP Longevity Increments	3.5% after 16 or 20 years		\$98,414
4C	IAFF 2 Longevity Increments	3.5% after 20 or 24 years		\$117,417

Lump Sum Payments

	Provision	Agreement	Council Decision	FY21 Fiscal Impact
5A	MCGEO Lump Sum	\$1,000 on July 1, 2020 if no service increment		\$1,923,238
5B	FOP Lump Sum	None		\$0
5C	IAFF Lump Sum	None		\$0

Tuition Assistance

	Provision	Agreement	Council Decision	FY21 Fiscal Impact
6A	MCGEO Tuition Assistance – Individual Maximum raised to \$2130	65% of funds appropriated for employees other than FOP		?
6B	FOP Tuition Assistance	\$135,000 cap		\$135,000
6C	IAFF Tuition Assistance	\$65,000		\$65,000

Group Insurance Benefits

	Provision	Agreement	Executive’s Budget	Council Decision	FY21 Fiscal Impact
7A	MCGEO Group Insurance	80% County share	75% County Share except HMO per side letter		
7B	FOP Group Insurance	80% County share	75% County Share except HMO per side letter		
7C	IAFF Group Insurance	80% County share	75% County Share except HMO		

Increases in Special Pay

	Provision	Agreement	Council Decision	FY21 Fiscal Impact
8A1	MCGEO increase in shift differential	\$1.56 or \$1.87/hour		\$576,434
8A2	MCGEO positions for field training pay	Add classifications eligible		\$19,522
8A3	MCGEO adjust holiday pay	Adjust Holiday Pay		\$104,574
8B	FOP	No change		\$0
8C1	IAFF increase in assignment pay	Add 2 assignments		\$31,561
8C2	IAFF special duty differential pay	Add assignment to ECC		\$9,870

Increases in clothing, equipment, vehicle use, and transit subsidy

	Provision	Agreement	Council Decision	FY21 Fiscal Impact
9A1	MCGEO – Highway Services	Increase boot subsidy to \$200		\$13,750
9A2	MCGEO – DOCR uniform allowance	Increase for Resident Supervisors		\$49,363
9A3	MCGEO – Transit Subsidy	Increase to \$265/month		\$150,000
9A4	MCGEO DGS shoe allowance – Fleet Services	\$200		?
9A5	MCGEO increase uniforms for DPS	Increase		?
9B1	FOP – all police officers	Provide cell phones		?
9B2	FOP – take home cars	Allow take home cars outside County		?
9C	IAFF	No change		\$0

MCGEO Retirement Plan Increases

	Provision	Agreement	Council Decision	TY21 Fiscal Impact
10A1	Military service credit for Group E	Add military service credit		\$121,961
10A2	DOCR Employees	Add positions to defined benefit plan and DROP – New Group K		\$200,000
10A3	RSP & GRIP	Increase County contribution from 8% to 9%		\$1,389,781
10A4	Reduce Employee contribution by 1%	Groups A,E,H, & J		?
10A5	Sick Leave Payout	Establish Sick Leave Payout for RSP & GRIP		\$225,000
10A6	Income offsets for disability retirement pension	Eliminate certain offsets to pension amount		?
10A7	Age retirement benefits must begin	Increase from 70.5 to 72 to conform to change in tax law		

MCGEO Miscellaneous Increases

	Provision	Agreement	Council Decision	FY21 Fiscal Impact
11A1	HHS Stipend	\$1500 stipend for HHS Crisis Center		\$50,057
11A2	DOCR Resident Supervisor Pay	Extra ½ hour pay		\$171,634
11A3	Meal Allowance	Increase from \$10 to \$15		\$5,000
11A4	Labor Management Relations Committee	Increase funding from \$100,000 to \$150,000		\$50,000
11A5	DOCR – 7 Locks Rd	Install camera, intercom, and card readers		\$6,289
11A6	Temporary Employees	Restrict use and add new Prohibited Practice Charge		?

F:\LAW\TOPICS\Collective Bargaining\21colbar\FY21 Council Decision Chart.Docx