


County Council Agenda Item: #7	Date: April 23, 2019
Subject: Worksession – Collective Bargaining Agreements	
Purpose: To make preliminary decisions – straw vote expected	
Analyst: Robert H. Drummer, Senior Legislative Attorney	
Keywords: #CollectiveBargaining2020 Other Search Terms: Fraternal Order of Police, International Association of Fire Fighters, Municipal County Government Employees, contracts, collective bargaining and compensation and benefits	

EXPECTED ATTENDEES

Torrie Cooke, FOP President
Jeff Buddle, IAFF President
Gino Renne, MCGEO President
Karen Plucinski, Acting Human Resources Director
Corey Orlosky, OMB

COUNCIL DECISION POINTS & COMMITTEE RECOMMENDATIONS

- 1) This item did not go before a Committee.
- 2) The Council must decide to approve or reject the provisions of each collective bargaining agreement that require an appropriation of funds or a change in law.

DESCRIPTION/ISSUE

Each item requiring Council action in the Agreements with the FOP, MCGEO, and the IAFF are described in the packet. See the FY20 Council Decision Chart for a list of each item subject to Council action attached as A.

SUMMARY OF KEY DISCUSSION POINTS

- General Wage Adjustments in each Agreement.
- Additional Service Increments for FOP and MCGEO.
- Group Insurance in each Agreement.
- New longevity increments for FOP and MCGEO.
- Lump sum payments for FOP and MCGEO.
- Special pay increases for IAFF and MCGEO.

This report contains:

FY20 Council Decision Chart

A

Detailed Staff Report

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FY20 COUNCIL DECISION CHART FOR COLLECTIVE BARGAINING AGREEMENTS

General Wage Adjustments

	Provision	Agreement	Executive's Budget	Council Decision	FY20 Fiscal Impact
1A1	MC GEO GWA	2.4% after 11-24-19	2.4% after 11-24-19		\$6,105,562
1A2	MC GEO GWA Seasonal Employees	\$0.25/hour for eligible employees	\$0.25/hour for eligible employees		\$84,696
1B	FOP GWA	0% on 7-1-19	0% on 7-1-19		\$0
1C	IAFF GWA	2.4% after 11-10-19	2.4% after 11-10-19		\$1,526,415

Service Increments

	Provision	Agreement	Executive's Budget	Council Decision	FY20 Fiscal Impact
2A	MC GEO FY20 Service Increments	3.5% - anniversary	3.5% - anniversary		\$4,119,093
2B	FOP FY20 Service Increments	3.5% - anniversary	3.5% - anniversary		\$1,221,894
2C	IAFF FY20 Service Increments	3.5% - anniversary	3.5% - anniversary		\$797,054

Additional Service Increments

	Provision	Agreement	Executive's Budget	Council Decision	FY20 Fiscal Impact
3A	MC GEO Additional FY20 Service Increment	3.5% for FY11	3.5% for FY11		\$1,545,669
3B	FOP Additional FY20 Service Increment	3.5% for FY12 or FY13	3.5% for FY12 or FY13		\$890,300
3C	IAFF Additional FY20 Service Increment	None	None		\$0

Longevity Increments

	Provision	Agreement	Executive's Budget	Council Decision	FY20 Fiscal Impact
4A1	MC GEO Longevity Increments of 3% or 3.5%	3% or 3.5%	3% or 3.5%		\$249,939
4A2	MC GEO new Longevity Increment for sheriffs and corrections	2.5% after 24 years	2.5% after 24 years		\$83,835
4B1	FOP Longevity Increment	3.5% after 20 years	3.5% after 20 years		\$42,657
4B2	New FOP Longevity Increment payable on July 1, 2019	3.5% after 16 years	3.5% after 16 years		\$1,672,225
4C	IAFF 2 Longevity Increments	3.5% after 20 or 28 years	3.5% after 20 or 28 years		\$89,760

Lump Sum Payments

	Provision	Agreement	Executive's Budget	Council Decision	FY20 Fiscal Impact
5A	MC GEO Lump Sum	\$1,200 on July 1, 2019 if no service increment	\$1,200 on July 1, 2019 if no service increment		\$2,147,307
5B	FOP Lump Sum	\$1,000 on July 1, 2019 if no additional service increment	\$1,000 on July 1, 2019 if no additional service increment		\$484,425
5C	IAFF Lump Sum	None	None		\$0

Tuition Assistance

	Provision	Agreement	Executive's Budget	Council Decision	FY20 Fiscal Impact
6A	MCGEO Tuition Assistance – Individual Maximum raised to \$2130	50% of funds appropriated for employees other than FOP (\$125,000)	\$125,000		\$125,000
6B	FOP Tuition Assistance	\$135,000 cap	\$135,000 cap		\$135,000
6C	IAFF Tuition Assistance	\$125,000 shared with MCVFRA & unrepresented	\$125,000 shared with MCVFRA & unrepresented		Sharing \$125,000

Group Insurance Benefits

	Provision	Agreement	Executive's Budget	Council Decision	FY20 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	Executive's Budget	Council Decision	FY20 Fiscal Impact
8A1	MCGEO stand-by for fire marshals	30% weekdays 50% weekends	30% weekdays 50% weekends		\$48,631
8A2	MCGEO increase in field training pay	\$3.25/hour	\$3.25/hour		\$14,558
8B	FOP	No change	No change		\$0
8C1	IAFF increase in assignment pay	3.2% of FFIII, Step H Increase Certification Pay	3.2% of FFIII, Step H Increase Certification Pay		\$61,396
8C2	IAFF ALS Provider Pay	15% of FFIII, Step H	15% of FFIII, Step H		\$814,205
8C3	IAFF special duty pay increase	\$7,075	\$7,075		\$147,130


Increases in clothing, equipment, and transit subsidy

	Provision	Agreement	Executive's Budget	Council Decision	FY20 Fiscal Impact
9A1	MCGEO – transit coordinators	all weather safety outerwear & striping	all weather safety outerwear & striping		\$6,275
9A2	MCGEO – school health nurses	Provide cell phones	Provide cell phones		\$21,039
9A3	MCGEO – transit information techs	Provide rugged laptops	Provide rugged laptops		?
9A4	MCGEO – Transit Subsidy	Increase to \$75/month	Increase to \$75/month		\$57,660
9B1	FOP shoe allowance	Increase for Training Academy	Increase for Training Academy		\$1,995
9B2	FOP – master police officers	Provide cell phones	Provide cell phones		\$14,750
9C	IAFF	No change	No change		\$0

MEMORANDUM

April 19, 2019

TO: County Council

FROM: Robert H. Drummer, Senior Legislative Attorney 

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

PURPOSE: Worksession – Council should take straw votes

Expected Attendees:

Torrie Cooke, FOP President
Jeff Buddle, IAFF President
Gino Renne, MCGEO President
Karen Plucinski, Acting Human Resources Director
Corey Orlosky, OMB

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).¹

¹ #CollectiveBargaining2020

Other Search Terms: Fraternal Order of Police, International Association of Fire Fighters, Municipal County Government Employees, contracts, collective bargaining and compensation and benefits

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 Council has rejected certain provisions in a collective bargaining agreement multiple times over the last 10 years. A chart showing each collective bargaining provision rejected by the Council since 2005 is at ©119. An explanation of the reasons for these rejections is at ©120-121. In *Fraternal Order of Police, Lodge 35 v. Montgomery County, Md*, 437 Md. 618 (2014), the Court upheld the Council's authority to reject a provision in a collective bargaining agreement that would require an appropriation of funds. The Court stated:

"Proximity to power deludes some into thinking they wield it," observed the character Francis Underwood, portrayed by Kevin Spacey, in the U.S.-version of the television series "House of Cards." Petitioner here, the Fraternal Order of the Police, Montgomery County Lodge 35 ("FOP"), fell under such a spell in maintaining this litigation. The Police Labor Relations Act ("PLRA") of the Montgomery County Code grants the FOP a proximity to power in requiring the County Executive to negotiate certain employee benefits with a representative of the FOP. Despite this proximity, the FOP lacks actual power under the PLRA because, as the well-known adage provides, "he who holds the purse strings rules the roost." Under the PLRA, the County Council (the "Council") in Montgomery County holds the purse strings (i.e., the actual power) each fiscal year when it approves the budget.

Thus, we hold that the Council acted in this case within its authority under the PLRA in deciding not to fund fully—and, thereby, to "change"—certain benefits in the pre-existing collectively-bargained agreement, at least where the "changes" are fiscal in nature and the County Executive and the FOP did not submit a re-negotiated agreement to the Council. 437 Md. 618, at 620

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 agreement was negotiated this year, takes effect on July 1, 2019, and expires on June 30, 2020. The IAFF Agreement resulted from the decision of an arbitrator, M. David Vaughn, dated February 12, 2019, in favor of the IAFF. See ©91-113. The Council must review and act on each of the provisions of these agreements that requires an appropriation of funds for FY20 or requires a change in law or regulation. The Council is not bound by the arbitrator's decision on the IAFF Agreement.

The Agreements

A chart showing the provisions in each Agreement that requires Council approval for FY20 is at ©A-A1. These provisions are described below.

(1) General Wage Adjustment (GWA)

- A1 **MCGEO** – 2.4% on the first pay period beginning after November 24, 2019. The FY20 fiscal impact is \$6,105,562.
- A2 **MCGEO** - \$.25 per hour increase for seasonal employees. The FY20 fiscal impact is \$84,696.
- B. **FOP** – 0% GWA. The FY20 fiscal impact is \$0.
- C. **IAFF** – 2.4% on the first pay period beginning after November 10, 2019. The FY20 fiscal impact is \$1,526,415.

The fiscal impact of these wage adjustments over time and how they compare to wage increases provided to other government workers in the area are described in Senior Legislative Analysts Craig Howard and Aron Trombka's packet on Compensation and Benefits (all agencies), Agenda Item 5. It is important to note that the 2.4% GWA for MCGEO begins at the end of the 5th month of the fiscal year. The late start reduces the FY20 fiscal impact from \$9,900,911 to \$6,105,562. The IAFF 2.4% GWA begins in the middle of the 5th month of the fiscal year. The late start reduces the FY20 fiscal impact from \$2,333,372 to \$1,526,415. However, the higher fiscal impact for both GWA's is built into the operating budgets for FY21 and beyond. Mr. Howard's packet explains the effect of this type of delayed GWA on the fiscal plan.

- (2) **Service Increments:** Each of the agreements provides a 3.5% service increment in FY20 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 FY20 is \$4,119,093.
- B. **FOP** – 3.5% on anniversary. The fiscal impact in FY20 is \$1,221,894.
- D. **IAFF** – 3.5% on anniversary. The fiscal impact in FY20 is \$797,054.

- (3) **Additional Service Increments**

- A. **MCGEO** – 3.5% additional increment in January 2020 for any employee who was eligible for a service increment in FY11 that was not funded by the Council. The FY20 fiscal impact is \$1,545,669.
- B. **FOP** – 3.5% additional increment for any employee who was eligible for a service increment in either FY12 or FY13 that was not funded by the Council. The FY20 fiscal impact is \$890,300.
- C. **IAFF** – no additional increment in FY20. 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 of these make-up increments.** MCGEO members at the top of grade received a .5% lump sum in both FY14 and FY15. Unrepresented employees have not 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.

The following Table shows the additional service increments that were funded by the Council (or rejected) in FY14 through FY19.

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

Council staff asked the Executive Branch last year to explain this payment and received the following response:

Yes, in FY15, Employees who were eligible but who missed at least one service increment since FY11 received a 1.75 percent service increment starting the first full pay period of February 2014 and received a 1.75 per-cent service increment the first full pay period of February 2015.

The lump sum payment does not replace the deferred FY12 or FY13 service increment. Members who received the 1.75% "catchup increment" in FY15 are ineligible for the lump sum payment in FY19 as this group was only due one increment which they received with the catchup. Additionally, FOP members at the maximum salary of their grade as of June 30, 2018, are ineligible for the lump sum payment. Those members below the maximum of the grade as of June 30, 2018, with two or more deferred increments, are eligible as a part of the mutually agreed upon the economic package and will receive the one-time \$1,000 lump sum payment. The one-time lump sum payment will be considered regular earnings for income and tax purposes and will not add to the members base pay, be considered earnings eligible towards retirement or life insurance.

Of the 1216 members of the FOP bargaining unit, 269 members were eligible to receive this \$1000 lump sum payment in FY19. The Council approved it last year. Although eligibility for the lump sum is based on having missed 2 or all 3 of the service increments that were not paid to any employee in FY11, FY12, or FY13, the Agreement is clear that the FOP may continue to put these catchup increments on the table for bargaining in future Agreements. However, paying these employees a \$1,000 lump sum for missing service increments in FY19 and then paying the additional service increment in FY20 could be considered being paid twice for the same service.

Council staff asked for an explanation of the make-up service increments and the lump sum payments. Here are the answers from the Executive Branch:

Please explain the justification for the make-up service increment and the \$1000 lump sum?

The administration placed a priority on trying to include the deferred service increments that were agreed to between the parties. These increments are only provided to employees who missed them and are still below the top of their grades. The cost to the County for these increments has dropped significantly over the years due to turnover and employees hitting the top of grade. Lump sum payments were provided for two primary reasons – 1) as one-time payments, they do not have an on-going cost; and 2) the other provisions agreed to within the context of bargaining provided increases for some, but not all, bargaining unit members; the lump sum payments provide a way for the County to compensate all bargaining unit members within the agreements.

In FY2019, the FOP Agreement provided a \$1,000 lump sum for missed FY12 & FY13 service increments. How many of the members eligible for the make-up service increment in FY20 received the \$1000 lump sum in FY19?

The recommended budget assumes up to 241 members will receive a deferred increment in FY20. Any member that is eligible in FY20 to receive the deferred increment would have been eligible to receive the \$1,000 lump sum in FY19. There would be some individuals who were eligible to receive the lump sum in FY19, but since that point have reached top of grade or have otherwise lost their eligibility for the deferred increment that will not receive it in FY20.

The \$1200 lump sum for MCGEO employees not eligible for a make-up service increment is estimated to go to 1,736 of the 8,025 employees represented by MCGEO. 1,196 MCGEO employees would be eligible for the make-up service increment. The Executive's explanation for the make-up service increment and lump sum for MCGEO is the same as the explanation for the FOP.

(4) Longevity Increments.

- A1. **MCGEO** – an employee eligible for a longevity increment in FY20 would receive a 3% or a 3.5% increment after 18 years of service. The FY20 fiscal impact would be \$249,939. The annual cost beyond FY20 would be \$462,850.
- A2. **MCGEO** – a new additional longevity increment for deputy sheriffs and correctional officers at 2.5% after 24 years of service. The fiscal impact for FY20 would be \$83,835. The annual cost beyond FY20 would be \$100,441.
- B.1 **FOP** – an employee eligible for a longevity increment in FY20 after 20 years would receive a 3.5% increment. The FY20 fiscal impact would be \$42,657. The annual cost beyond FY20 would be \$78,994.
- B2. **FOP** – a new additional longevity increment of 3.5% after 16 years of service. The FY20 fiscal impact would be \$1,672,225. The cost beyond FY20 would remain \$1,672,225 because it is payable on July 1, 2019.
- C. **IAFF** – an employee eligible for a longevity increment at 20 years or 28 years would receive a 3.5% longevity increment. The FY20 fiscal impact would be \$89,760. The annual cost beyond FY20 would be \$166,222.

Here are the current longevity steps for County employees:

Are there any other longevity steps in the County that start at 16 years or sooner?

Within Montgomery County, no FY 2019 pay schedule contains longevity steps beginning at 16 years of completed service (YOS) or sooner. The table below details the years at which longevity steps are granted for each of the County's 12 pay scales covering full-time employees:

Pay Schedule	Headcount (7/2018)	Longevity Steps (FY 2019)
OPT-STL	4,752	18 and 24 YOS
General Schedule	1,510	20 YOS
FOP	1,221	20 YOS
IAFF	1,174	20 and 24 YOS
Non-Merit & MLS	473	None
Correctional Officers	283	20 YOS
Deputy Sheriff's	141	20 YOS
Police Leadership	58	None
Fire/Rescue Management	40	20 and 24 YOS
Correctional Management	23	20 YOS
Deputy Sheriff Management	20	20 YOS
Medical Doctors	10	None

Additionally, employees on the Minimum Wage/Seasonal Salary Schedule do not receive longevity payments.

Council staff also asked about other jurisdictions with longevity steps for police officers at 16 years or sooner.

Are there any examples of other jurisdictions with a longevity step for police officers at 16 years or sooner? If so, where?

When comparing longevity structures across jurisdictions, it is important to also evaluate how quickly employees move through pay ranges, aggregate base pay levels, and the dollar amount of longevity provided. Among 14 large local police departments in the Washington-Baltimore-Northern Virginia Combined Statistical Area:

- *Eight (8) departments do not have longevity structures in their police officer pay schedules – Alexandria, Anne Arundel County, Arlington County, Baltimore City, Loudoun County, the Maryland State Police, Prince George's County, and Prince William County.*
- *Six (6) departments, including Montgomery County, do contain longevity structures in their police officer pay schedules. Aside from Montgomery County, each longevity structure in these six jurisdictions begins at 16 completed years of service (YOS) or sooner:*
 - *Baltimore County: begins after 10 YOS*

- *District of Columbia: begins after 15 YOS*
- *Fairfax County: begins at 15 YOS*
- *Howard County: begins at 15 YOS*
- *M-NCPPC: begins at 16 YOS*
- *Montgomery County: begins at 20 YOS*

The Council will be asked to make decisions on these pay increases during the discussion of Mr. Howard and Mr. Trombka's packet on Compensation and Benefits for All Agencies.

(5) Lump Sum Payments

- A. **MCGEO** – an employee who is not eligible for a service increment in FY20 would receive a \$1200 lump sum on July 1, 2019. The fiscal impact in FY20 would be \$2,147,307.
- B. **FOP** – an employee who is not eligible for a make-up service increment or the new longevity increment in FY20 would receive a \$1,000 lump sum on July 1, 2019. The fiscal impact in FY20 would be \$484,425.
- C. **IAFF** – no lump sum payments in FY20.

The Council will be asked to make decisions on these pay increases during the discussion of Mr. Howard and Mr. Trombka's packet on Compensation and Benefits for All Agencies.

(6) Tuition Assistance.

- A. **MCGEO** – 50% of all funds appropriated for tuition assistance that is not designated for another bargaining unit must be allocated for employees represented by MCGEO. The Executive's recommended FY20 budget allocated \$250,000 for tuition assistance not designated for a different bargaining unit, down from \$300,000 allocated in FY19. The Agreement would increase an employee's annual cap for tuition assistance from \$2030 to \$2130 for FY20. Although an individual employee may receive more assistance in FY20, the total amount allocated for all MCGEO employees is reduced from \$150,000 to \$125,000 in FY20. In FY19, MCGEO employees have already used \$141,006.
- B. **FOP** - \$135,000 is designated in FY20 for employees represented by the FOP. Although this is the same as FY19, FOP employees used only \$70,379 in FY18 and only \$50,462 so far in FY19.
- C. **IAFF** – the maximum annual tuition assistance for each employee is \$1830. The Agreement does not designate a portion of tuition assistance for IAFF employees. IAFF employees would share 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.

This represents a drop from \$150,000 in FY19. The County paid out \$138,464 to these groups in FY18 and \$125,737 so far in FY19.

Council staff recommendation: approve the tuition assistance as agreed upon. The total costs are less than the FY19 appropriations for tuition assistance.

(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 FY20, but the Executive included funding for the 75/25 cost share for all employees in FY20.

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 FY18 for MCGEO, FOP, and IAFF members, 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 FY20, 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 FY20 budget. This can be accomplished by adding the following language to the operating budget.

This resolution appropriates funds for employee group insurance benefits for the fiscal year that begins on July 1, 2019. This appropriation is subject to the following conditions:

The following cost-sharing provisions must apply to each eligible County employee and each eligible employee of a participating agency whose active employees are

paid through the County's payroll system. These provisions do not apply to any eligible employee of a participating agency that does not use the County's payroll system for active employees. These provisions do not apply to any eligible retired employee.

Group Insurance Premiums

(medical, prescription drug, dental, vision, life insurance, long-term disability insurance)

The County must pay 80% of the cost of the premiums, and each employee must pay 20% of the cost of the premiums, for a Health Maintenance Organization (HMO) medical plan, including any prescription drug plan that is bundled with an HMO medical plan.

The County must pay 75% of the cost of the premiums, and each employee must pay 25% of the cost of the premiums, for each benefit plan listed below:

- *Point-of-Service (POS) medical plan;*
- *Stand-alone prescription drug plan (Standard Option plan);*
- *Dental;*
- *Vision;*
- *Basic Life insurance;*
- *Dependent Life insurance \$2,000/\$1,000/\$100 tier; and*
- *Long-term disability insurance.*

Each employee enrolled in the High Option prescription drug plan must also pay the difference between:

- *the County contribution toward the cost of the premium for the Standard Option prescription drug plan; and*
- *the cost of the premium for the High Option prescription drug plan.*

Optional Life insurance and Optional Dependent life insurance remain at 100% paid by each employee.

Prescription Drug Benefits

Each employee enrolled in a stand-alone prescription drug plan must receive generic prescription drugs, if available. If an employee chooses to receive a brand name drug that has a generic equivalent, the employee must pay the generic drug co-payment plus the difference between the cost of the brand-name drug and the generic drug. This generic drug requirement may be waived only if the employee's doctor certifies in a separate document that it is medically necessary to use a brand-name drug instead of its generic equivalent. The letter of medical necessity must contain details of the medical reason and must be attached to the prescription. If the waiver is approved by the Pharmacy Benefit Manager (PBM), the employee must be charged the brand-name drug co-payment.

The County's stand-alone prescription drug plans must allow each employee to buy up to a 90-day supply of a maintenance medication at any retail pharmacy agreed on by the County and the PBM in addition to using the PBM's mail service pharmacy. An employee must pay a penalty fee if a maintenance prescription is filled at a retail pharmacy other than a pharmacy agreed on by the County and the PBM. This penalty fee is the difference between the mail order cost and the retail prescription cost. This fee is in addition to the corresponding co-payment.

The County's prescription drug plan must limit coverage for each participant to a maximum of 6 doses each month for any drug specifically approved by the Food and Drug Administration for the treatment of erectile dysfunction. Medications currently approved for this purpose include sildenafil (Viagra), vardenafil (Levitra), and tadalafil (Cialis).

These changes to the prescription drug benefit must apply to each participant in the County's prescription drug plan, including each eligible retired employee, survivor, dependent, and employee of a participating agency.

Basic Life Insurance Benefit

For each full or part time employee eligible for life insurance coverage, the County must provide term life insurance coverage equal to the employee's earnings (as defined in the Group Insurance Certificate) rounded up to the nearest thousand dollars. The County will offer each eligible employee the opportunity to buy additional Optional Life Insurance at full cost during Open Enrollment.

For each full or part time employee eligible for life insurance coverage, the County must provide an accidental death and dismemberment (AD&D) benefit. The AD&D benefit includes:

- AD&D insurance of 8 times earnings, up to \$600,000, for a loss of life that is a direct result of an accidental injury sustained in the performance of County employment. A lower amount may be payable for certain dismemberments resulting from accidental bodily injury.*
- AD&D insurance of 4 times earnings, up to \$300,000, for a loss of life that is not a direct result of an accidental injury sustained in the performance of County employment. A lower amount may be payable for certain dismemberments resulting from accidental bodily injury.*

Modifications – Council approval

Any material change in any part of this paragraph or its application to any employee or group of employees, including any premium holiday or other waiver of premiums for County-provided health or life insurance, is subject to Council approval.

Council staff recommendation: approve the same group insurance benefits for FY20 that were approved by the Council for FY19.

(8) **Increases in Special Pay**

- A1. **MC GEO** – increase the stand-by pay for fire marshals to 30% of regular pay on weekdays and 50% of regular pay on weekends and holidays from the greater of 15% or \$4.00/hour. The cost of this increase in FY20 would be \$48,631.
- A2. **MC GEO** – increase in the field training officer pay to \$3.25/hour from \$2.50/hour (30% increase) for bus operators, police telecommunicators, correctional officers, and deputy sheriffs. The cost of this increase in FY20 would be \$14,558.
- B. **FOP** – none.
- C1. **IAFF** – increase in assignment pay from fixed amount to 3.2% of Fire Fighter III, Step H salary. Also increase pay for certain certifications from \$407 to \$500. The cost of this increase in FY20 would be \$61,396.
- C2. **IAFF** – increase the ALS provider differential from fixed amount to 15% of Fire Fighter III, Step H salary. The cost of this increase in FY20 would be \$814,205. This increase cost more in FY20 than the 3.5% service increment for eligible fire fighters.
- C3. **IAFF** – increase the special duty differential to assignment to the Emergency Communications Center from \$5,050 to \$7,075 (40% increase). The cost of this increase would be \$147,130 in FY20 and \$174,424 annually beyond FY20.

The increase in pay for an ALS provider is a significant raise for some employees and would cost \$814,205 in FY20. Here are the current extra pay and the increases in the extra pay for ALS providers in the Agreement for FY20:

	Current \$ Amount	CE Rec. \$ Amount	\$ Increase	% Over Current \$ Amount	Approx. Salary Range	% Salary Increase
< 4 Years (appox. 55 FFs)	\$6,080	\$10,147	\$4,067	66.9%	\$52,000 - \$58,000	7.0% - 7.8%
5-8 Years (appox. 75 FFs)	\$7,391	\$10,147	\$2,756	37.3%	\$58,000 - \$70,000	3.9% - 4.8%
9+ Years (appox. 140 FFs)	\$8,701	\$10,147	\$1,446	16.6%	\$70,000 - \$90,000	1.6% - 2.1%

Council staff also received the following answers to questions about the IAFF special pay provisions.

1. How many members are in the bargaining unit?

<u><i>Bargaining Unit Code</i></u>	<u><i>Assignment Category</i></u>	<u><i>Count</i></u>
<i>IAFF</i>	<i>Full-time Regular</i>	<i>1,196</i>
<i>IAFF</i>	<i>Part-time-Regular</i>	<i>2</i>

As of April 8, 2019

2. How many members are eligible for some type of special duty differentials under 17.1?

The recommended budget assumes that up to 320 members would be eligible for some type of special duty differential under 17.1.

3. What is the actual dollar amount of each proposed new special duty differential and what is the % increase?

For the proposed differential increases to 3.2% of Firefighter III, Step H, this represents a \$77 increase (3.77%) on July 1, and \$128 (6.26%) after the GWA takes effect in November. For the proposed differential increase to 3.2% of Firefighter Captain, Step J, this represents a \$3 increase (0.09%) on July 1, and \$77 (2.49%) after the GWA takes effect in November.

Council staff recommendation: linking special pay to a specific step in the salary range would increase these supplements along with a GWA in future years and would not need to be negotiated each year. The amount of some of these increases is significant and should be considered along with the Council's decision on compensation increases.

(9) Increases in clothing, equipment, and transit subsidy

- A1. **MCGEO** - issue all-weather safety outerwear to transit coordinators and install striping on transit coordinator vehicles. The cost for this increase in FY20 would be \$6,275.
- A2. **MCGEO** – provide cell phones to school health nurses. The cost for this in FY20 would be \$21,039.
- A3. **MCGEO** – provide rugged laptops for transit information techs. OMB did not provide a fiscal impact for this because “DOT determined that this can be accomplished through current equipment provisions in the budget.” Obviously, there is still a cost to assigning these laptops to these employees.
- A4. **MCGEO** – increase the Get-In Program transit subsidy from \$35/month to \$75/month. The cost for this increase would be \$57,660 in FY20.

- B1. **FOP** – increase in shoe allowance for members in the Training Academy. The cost for this increase in FY20 would be \$1,995.
- B2. **FOP** – provide cell phones for master police officers. The cost for this in FY20 would be \$14,750.
- C. **IAFF** – none.

Council staff recommendation: approve these provisions.

10. Pass-through to non-represented employees.

For the first time in recent history, the Executive did not recommend providing the same compensation increases negotiated for MCGEO employees to non-represented employees. MCGEO employees hold positions with grades from 5 to 28. There are approximately 1,375 non-represented employees occupying positions with grades 5 to 28. They are not eligible for representation by a union due to various reasons under the collective bargaining laws. Most of these employees hold administrative and professional positions in departments that are excluded from the labor laws due to confidentiality issues. Section 33-102(4)(G) of the collective bargaining law excludes:

- (G) an employee who works for:
 - (i) the Office of the County Executive;
 - (ii) the Office of the Chief Administrative Officer;
 - (iii) the County Council;
 - (iv) the Office of the County Attorney;
 - (v) the Office of Management and Budget;
 - (vi) the Office of Intergovernmental Relations;
 - (vii) the Office of Human Resources;
 - (viii) the Merit System Protection Board; or
 - (ix) the Ethics Commission;

For FY19, the maximum and minimum in the salary schedule for these non-represented employees is identical for the same grades in the salary schedule for MCGEO employees.²

<u>This packet contains:</u>	<u>Circle #</u>
FOP Memo from County Executive	1
Proposed FOP Resolution	2
FOP Agreement and Side Letters	4
Proposed Police Uniform Salary Schedules	15
Summary of Proposed Labor Agreement	16A
Fiscal Impact statement	17
MCGEO Memo from County Executive	18
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² The MCGEO salary schedule has higher longevity steps.

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OFFICE OF THE COUNTY EXECUTIVE
ROCKVILLE, MARYLAND 20850

Marc Elrich
County Executive

MEMORANDUM

April 1, 2019

TO: Nancy Navarro, President
Montgomery County Council

FROM: Marc Elrich, County Executive 

SUBJECT: Memorandum of Agreement between the County and FOP

I have attached for the Council's review the agreement resulting from the recent collective bargaining negotiations between the Montgomery County Government and the Fraternal Order of Police, Montgomery County Lodge 35, Inc. The agreement reflects the changes that will be made to the existing Collective Bargaining Agreement to be effective July 1, 2019 through June 30, 2020.

I have also attached summaries of the agreed upon items, updated Salary Schedules, 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 FY2020 and have a fiscal impact in FY2020.

Attachments

cc: Karen Plucinski, Acting Director Office of Human Resources
Richard Madaleno, Director, Office of Management and Budget
Marc Hansen, County Attorney, Office of the County Attorney

Resolution No.: _____
Introduced: April 8, 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 April 1, 2019, the County Executive submitted to the Council an agreement between the County government and Fraternal Order of Police for the year July 1, 2019 through June 30, 2020. 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 FY20.
5. The County Council considered the Agreement and made recommendations at a worksession on April 23, 2019.
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.

Action

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

The County Council intends to approve/reject the following provisions for FY2020:

1. 3.5% service increments for all eligible members on their anniversary date.
2. An additional 3.5% service increments payable on the first full pay period following July 1, 2019 for eligible members who were eligible for a service increment in either FY2012 or FY2013 that the Council did not fund.
3. Tuition assistance cap at \$135,000.
4. 3.5% longevity increments for eligible members.
5. An additional 3.5% longevity step for eligible members after 16 years of service.
6. A \$1000 lump sum payment for eligible unit members who are not eligible for the additional service increment described in paragraph 2 or the additional longevity step described in paragraph 5 payable on the first full pay period following July 1, 2019.
7. An increase in the shoe allowance for members assigned to the Training Academy.
8. Cell phones for master police officers.

The County Council intends to reject the following provisions for FY2020:

The Council intends to reject the group insurance provisions in the agreement. The Council intends to approve the group insurance provisions as they were included in the FY2019 operating budget. To the extent that this approval is inconsistent with any provision of the collective bargaining agreement, that provision is rejected.

The Council intends to approve all other provisions of the Agreement subject to Council review.

This is a correct copy of Council action.

Megan Davey Limarzi, Esq., Clerk of the Council

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

Montgomery County, Maryland (herein after *County*) 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 term July 1, 2019 through June 30, 2020. 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>

Article 6

Clothing Allowance

Section C. *Shoe Allowance for Non-Uniformed Employees.* Unit members receiving a clothing allowance shall receive \$95.00 per year for shoes, to be paid as provided in §B of this Article. Bargaining unit members who are assigned physical fitness training duties at the Training Academy shall be eligible for an allowance of \$95.00 on January 1st and July 1st each year of the contract [per year] for the purchase of running shoes. This section shall not apply to members of a recruit class.

Article 15
Hours and Working Conditions

Section K. *Permanent Beat Team Work Hours.*

1. Procedure for Assignment to Permanent Midnight Shift

b. In the event the number of officers volunteering for assignment to the midnight shift is insufficient, involuntary assignments will be made based on inverse seniority beginning with the least senior [non-probationary] PO1 in the district.

f. An officer being initially assigned to a district or transferred into the district from another assignment will not be eligible for a voluntary transfer onto the midnight shift until the next fiscal quarter has passed, except when a vacancy exist, a unit member volunteers for assignment, and there is no waiting list of eligible volunteers. The initial permanent assignment of a PO1 who has successfully completed FTO may be the midnight shift.

Section V. Shift Hour Assignments in the Canine Unit.

1. Procedures for Assignment of Canine Work Hours:

b. Sergeants assigned to the canine unit will bid with other sergeants as a class for initial work days [i.e., Sunday through Wednesday or Wednesday through Saturday]. Selections will be made on the basis of seniority as specified in subparagraph 1.c., below. Assignments will be published (posted) at least three weeks prior to the effective date of the assignments.

4. Coverage Units. [The practice of rotating days off every twelve (12) weeks will continue.] Rotating days off will occur every eight (8) weeks. The workweek will be divided into two (2) coverage units. [At the beginning of the shift bid interval, Coverage Unit 1 will be assigned to work Sunday through Wednesday Weekends off, coverage Unit 2 will be assigned to work Wednesday through Saturday Weekends on.] At the end of each [twelve] eight -week period, the Coverage Units will switch coverage responsibilities while maintaining shift hours. In the event that more than one sergeant and/or more than one master police officer are assigned to the canine unit, a master police officer and/or sergeant will be assigned to each coverage unit.

5. Sergeants. Sergeants will rotate with and be responsible for the supervision of their Coverage Units. When a sergeant's Coverage Unit is working the [Sunday through Wednesday] weekday schedule, that sergeant will work the day shift. When a sergeant's Coverage Unit is working the [Wednesday through Saturday] schedule that includes a weekend, that sergeant will work one of the night shifts. The purpose of this rotation is to ensure that sergeants have the ability to work with, and directly observe all officers under their supervision. Whenever practicable, flexible scheduling shall be allowed for sergeants, subject to the approval of management. Approval shall not be unreasonably withheld or withheld for an arbitrary, capricious or discriminatory reason.

6. Miscellaneous

a. The parties of consecutive days off shall continue.

b. [In accordance with practice, days off shall rotate among employees so as to be equitably distributed.] Weekends off shall rotate between coverage units so as to be equitably distributed. Unless prohibited by a scheduled change-over, weekends off shall include both Saturday and Sunday.

Article 28

Service Increments

Section A. Service Increments.

The FY11, FY12 and FY13 service increments were not funded by the Montgomery County Council. For the term of this agreement the [FY12 and] FY13 service increment shall continue to be deferred.

Section H. Longevity. Effective July 1, 1999, a longevity step will be added to the pay plan at the beginning of year 21 (after 20 years completed service) equal to three and one-half percent increase. Effective July 1, 2019, a longevity step will be added to the pay plan at the beginning of year 17 (after 16 years of completed service) equal to three and one-half percent increase (see Bloch award Longevity Step Eligibility dated April 5, 2017). Each unit member who has completed at least 16 years of service prior to July 1, 2019 shall receive a three and one-half percent increase to their base pay effective the first full pay period on or after July 1, 2019.

Article 30

Uniforms and Equipment

Section O. Cellular Phones. Subject to budget limitations, Sergeants and MPO's will be issued cellular phones for business use. Sergeants and MPO's who are issued cellular phones, shall not be eligible to be reimbursed for the cost of business calls that are made on personally owned cellular phones.

Article 36

Wages

Section A. Wages.

For the term of July 1, 2019 through June 30, 2020, FY2020, there shall be no general wage adjustment (GWA).

Each unit member whose service increment was deferred during FY2012 and/or FY2013, has not yet received it, and who is otherwise eligible, shall receive a salary adjustment of 3.5% effective the first full pay period following July 1, 2019.

Effective the first full pay period after July 1, 2019, any unit member who does not receive a deferred FY2012 and/or FY2013 service increment of 3.5% or the new Step 17 longevity increment in FY2020, shall receive a \$1,000 lump sum payment. 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. Eligible employees who are on unpaid leave and return to work during FY2020 who did not receive a deferred FY2012 and/or FY2013 service increment of 3.5% or the new Step 17 longevity increment shall receive the \$1,000 lump sum by separate payment following their return to active employment with the County. 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. The 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.

Article 47

Duration of Contract

The duration of this agreement shall be one year, become effective July 1, 2019, and terminate on June 30, 2020.


IN WITNESS, WHEREOF, the parties hereto have caused their names to be subscribed hereto by their duly authorized officers and representatives this ____ day of March 2019.


FRATERNAL ORDER OF POLICE,
MONTGOMERY COUNTY LODGE 35

By: 
Torrie Cooke
President



Lee Holland
Chief Negotiator

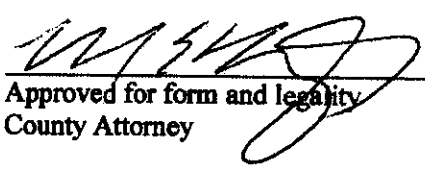
MONTGOMERY COUNTY,
MARYLAND

By: 
Marc Elrich
County Executive


Andrew Kleine
Chief Administrative Officer


J. Thomas Manger
Chief of Police


William F. Scott
Chief Negotiator


Approved for form and legality
County Attorney

Side Letter

The parties agree to create a joint committee to review the parties establishing a Health Care Trust. The parties will study, review and evaluate the establishing a Health Care Trust during the next term bargaining session. The committee shall be composed of 3 members appointed by the bargaining unit and 3 members appointed by the Employer. The committee shall meet on or after March 1, 2019 and cease to meet on October 1, 2019. The information obtained by the Committee shall be made available for use in term bargaining beginning November 2019. The committee shall have no authority to alter a collective bargaining agreement, to engage in collective bargaining, or adjust or resolve matters subject to bargaining.

Fraternal Order of Police, Lodge 35, Inc.

Montgomery County, Maryland

By: Lee Holland
Chief Negotiator

Date

By: William F. Scott
Chief Negotiator

Date

Approved as to form and legality
Office of the County Attorney

Edward Haenftling, Jr.

Date

Side Letter

The parties agree to create a joint committee for the purpose of reviewing alcohol testing pursuant to Appendix A. The committee will consist of an equal number (3) of Union representatives and Employer representatives to review alcohol testing involving FOP 35 bargaining unit members. The committee shall meet on or after March 1, 2019, and shall cease to meet on October 1, 2019, unless the parties agree to extend the time. The committee shall have no authority to alter a collective bargaining agreement, to engage in collective bargaining, or adjust or resolve matters subject to bargaining.

Fraternal Order of Police, Lodge 35, Inc.

Montgomery County, Maryland

By: Lee Holland _____
Chief Negotiator Date

By: William F. Scott _____
Chief Negotiator Date

Approved as to form and legality
Office of the County Attorney

Edward Haenftling, Jr. _____
Date

MEMORADUM OF AGREEMENT

Arbitrators shall be chosen for the panels set forth in Articles 8 and 43 and shall be composed of at least 3 persons per panel. An Arbitrator may serve on both panels at the same time.

An Arbitrator must be a person with experience in the field of labor relations and must not be a person who, because of vocation, employment, or affiliation, can be categorized as a representative of the interests of the employer or any employee organization.

By April 1st of the expiring year of the contract, one or both parties shall provide written notice to the other party that they no longer agree to retain a particular arbitrator. The parties shall have seventy-five (75) days to attempt to fill the vacancy by mutual agreement. If no agreement is reached the parties shall use the following procedure:

- Each party shall submit five (5) names of arbitrators at least seven (7) days prior to meeting.
- The party removing the arbitrator shall have 4 strikes, the other party shall have 5 strikes. The strikes will alternate between the parties.
- The arbitrator remaining shall replace the arbitrator who was removed.

If both parties mutually agree to remove an arbitrator or, if an arbitrator is unable or unwilling to continue to serve on a panel during the term of the agreement, the parties shall have seventy-five (75) days to mutually agree on a new arbitrator. If no agreement is reached the parties shall use the following procedure:

- Each party shall submit five (5) names of arbitrators at least seven (7) days prior to meeting.
- Each party will strike a name until there is one name remaining.
- The initial strike shall alternate between parties. The first initial strike shall be determined by a coin toss.
- The arbitrator remaining shall replace the arbitrator who was removed and shall hear the cases assigned to the removed arbitrator.

The above procedures shall be followed independently for each vacancy unless mutually agreed upon by both parties to alter the process.

Fraternal Order of Police, Lodge 35, Inc.

Montgomery County, Maryland

By: Lee Holland
Chief Negotiator

Date

By: William F. Scott
Chief Negotiator

Date

Approved as to form and legality
Office of the County Attorney

Edward Haenftling, Jr.

Date

Williamson
1-11-19

TA

In Reply - FOP
1/11/2019

Article 15 – Hours and Working Conditions

Section V. Shift Hour Assignments in the Canine Unit.

1. Procedures for Assignment of Canine Work Hours:

- a. For employees below the rank of sergeant assigned to the canine unit, assignments to shift hours will be made every twenty-four weeks. All employees below the rank of sergeant will bid together as one class for shift hours. Selections will be made on the basis of seniority as specified in subparagraph 1.c., below. Assignments will be published (posted) at least three weeks prior to the effective date of the assignments.
- b. Sergeants assigned to the canine unit will bid with other sergeants as a class for initial work days (~~i.e., Sunday through Wednesday or Wednesday through Saturday~~). Selections will be made on the basis of seniority as specified in subparagraph 1.c., below. Assignments will be published (posted) at least three weeks prior to the effective date of the assignments.
- c. For the purposes of bidding for hours (employees below the rank of sergeant) and initial work days (sergeants) in the canine unit, seniority will be determined as follows:
 - 1) Subject to paragraphs 3 and 4 of this subsection, for employees who were assigned to the canine unit on or before the date of this Agreement (April 1, 2009), seniority will be determined pursuant to Article 12 of the Collective Bargaining Agreement.
 - 2) Subject to paragraphs 3 and 4 of this subsection, for employees who transfer to the canine unit after the date of this Agreement (April 1, 2009), seniority will be determined by date of assignment to the canine unit. In the event that two employees have the same date of assignment to the canine unit, priority will be given to the employee with seniority pursuant to Article 12.
 - 3) For employees who return to the canine unit after the date of this Agreement (April 1, 2009), following a voluntary transfer from the canine unit, seniority will be determined by the employee's most recent date of assignment to the canine unit. Transfer from the canine unit due to promotion will be considered voluntary for purposes of this section.
 - 4) For employees who return to the canine unit after the date of this Agreement (April 1, 2009), following any temporary assignment or an involuntary transfer from the canine unit, seniority will be determined pursuant to paragraph (1) of this subsection if the employee's prior assignment to the canine unit began on or before the date of this Agreement. If the employee's prior assignment to the canine unit began after the date of this Agreement, seniority will be determined pursuant to paragraph (2) of this subsection.
- d. For employees below the rank of sergeant, in the event that the number of volunteers for any shift hours is less than the number of positions to be filled during those shift hours, employees who are not assigned to those shift hours will rotate into the vacant position(s) based on inverse seniority. Each rotation will last for two (2) work weeks. Rotations shall be distributed equitably within the canine unit.
- e. Bidding forms will be posted on the Web Board. Hard copies of bidding forms will be available upon request of the employee. At least four (4) weeks prior to the scheduled publishing (posting) of shift hour assignments, the Employer will announce in writing the

schedule of available shifts to each employee below the rank of sergeant permanently assigned to the canine unit and verify receipt of the announcement by each employee. Employees must submit their bidding forms to the Employer's designee no later than two weeks before the scheduled publishing (posting) of shift hour assignments. Each employee will designate his/her top three (3) shift hour preferences in rank order, and the stated preferences will be honored on the basis of seniority as provided in subparagraph 1.c., above. During the bid assignment process, the Employer shall not assign an employee to shift hours s/he has not designated, except for a two week rotation as provided in subparagraph 1.d., above. In the event that Employer reduces the current number of shift hour options (four), the number of preferences the employee will designate will decrease accordingly. Any employee not submitting a bidding form will be assigned any remaining shift hours once all bidding forms have been processed.

2. *Hours Between Shifts.*

- a. Any regular work performed with less than ten (10) hours off is to be compensated at the overtime rate. However, in instances where an employee voluntarily waives the ten-hour period, the employee shall not be compensated at the overtime rate.
- b. Whenever practicable, flexible scheduling shall be allowed in connection with unit retraining, subject to the approval of management. Approval shall not be unreasonably withheld or withheld for an arbitrary, capricious or discriminatory reason.

3. *Vacancies.*

- a. If the Employer fills one (1) or more permanent vacancies that occur in the canine unit in the period between the effective date of shift hour assignments and the next regularly scheduled bidding process for shift hours, the vacancy (vacancies) will be filled by volunteers on the basis of seniority, as determined in accordance with Section V. 1.c. of this article. New assignments will begin the first full pay period occurring two (2) weeks after the completion of the process described in subparagraph 3.b., below.
- b. In filling vacancies, a seniority list, as described in Section V.1.c. of this Article, will be followed from top to bottom. Each bargaining unit member will be offered the resulting vacancy until the seniority list is exhausted. A vacancy sheet will be filled out in its entirety documenting each bargaining unit member's responses. If the seniority list is exhausted and a vacant shift hour assignment is not filled by a volunteer, the vacant shift hour assignment will be filled by use of the procedure described in subparagraph 1.d., above.

4. *Coverage Units.* ~~The practice of rotating days off every twelve (12) weeks will continue. Rotating days off will occur every eight (8) weeks. The workweek will be divided into two (2) coverage units. At the beginning of the shift bid interval, Coverage Unit 1 will be assigned to work Sunday through Wednesday Weekends off, coverage Unit 2 will be assigned to work Wednesday through Saturday Weekends on.~~ At the end of each twelve-eight-week period, the Coverage Units will switch coverage responsibilities while maintaining shift hours. In the event that more than one sergeant and/or more than one master police officer are assigned to the canine unit, a master police officer and/or a sergeant will be assigned to each coverage unit.
5. *Sergeants.* Sergeants will rotate with, and be responsible for the supervision of their Coverage Units. When a sergeant's Coverage Unit is working the ~~Sunday through Wednesday weekday~~ schedule, that sergeant will work the day shift. When a sergeant's Coverage Unit is working the ~~Wednesday through Saturday~~ schedule that includes a weekend, that sergeant will work one of the night shifts. The purpose of this rotation is to ensure that sergeants have the ability to work with, and directly observe all officers under their supervision. Whenever practicable, flexible

scheduling shall be allowed for sergeants, subject to the approval of management. Approval shall not be unreasonably withheld or withheld for an arbitrary, capricious or discriminatory reason.

6. *Miscellaneous.*

- a. The practice of consecutive days off shall continue.
- b. ~~In accordance with practice, days off shall rotate among employees so as to be equitably distributed. Weekends off shall rotate between coverage units so as to be equitably distributed. Unless impossible due to a prohibited by a scheduled change-over, weekends off will shall include both weekend-Saturday and Sunday.~~
- c. Leave denials will be forwarded to the FOP on a monthly basis.
- d. All employees will have equal opportunities to attend canine retraining. This provision does not create or impair the right to any other training opportunities.

**MONTGOMERY COUNTY GOVERNMENT
POLICE BARGAINING UNIT
UNIFORM SALARY SCHEDULE**

FISCAL YEAR 2020

EFFECTIVE JULY 7, 2019

<u>STEP</u>	<u>YEAR</u>	<u>PO I</u>	<u>PO II</u>	<u>PO III</u>	<u>MPO</u>	<u>SGT</u>
0	1	\$52,500	\$55,126	\$57,883	\$60,777	\$66,857
1	2	\$54,339	\$57,057	\$59,910	\$62,905	\$69,196
2	3	\$56,241	\$59,053	\$62,008	\$65,109	\$71,618
3	4	\$58,209	\$61,120	\$64,178	\$67,386	\$74,124
4	5	\$60,247	\$63,260	\$66,424	\$69,747	\$76,721
5	6	\$62,358	\$65,476	\$68,751	\$72,188	\$79,406
6	7	\$64,541	\$67,768	\$71,157	\$74,715	\$82,187
7	8	\$66,800	\$70,139	\$73,647	\$77,331	\$85,063
8	9	\$69,139	\$72,595	\$76,227	\$80,037	\$88,040
9	10	\$71,558	\$75,136	\$78,894	\$82,839	\$91,123
10	11	\$74,063	\$77,767	\$81,657	\$85,740	\$94,312
11	12	\$76,658	\$80,489	\$84,515	\$88,741	\$97,613
12	13	\$79,340	\$83,305	\$87,473	\$91,847	\$101,030
13	14	\$82,118	\$86,224	\$90,536	\$95,063	\$104,566
14	15	\$84,992	\$89,243	\$93,706	\$98,389	\$108,226
L1*	17+	\$87,967	\$92,367	\$96,986	\$101,833	\$112,014
L2**	21+	\$91,046	\$95,599	\$100,380	\$105,397	\$115,934

* 3.5 percent, upon completion of 16 years of service

** 3.5 percent, upon completion of 20 years of service

Starting salary for Police Officer Candidate is \$52,500.

FY20 Notes:

No GWA - FY20 salary schedule equals FY19 for FOP Bargaining Unit members.

Additional longevity step of 3.5% added after completion of 16 years of service.

Existing longevity step after completion of 20 years of service increased by 3.5%.

**MONTGOMERY COUNTY GOVERNMENT
POLICE LEADERSHIP SERVICE
SALARY SCHEDULE**

FISCAL YEAR 2020

EFFECTIVE JULY 7, 2019

<u>PAY BAND</u>	<u>PLS RANK</u>	<u>MINIMUM</u>	<u>MIDPOINT</u>	<u>CONTROL POINT</u>	<u>MAXIMUM</u>
A2	POLICE LIEUTENANT	\$79,002	\$111,700	\$137,858	\$144,397
A3	POLICE CAPTAIN	\$91,959	\$129,448	\$159,439	\$166,936

FY20 Notes:

The FY20 GWA is 2.0% on July 7, 2019, for Police Leadership Service employees.
Formerly the "Police Management Salary Schedule."

Summary of Proposed Labor Agreement with FOP Effective FY 2019 -FY 2020

No.	Article	Subject	Summary of Change	Requires Appropriation of funds	Present or Future Fiscal Impact	Requires Legislative Change	Requires Regulation Change	Notes
1	6	Clothing Allowance	Section C. Shoe Allowance for Non-Uniformed Employees. Bargaining unit members who are assigned physical fitness training duties at the Training Academy shall be eligible for an allowance of \$95.00 on January 1st and July 1st each year of the contract (per year) for the purchase of running shoes. This section shall not apply to members of a recruit class.	yes	yes	no	no	See fiscal impact statement
2	15	Hours and Working Conditions, Section K, 1 (b)	In the event the number of officers volunteering for assignment to the midnight shift is insufficient, involuntary assignments will be made based on inverse seniority beginning with the least senior PO1 in the district.	no	no	no	no	
3	15	Hours and Working Conditions, Section K, 1 (c)	An officer being initially assigned to a district or transferred into the district from another assignment will not be eligible for a voluntary transfer onto the midnight shift until the next fiscal quarter has passed, except when a vacancy exists a union member volunteers for assignment, and there is no waiting list of eligible volunteers. The initial permanent assignment of a PO1 who has successfully completed FTO may be the midnight shift.	no	no	no	no	
4	15	Section V, Shift Hour Assignments in Canine Unit	Sergeants assigned to the canine unit will bid with other sergeants as a class for initial workdays. Selections will be made on the basis of seniority as specified in subparagraph 1.c, below. Assignments will be published (posted) at least three weeks prior to the effective date of the assignments.	no	no	no	no	
5	15	Section V, Shift Hour Assignments in Canine Unit	Coverage Units. Rotating days off will occur every eight (8) weeks. The workweek will be divided into two (2) coverage units. At the end of each eight-week period, the Coverage Units will switch coverage responsibilities while maintaining shift hours.	no	no	no	no	

Summary of Proposed Labor Agreement with FOP Effective FY 2019 -FY 2020

No.	Article	Subject	Summary of Change	Requires Appropriation of funds	Present or Future Fiscal Impact	Requires Legislative Change	Requires Regulation Change	Notes
6	15	Section V, Shift Hour Assignments in Canine Unit	Sergeants. Sergeants will rotate with and be responsible for the supervision of their Coverage Units. When a sergeant's Coverage Unit is working the weekday schedule, that sergeant will work the day shift. When a sergeant's Coverage Unit is working that schedule that includes the weekend, that sergeant will work one of the night shifts.	no	no	no	no	
7	15	Section V, Shift Hour Assignments in Canine Unit	Miscellaneous: b. Weekends off shall rotate between coverage units so as to be equitably distributed. Unless prohibited by a schedule change-over, weekends off shall include both Saturday and Sunday.	no	no	no	no	
8	28	Service Increments	Section A. Service Increments. The FY11, FY12, and FY 13 service increments were not funded by the County Council. For the term of this agreement the FY 13 service increment shall continue to be deferred.	no	no	no	no	
9	28	Service Increments	Section H. Longevity. Effective July 1, 1999, a longevity step will be added to the pay plan at the beginning of year 21 (after 20 years completed service) equal to three and one-half percent increase. Effective July 1, 2019, a longevity step will be added to the pay plan at the beginning of year 17 (after 16 years of completed service) equal to three and one-half percent increase (see Bloch award Longevity Step Eligibility dated April 5, 2017). Each unit member who has completed at least 16 years of service prior to July 1, 2019 shall receive a three and one-half percent increase to their base pay effective the first full pay period on or after July 1, 2019	yes	yes	no	no	See fiscal impact statement
10	30	Uniforms and Equipment	Section O. Cellular Phones. Subject to budget limitations, Sergeants and MPO's who are issued cellular phones, shall not be eligible to be reimbursed for the cost of business calls that are made on personally owned cellular phones.	yes	yes	no	no	See fiscal impact statement
11	36	Wages	For the term of July 1 2019 through June 30, 2020, FY 2020, there shall be no general wage adjustment (GWA).	no	no	no	no	

16B

Summary of Proposed Labor Agreement with FOP Effective FY 2019 -FY 2020

No.	Article	Subject	Summary of Change	Requires Appropriation of funds	Present or Future Fiscal Impact	Requires Legislative Change	Requires Regulation Change	Notes
12	36	Wages	Each unit member whose service increment was deferred during FY 2012 and/or FY2013, has not yet received it, and who is otherwise eligible, shall receive a salary adjustment of 3.5% effective the first full pay period following July 1, 2019.	yes	yes	no	no	See fiscal impact statement
13	36	Wages	Effective the first full pay period after July 1, 2019, any unit member who does not receive a deferred FY2012 and/or FY2013 service increment of 3.5% or the new Step 17 longevity increment in FY2020, shall receive a \$1000 lump sum payment. 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. Eligible employees who are on unpaid leave and return to work during FY2020 who did not receive a deferred FY2012 and/or FY2013 service increment of 3.5% or the new Step 17 longevity increment shall receive the \$1,000 lump sum by separate payment following their return to active employment with the County. 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. The payments are not considered "regular earnings" for retirement/life insurance purposes and employees will not receive any retirement/life insurance benefits based on these. Employees will not be required to contribute toward their retirement for this payment.	yes	yes	no	no	See fiscal impact statement
14	47	Duration of Contract	The duration of this agreement shall be one year, become effective July 1, 2019, and terminate on June 30, 2020.	no	no	no	no	
15	Memorandum of Understanding	Selection of Arbitrators	Arbitrators shall be chosen for the panels set forth in Articles 8 and 43 and shall be composed of at least 3 persons per panel. An Arbitrator may serve on both panels at the same time.	no	no	no	no	
16	Side Letter	Health Care Trust	The parties agree to a joint committee to review the parties establishing a Health Care Trust.	no	no	no	no	
17	Side Letter	Alcohol Testing	The parties agree to create a joint committee for the purpose of reviewing alcohol testing pursuant to Appendix A.	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>FY20</u>	<u>Beyond FY20</u>
6	Clothing Allowance	Increase in Shoe Allowance for Members Assigned to Training Academy	\$1,995	\$1,995
28	Service Increments	Service Increment of 3.5 Percent for Eligible Employees	\$1,221,894	\$2,262,767
28	Longevity	Longevity Step Increase of 3.5 Percent for Eligible Employees	\$42,657	\$78,994
28	Longevity	Additional Longevity Step Increase of 3.5 Percent for Eligible Employees after 16 Years of Service	\$1,672,225	\$1,672,225
30	Uniforms & Equipment	Cell Phones for Master Police Officers	\$14,750	\$13,500
36	Deferred Increment	Deferred Service Increment of 3.5 Percent from FY12 or FY13 for Eligible Employees	\$890,300	\$890,300
36	Wages	\$1,000 lump sum to eligible employees not receiving a deferred service increment or additional longevity step	\$484,425	\$0
Total			\$4,328,246	\$4,919,781

Police Uniformed Management Pass-Through Estimates**

<u>Item</u>	<u>Description</u>	<u>Annual Cost</u>	
		<u>FY20</u>	<u>Beyond FY20</u>
Wages	2 Percent General Wage Adjustment in July 2019	\$168,428	\$168,428
Total		\$168,428	\$168,428

* 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.



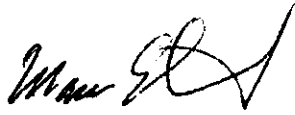
OFFICE OF THE COUNTY EXECUTIVE
ROCKVILLE, MARYLAND 20850

Marc Elrich
County Executive

MEMORANDUM

April 1, 2019

TO: Nancy Navarro, President
Montgomery County Council

FROM: Marc Elrich, County Executive 

SUBJECT: Memorandum of Agreement between the County and MCGEO

I have attached for the Council's review the agreement resulting from the recent collective bargaining negotiations between the Montgomery County Government and the Municipal & County Government Employees Organization/United Food and Commercial Workers Union Local 1994 (MCGEO). The agreement is the product of a settlement reached by the parties during mediation. The agreement reflects the changes that will be made to the existing Collective Bargaining Agreement to be effective July 1, 2019 through June 30, 2020.

I have also attached summaries of the agreed upon items, updated Salary Schedules, 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 FY2020 and have a fiscal impact in FY2020.

Attachments

cc: Karen Plucinski, Acting Director Office of Human Resources
Richard Madaleno, Director, Office of Management and Budget
Marc Hansen, County Attorney, Office of the County Attorney

Resolution No.: _____
Introduced: April 8, 2019
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 April 1, 2019, 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, 2019 through June 30, 2020. 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 FY2020.
5. The County Council considered the Agreements and made recommendations on April 23, 2019.
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 agreements.

Action

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

The County Council intends to approve/reject the following provisions for FY2020:

1. 2.4% general wage adjustment payable on the first pay period after November 24, 2019.
2. 3.5% service increments for all eligible bargaining unit members on their anniversary date.
3. 3.5% 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% for eligible bargaining unit members per the Agreement on the Correctional Officer and Deputy Sheriff Uniform salary schedules effective July 1, 2019.
5. A \$1200 lump sum payment on July 1, 2019 for each member who is not eligible for a service increment in FY20.
6. An increase in stand-by pay for employees who must remain ready during off-duty hours.
7. \$3.25/hour training differential pay for bus operators, police telecommunicators, correctional officers, and deputy sheriffs while training new unit members.
8. An increase to the Get-in Program Transit Subsidy to \$75/month for all unit members.
9. Administration leave for unit members who donate an organ.
10. Tuition Assistance maximum per member increase from \$2030 to \$2130.
11. Cell phones for school health room nurses.
12. Installation of emergency lighting and safety reflector striping on all transit coordinator road vehicles.
13. All weather safety outerwear for transit coordinators.
14. Rugged laptops for transit information techs.
15. Additional \$0.25 per hour for seasonal employees.

The County Council intends to reject the following provisions for FY2020:

The Council intends to reject the group insurance benefits in the agreement. The Council intends to approve the group insurance provisions as they were included in FY2020 operating budget. To the extent that this approval is inconsistent with any provision of the collective bargaining agreement, that provision is disapproved.

The Council intends to approve all other provisions of the Agreement subject to Council review.

This is a correct copy of Council action.

Megan Davey Limarzi, Esq., Clerk of the Council

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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, 2019 through June 30, 2020. As a result of those negotiations, the Employer and the 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:

Underlining	Added to existing agreement.
[Single Boldface Brackets]	Deleted from existing agreement.
* * *	Existing language unchanged by parties

Article 5

WAGES, SALARY, AND EMPLOYEE COMPENSATION

5.1 Fiscal Year Salary Schedules

* * *

Effective July 1, 2019, the salary schedule for bargaining unit members on the Correctional Officers and Deputy Sheriff Uniform Salary Schedules shall contain an additional longevity increment for bargaining unit members who are at the maximum of their pay grade, and have completed 24 years of service (beginning of year 25) equal to a 2.5 percent increase to be paid the first full pay period following their 24-year service anniversary. Correctional Officers and Deputy Sheriffs who are at the maximum of their pay grade and have already completed 24 years of service as of July 1, 2019, shall receive their 24-year longevity increment effective the first full pay period after July 1, 2019.

5.2 Wages

- (a) Effective the first full pay period following [August] November [1] 24, [2017] 2019, each unit member shall receive a [2.0] 2.4 percent general wage adjustment (GWA). [Effective the first full pay period following December 1, 2018, each unit member shall receive a 2.0 percent general wage adjustment (GWA).] Bargaining unit employees shall be paid a base salary pursuant to the uniform pay plan, which appears in Appendix VII of this Agreement. An equivalent increase shall be made to the Deputy Sheriff and Correctional Officer Uniform Salary Schedules, which appear in Appendix I and IV of this Agreement, respectively.
- (b) All previously postponed general wage adjustments will not be paid in FY [2018 or FY 2019] 2020.
- (c) Each unit member who is not eligible to receive a service increment funded in this agreement shall receive a \$1,200 lump sum payment in FY20. 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. 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.

* * *

5.7 Stand By Pay

- (a) If an employee is required to remain ready during off-duty hours to perform unscheduled and unanticipated work, the County must pay stand-by compensation to the employee at the rate of 15 percent of the employee's regular hourly salary or \$4.00 per hour, whichever is greater. For the term of this agreement, FY20, Fire marshals will be compensated at the rate of 30% of the employee's regular hourly salary for stand by pay and the rate of 50% of an employee's regular hourly salary on Saturday through Sunday and holidays.

* * *

5.22 Field Training Pay Differential

Effective the first full pay period following July 1, 2019, Bus Operators, Police Telecommunicators, Correctional Officers, and Deputy Sheriffs assigned to train new unit members shall receive a field training pay differential of [\$2.50] \$3.25 for each hour of training. [Effective the first full pay period following July 1, 2009, this will increase to \$3.00 for each hour of training.]

* * *

5.31 Get-In Program Transit Subsidy

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

* * *

ARTICLE 6
SERVICE INCREMENTS

6.8 Effective July 1, [2017, and July 1, 2018] 2019, eligible bargaining unit employees shall receive an annual service increment of 3.5 percent as described in this Article.

6.9 [All previously postponed service increments will not be paid in FY 2018 or FY 2019.] Service increments that eligible bargaining unit employees were scheduled to receive in FY 2011, but which the County Council elected not to fund for FY 2011, shall be granted during the first full pay period following January 1, 2020. The FY 2012 and FY 2013 increment that eligible bargaining unit members would have received in FY 2012 and FY 2013 will not be paid in FY 2020.

* * *

ARTICLE 13- WORK SCHEDULES; ATTENDANCE; HOURS OF WORK

Art. 13.1 – Work Schedules

The County has the management right to determine the hours when a facility, building, or service shall be in operation or available to County residents, and to determine its staffing needs during those hours of operation. Should the County change the work schedules of bargaining unit members, the County shall provide [reasonable] three weeks advanced notice, unless there is a demonstrated operational need of the scheduling changes to the Union and upon request, bargain with the Union regarding any bargainable aspects of the implementation of the proposed change. At the time that the County informs the employee of a County initiated change to an employee's schedule, the County will provide the employee and the Union written notice of the reason(s) for the scheduled change

13.2 Work Day and Work Week

* * *

(c) The County recognizes that periodic rest periods are necessary to maintain productivity of employees. [Where it is not currently practiced][s] Subject to operational and work load needs, employees are entitled to take two 15-minute rest breaks during the work day, in addition to the half-hour meal period. Employees working eight and one-half (8.5) hour shifts who are required to work through their meal period will have the half-hour meal period counted as hours worked for overtime purposes.

* * *

ARTICE 14-ANNUAL LEAVE

* * *

14.14 Annual Leave Transfers

[For the term of this Agreement, unit members who are married to another County employee] Bargaining unit members will be allowed to transfer annual leave to [their spouse, with the permission of their spouse] another County employee, (for care of dependent children under the age of 13 or older dependent children with medically certified disabilities). Annual leave transfers are permitted in increments of not less than 40 hours (part of a full hour of leave cannot be transferred). Requests to transfer leave must be made on a form mutually agreed upon by the Employer and the Union. Employees receiving annual leave transfers may receive up to 120 hours of transferred leave annually, and annual leave transferred to employees will not be subject to leave payout provisions.

* * *

ARTICLE 19 – ADMINISTRATIVE LEAVE

19.1 Approval Authority

* * *

(f) A full-time or part-time employee may be granted paid leave for a maximum of 3 work days in the event of a death in the immediate family which includes the employee's parent, stepparent, spouse, brother or sister, child or stepchild, spouses' parent, grandparent, grandchild, spouses' grandparent, legal guardian, or any other relative living with the employee at the time of death. The three (3) work days granted under this section must be used within fifteen (15) days of the death or funeral. The Chief Administrative Officer may approve administrative leave for the

death of other individuals related by blood or affinity whose close association with the employee is the equivalent of a family relationship. Bargaining unit members who require additional time off beyond those three (3) days may request additional reasonable time off charged to annual, compensatory, or personal leave; such leave shall not be unreasonable denied. Any leave used under this section shall not be considered in any sick leave restriction action or calculation in an attendance policy.

* * *

(n) An employee who is an organ donor shall be provided administrative leave for:

- (1) Seven (7) days in any twelve (12) month period to serve as a bone marrow donor, and
- (2) Up to thirty (30) days in any (12) twelve-month period to serve as an organ donor.

Organ donor leave is in addition to any annual leave, sick leave, personal days or paid time off that the employee is otherwise entitled to. The employee must provide medical documentation of the bone marrow or organ donation before leave is approved.

* * *

ARTICLE 20- HOLIDAY LEAVE

* * *

20.7 Premium Pay for Holiday Work

* * *

(c) In order to receive premium pay for work on a holiday, an employee must have worked his/her last scheduled workday before and after the holiday or have been on a scheduled absence, as defined in 5.9(j).

* * *

ARTICLE 21 – BENEFITS

* * *

21.10 Tuition Assistance

The maximum annual allowance payable under the Employee Tuition Assistance program shall be [\$1930 for FY18 and \$2030 for FY 19] \$2,130 for FY20.

* * *

ARTICLE 28- DISCIPLINARY ACTIONS

* * *

28.8 [Official Vehicle Operators] Complaints Against Bargaining Unit Members (or Complaints from the Public)

Complaints against unit members (excluding unit members in the Department of Police, Sheriff's Department, and the Department of Correction and Rehabilitation) [driving County vehicles] while in performance of their official duties or driving official vehicles at any time shall only be placed in the official personnel files and subject to discipline by management only after receipt of: a written complaint, signed by the person making the complaint; or a complaint transmitted by e-mail that identifies the complainant by name and the complainant's contact information; a complaint received by phone or e-mail submitted via the County's 3-1-1 call center; or received by phone or e-mail submitted to any county official that identifies the complainant by name and includes contact information.

* * *

ARTICLE 29 – LABOR MANAGEMENT RELATIONS COMMITTEE (LMRC)

* * *

29.4 Countywide 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 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 as the Union representative. The committee shall meet [at least quarterly (additional meetings may be scheduled by mutual agreement of the Steering Committee)], as often as necessary, but not less than bi-monthly, to [discuss working condition issues that have not resolved during contract negotiations and/or at department LMRC level,] discuss issues where no departmental LMRC exists or issues that have Countywide 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.

* * *

* * *

ARTICLE 36 – UNION ACTIVITIES

* * *

- 36.3 The Union shall provide the Employer with a current list of union officers and representatives. County employees designated shop stewards shall be limited to [60] 80 OPT and [40] 60 SLT employees on the effective date of this agreement.

* * *

36.5 Administrative Leave for Secretary/Treasurer or Recorder

The Secretary / Treasurer or Recorder, at the discretion of the President of the UFCW Local 1994, MCGEO [effective December 31, 2010,] shall be released from work 80 hours per pay period to engage in representational activities of the Union. Each member of the bargaining unit will be assessed ½ hour for each year of this Agreement of annual or compensatory leave, which shall be contributed to an administrative leave bank for the purpose of providing administrative leave to the Secretary/Treasurer or Recorder. The County will notify the Union of the balance over 2,080 hours annually by September 1, which may be used for representational activities for additional elected officials of the Union with notice to the County. Hours used for this purpose must be coded as "admin leave – union official" time in MCTime.

* * *

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, [2017] 2019, and terminate June 30, [2019] 2020. Renegotiation of this Agreement shall begin no later than November 1, [2018] 2019, and shall proceed pursuant to the County Collective Bargaining Law.

* * *

ARTICLE 48 – ERGONOMICS

[The County and the Union agree to conduct a study of computer workstations and to recommend specific measures, which may include employee training, designed to remediate the potential for repetitive motion injuries. If the parties find it to be beneficial an outside consultant may be utilized to assist in the study. The County may implement recommendations for workstation redesign and employee training. In the event either party fails to fully implement the recommendations of the study the Agreement shall be reopened on negotiable matters, and the impasse procedures contained in the County Collective Bargaining Law shall apply.]

[In the interim, the] [t] The County agrees to implement ergonomic standards as prescribed by the State of Maryland.

* * *

ARTICLE 49 – RE-OPENER

* * *

[49.2 Reopener for Third Year

For the third year of the contract in November 1, 2014, the contract will reopen for negotiations on the following topics:

- (a) Wages
- (b) Service increments
- (c) Longevity
- (d) Workers' Compensation and disability leave; in the event the subject matter cannot be resolved by the Labor Management Wellness Committee incorporated in Appendix XXII of this agreement
- (e) Public Safety Retirement Plan to include DROP Program (The parties may, by agreement, engage in information requests and exchanges on an informal basis beginning on or before September 1, 2014.)

In the event the parties are unable to reach agreement, the parties shall submit final offers to impasse arbitration per the County Collective Bargaining law no later than February 1, 2015.]

* * *

ARTICLE 53 – SUBSTITUTE, SEASONAL, AND TEMPORARY EMPLOYEES

53.1 Wages

- (a) Substitute and temporary unit members who encumber OPT and SLT bargaining unit positions shall be eligible for service increments, consistent with the provisions of Article 6 of this Agreement, after working a total of 1040 hours. In addition, these employees shall receive the general wage adjustment for each year of the Agreement provided in Article 5, Section 5.2 of this Agreement.
- (b) Seasonal employees on the Seasonal Salary Schedule who do not encumber OPT/SLT unit positions shall receive either a \$.25 an hour adjustment effective the first full pay period after July 1, [2017] 2019, or the Montgomery County minimum wage, whichever is greater. [The parties shall meet to determine the hourly adjustment to the seasonal salary schedule for FY 2019 no later than November 20, 2017.]

* * *

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; the Director of OHR and two (2) other employer representatives and the purpose of the group shall include, but not be limited to any of the following:

- (1) Evaluate the service delivery model for each agency/program/department which employ bargaining unit members;
- (2) Evaluate the supervisory/management structure in each agency/program/department which employ bargaining unit member, to include the supervisor to employee ratio;
- (3) Evaluate the technology, equipment, and tools supplied to bargaining unit members to perform their duties and responsibilities;
- (4) Evaluate the County Executive branch's operating budget to identify potential cost reductions that will not adversely impact same services;
- (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;

The study group's charge shall be to identify potential cost savings and/or productivity/efficiency enhancement/improvements. Any cost savings shall be dedicated to maintaining services. [The study group shall have its first meeting no later than July 30, 2009.]

* * *

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

* * *

General Issues

* * *

(f) Crisis center compensation will be discussed in a subgroup of the Department LMRC

* * *

School Health Services

(g) [School based merit health room nurses are urged to use their issued pager and landline to conduct County business. In emergency situations where a landline is unavailable, they will be reimbursed for calls made from their personal cell phones.] The County agrees to provide cell phones to School Health Room Nurses to conduct County business.

* * *

(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

* * *

Crossings Guards

* * *

(b)

10. Issues related to school-based staff will be discussed at the Department LMRC

(c) Forensics

* * *

(6) 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.

APPENDIX VI- OPT/SLT - DEPARTMENT OF TRANSPORTATION

* * *

(a) Transit Services – Ride On

* * *

9. The County shall install emergency lighting [bars] and safety reflector striping on all Transit Coordinator road vehicles. Emergency lighting will be operationally comparable to that of a first responder.

* * *

25. Operators who were formerly substitute operators currently in full time merit operator positions will be granted schedule pick seniority retroactive to July 1st, 2010. Pick seniority will be calculated on a prorated basis ½ year for every 1040 hours worked since July 1st, 2010. Going forward the same rule will apply to current or future substitute bus operators who transition into full time merit bus operator positions. Calculations we will be based on the total hours worked since July 1st, 2010.

26. Transit Information Techs shall be provided with a rugged laptop. In the event Gaithersburg depot is unable provide secured storage for Transit Info Systems tools, the Department will purchase a storage shed. The shed will be housed at Gaithersburg Ride-on.

(a) Transit Information Technicians will be included in Article 32.5" Uniforms for Employees" and will be included in every section of the article that mentions Ride-On bus operators and transit coordinators. The Department will continue to provide long sleeve polos, short sleeve polos and sweatshirts.

27. Transit coordinators will be issued all weather outerwear. The parties will jointly select these items.

Move sections (b), (c), and (f) to the appropriate appendices.

* * *

APPENDIX X – DEPARTMENT OF PERMITTING SERVICES

(b)

* * *

- Uniforms – Each fiscal year the department shall provide the following
 - 3 long sleeve shirts
 - 3 short sleeve shirts

* * *

- (d) The Department shall provide hazardous locations training for code enforcement inspectors.

The Department shall provide PPE face shields as requested in writing by individual code enforcement inspectors.

* * *

APPENDIX XIII – DEPARTMENT OF PUBLIC LIBRARIES

* * *

- (f) Department of Public Libraries will refer branch security issues to LMRC. The library LMRC will review safety and security protocols to include police presence, panic buttons, security cameras, old HVAC's, ergonomics' and resolve security issues as they arise.
- (g) The library shall expand the implementation of wearable communication devices to additional branches as agreed upon by the department LMRC.

* * *

APPENDIX XIV- DEPARTMENT OF FIRE AND RESCUE

* * *

The Department will provide safety harnesses.

Discussion of lighting in the repair shop will be referred to the Department's LMRC.

* * *

APPENDIX XX- DEPARTMENT OF GENERAL SERVICES

* * *

(e) Employees of the Department of General Services may utilize the funds allocated under Article 32.5 (d) (Safety Apparel/Equipment) to purchase shoe accessories in conjunction with the purchase of safety shoes.

* * *

APPENDIX XXIII – DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS

1. The DHCA LMRC will discuss and develop policy regarding the following issues related to field staff:

- (a) A uniform dress policy (including, but not limited to boots); and
- (b) An equipment assignment and replacement policy.

2. The LMRC will discuss and develop policy regarding the area assignment procedure for field inspectors by June 30, 2020.

* * *

* * * * *

In Witness Whereof, the parties hereto have caused their names to be subscribed by their duly authorized officers and representatives this ____ day of March 2019.

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

By: Gino Renne
Gino Renne
President

Montgomery County Government
Montgomery County, Maryland

By: Marc Elrich
Marc Elrich
County Executive

Andrew Kleine
Andrew Kleine
Chief Administrative Officer

William F. Scott
William F. Scott
Chief Negotiator

[Signature]
Approved for form and legality
County Attorney

MEMORANDUM OF UNDERSTANDING

between

UFCW Local 1994 MCGEO

and

The Montgomery County Government

Montgomery County, Maryland

For July 1, 2019 to June 30, 2020

This Memorandum of Understanding between the Montgomery County Government (hereinafter, the "County") and the UFCW Local 1994 MCGEO (hereinafter the "Union" or "MCGEO") hereby memorializes certain agreements between the parties arising out of collective bargaining negotiations that occurred during November 2018 through February 2019 over a successor collective bargaining agreement effective July 1, 2019. During negotiations, the Union raised various issues that the parties agree require further discussion that cannot be completed within the statutory bargaining timeframes contained in the Montgomery County Code. As a result of those negotiations, the parties mutually agree to the following:

In order to develop facts and information to aid in the establishment of policies pertaining to issues that arose during bargaining, the parties agree to form Study Groups to review each of the following subjects:

1. Substitute, Seasonal and Temporary Bargaining Unit Members – including definition and merit status, compensation, leave accrual, benefits, priority consideration for merit positions, grievance and arbitration; and
2. DOCR Pension Issues

These Study Groups shall be established and meet at reasonable times during the term of the 2019-2020 collective bargaining agreement. The Study Groups shall consist of no more than six (6) members from the Union and six (6) members from the Employer. Additional individuals may be invited to meetings from time to time to assist in the studies. Each Study Group shall complete their work prior to September 1. Recommendations shall be made prior to the September 10, date.

Should the Study Group issues not be resolved to the satisfaction of the parties as of September 28, then the Agreement shall be reopened during term bargaining and be subject to the impasse resolution procedures contained in the County Collective Bargaining Law. The

negotiation/mediation/arbitration of the Study Group issues shall occur simultaneously with but on a separate track with term bargaining.

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 2019.

FOR THE UNION:

FOR THE COUNTY

Gino Renne, President

William Scott, Chief Negotiator

UFCW Local 1994, MCGEO, President

Montgomery County Chief Negotiator

Date _____

Date _____

Approved as to form and legality
Office of the County Attorney

By: _____
Edward E. Haenfling, Jr.

Date _____

* * *

Memorandum of Understanding
Between MCGEO and the Department of Police
February __, 2019

The Parties agree to form a special committee to study the issues of concern raised by the Union and make recommendations regarding discipline procedures of MCGEO members within the Department of Police.

1. The Committee shall meet to discuss issues of concern regarding discipline of MCGEO members in the Department of Police to the Union and Employer. The committee shall study, review, evaluate, and discuss issues of concerns of both parties and propose solutions. The committee shall make written recommendations to both Parties for consideration and possible implementation. Any unresolved issues reviewed by the committee [may be referred by the Union or Employer to the next term bargaining session.] may be addressed by either party during upcoming term negotiations.
2. The Committee shall consist of three representatives appointed by the Union and three representatives appointed by the Employer. The Parties may utilize one additional person to provide administrative/support tasks. Upon mutual agreement, the Parties may bring additional representatives who may serve only as subject matter experts.
3. The committee shall meet beginning in March 2019 and prepare recommendations concerning the issues of concern by the Union regarding discipline procedures of MCGEO members within the Department of Police no later than May 31st, 2019, and then may also meet at least monthly until September 30, 2019 by mutual agreement.

Employees attending the committee meetings while off-duty will receive hour for hour compensatory leave during the administrative pay period in which the meeting occurs, for time spent at the meeting.

4. Employees attending while on duty will be released from other duties in order that they may attend.

FOR THE DEPARTMENT:

FOR THE UNION:

J. Thomas Manger

Gino Renne

Chief, Department of Police

President, UFCW Local 1994

Inclement Weather Event/Safety Shoe Allowance – Side Letter

July 1, [2017] 2019 – June 30, [2019] 2020

The Montgomery County Government (Employer) and the Municipal & County Government Employees Organization, UFCW Local 1994, AFL-CIO (Union) hereby agree to the following procedures for Inclement Weather Events and Safety shoe Allowance, by bargaining unit members in the Department of General Services (DGS), Division of Fleet Management Services (DFMS) facilities (specifically EMOC, BMF, Nicholson, and Depot Mechanics) for the period beginning July 1, [2017] 2019 and ending June 30, [2019] 2020.

Inclement Weather Event

All designated emergency essential Department of General Services (DGS), Division of Fleet Management Services (DFMS) bargaining unit employees who are assigned to work during periods of County initiated inclement weather and other emergency event:

- Work assigned shifts due to operational needs of up to twelve (12) hours and not to exceed Fourteen (14) hours;
- Provide designed rest periods not less than ten (10) hours. The designated rest periods include time reserved for matters related to personal hygiene (shower, clean up, etc.);
- Provide clean and safe sleeping quarters and sleeping supplies;
- Employees are responsible for keeping issued sleep kits in good condition and returning all contents at the end of the event.
- Meals will be provided for each shift three (3) times a day at a designated Department of Transportation (DOT) facilities throughout 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.
- 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.
- Employees can accrue no more than 40 hours of compensatory leave during a County designated inclement weather or other emergency event during a calendar year.

Safety Shoe Allowance

The Department of General Services (DGS) Division of Fleet Management Services (DFMS) shall contribute up to \$200.00 during FY20 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 to the bargaining unit employee as determined by Risk Management, and the shoes must comply with American National Standard Institute (ANSI) safety standard ANSI:Z41.1-1999, or subsequently adopted appropriate ANSI or ASTM standard.

IN WITNESS WHEREOF, the parties hereto have caused their names to be subscribed hereto by their duly authorized officer and representatives, this 12 day of February 2019.

UFCW Local 1994, MCGEO:

Montgomery County, Maryland:

By: _____

Gino Renne
President

William F. Scott,
Chief Negotiator

Side Letter

Accident Review Policy

MCDOT proposes to extend the Accident Review Policy Pilot up to June 30, 2020, the parties agree to continue discussions to achieve a permanent policy acceptable to the Union and Management.

Management proposes that the proposed Accident Review Policy for MCDOT, Division of Highway Services be discussed in the LMRC for presentation in bargaining in late 2019

Side Letter

The parties tentatively agree to the following items to be referred to the County-wide LMRC during the term of this Agreement, July 1, 2019 – June 30, 2020.

- 34.26 Security Officers
- 34.27 Emergency Overnight Work
- 34.28 Worksite Emergencies

- Article 60 Nurse Training Program
 - Appendix II Health and Human Services
 - The impact of school closures and schedule changes on school-based staff
 - (f) Retention Incentive Payment
- School Health Services: administrative leave between Labor Day and June 15 and (b) admin leave or alternate assignment

Appendix III -Department of Police

10. Crossing Guards admin Leave

11. Crossing Guards premium pay

Appendix VIII – 4.4. Reasonable Accommodation

Summary of Proposed Labor Agreement with MCGEO Effective FY 2018 -FY 2019

No.	Article	Subject	Summary of Change	Requires Appropriation of funds	Present or Future Fiscal Impact	Requires Legislative Change	Requires Regulation Change	Notes
1	5.1	Fiscal Year Salary Schedules	Effective July 1, 2019, the salary schedule for bargaining unit members on the Correctional Officers and Deputy Sheriff Uniform Salary Schedules shall contain an additional longevity increment for bargaining unit members who are at the maximum of their pay grade, and have completed 24 years of service (beginning of year 25) equal to a 2.5 percent increase to be paid the full first full pay period following their 24-year service anniversary. Correctional Officers and Deputy Sheriffs who are at the maximum of their pay grade and have already completed 24 years of service as of July 1, 2019, shall receive their 24-year longevity increment effective the first full pay period after July 1, 2019.	yes	yes	no	no	See fiscal impact statement
2	5.2(a)	Wages	Effective the first full pay period following November 24, 2019, each unit member shall receive a 2.4 percent general wage adjustment (GWA). Bargaining unit employees shall be paid a base salary pursuant to the uniform pay plan, which appears in Appendix VII of this Agreement. An equivalent increase shall be made to the Deputy Sheriff and Correctional Officer Uniform Salary Schedules, which appear in Appendix I and IV of this Agreement, respectively.	yes	yes	no	no	See fiscal impact statement
3	5.2(b)	Wages	All previously postponed GWA's will not be paid in FY2020.	no	no	no	no	

Summary of Proposed Labor Agreement with MCGEO Effective FY 2018 -FY 2019

No.	Article	Subject	Summary of Change	Requires Appropriation of funds	Present or Future Fiscal Impact	Requires Legislative Change	Requires Regulation Change	Notes
4	5.4 (c)	Wages	Each unit member who is not eligible to receive a service increment funded in this agreement shall receive a \$1,200 lump sum payment in FY20. 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. The payment will be prorated for part time employees. These payments are not considered "regular earnings" for retirement/life insurance purpose 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.	yes	yes	no	no	See fiscal impact statement
5	5.7 (a)	Stand By Pay	If an employee is required to remain ready during off-duty hours to perform unscheduled and unanticipated work, the County must pay stand-by compensation to the employee at the rate of 15 percent of the employee's regular hourly salary or \$4.00 per hour, whichever is greater. For the term of this agreement, FY20, Fire marshals will be compensated at the rate of 30% of the employee's regular hourly salary for stand by pay and the rate of 50% of an employee's regular hourly salary on Saturday through Sunday and holidays.	yes	yes	no	no	See fiscal impact statement
6	5.22	Field Training Pay Differential	Effective the first full pay period following July 1, 2019, Bus Operators, Police Telecommunicators, Correctional Officers, and Deputy Sheriffs assigned to training 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
7	5.31	Get-In Program Transit Subsidy	Employees shall be eligible to receive a monthly discount/rebate of \$75 for public transportation, commuter rail or van pools through the County Get-In Program.	yes	yes	no	no	See fiscal impact statement

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Summary of Proposed Labor Agreement with MCGEO Effective FY 2018 -FY 2019

No.	Article	Subject	Summary of Change	Requires Appropriation of funds	Present or Future Fiscal Impact	Requires Legislative Change	Requires Regulation Change	Notes
8	6.8	Service Increments	Effective July 1, 2019, eligible bargaining unit employees shall receive an annual service increment of 3.5 percent as described in this Article.	yes	yes	no	no	See fiscal impact statement
9	6.9	Service Increments	Service increments that eligible bargaining unit employees were scheduled to receive in FY 2011, but which the County Council elected not to fund for FY 2011, shall be granted during the first full pay period following January 1, 2020. The FY 2012 and FY 2013 increments that eligible bargaining unit members would have received in FY 2012 and FY 2013 will not be paid in FY 2020.	no	no	no	no	
10	13.1	Work Schedules	Should the County change the work schedules of bargaining unit members, the County shall provide three (3) weeks advanced notice, unless there is a demonstrated operational need, of the scheduling changes to the Union and upon request, bargain with the Union regarding any bargain able aspects of the implementation of the proposed change.	no	no	no	no	
11	13.2(c)	Work Day and Work Week	The County recognizes that periodic rest periods are necessary to maintain productivity of employees. Subject to operational and work load needs, employees are entitled to take two 15-minute rest breaks during the work day, in addition to the half-hour meal period. Employees working eight and one-half (8.5) hour shifts who are required to work through their meal period will have the half-hour meal period counted as hours worked for overtime purposes.	no	no	no	no	



Summary of Proposed Labor Agreement with MCGEO Effective FY 2018 -FY 2019

No.	Article	Subject	Summary of Change	Requires Appropriation of funds	Present or Future Fiscal Impact	Requires Legislative Change	Requires Regulation Change	Notes
12	14.14	Annual Leave Transfers	Bargaining unit members will be allowed to transfer annual leave to another county employee, (for care of dependent children under the age of 13 or older dependent children with medically certified disabilities). Annual leave transfers are permitted in increments of not less than 40 hours (part of a full hour of leave cannot be transferred). Requests to transfer leave must be made on a form mutually agreed upon by the Employer and the Union. Employees receiving annual leave transfers may receive up to 120 hours of transferred leave annually, and annual leave transferred to employees will not be subject to leave payout provisions.	no	no	no	no	
13	19.1(f)	Approval Authority	A full-time or part-time employee may be granted paid leave for a maximum of 3 work days in the event of a death in the immediate family which includes the employee's parent, stepparent, spouse, brother or sister, child or stepchild, spouses' parent, grandparent, grandchild, spouses' grandparent, legal guardian, or any other relative living with the employee at the time of death. The three (3) work days granted under this section must be used within fifteen (15) days of the death or funeral.	no	no	no	no	
14	19.1 (n)	Approval Authority	An employee who is an organ donor shall be provided administrative leave for: (1) Seven (7) days in any twelve (12) month period to serve as a bone marrow donor, and (2) up to thirty (30) days in any (12) twelve month period to serve as an organ donor. Organ donor leave is in addition to any annual leave, sick leave, personal days or paid time off that the employee is otherwise entitled to. The employee must provide medical documentation of the bone marrow or organ donation before leave is approved.	no	no	no	no	Indeterminate impact - not anticipated to be utilized with any regularity for budgeting purposes
15	20.7 (c)	Premium Pay for Holiday Work	In order to receive premium pay for work on a holiday, an employee must have worked his/her last scheduled workday before and after the holiday or have been on a scheduled absence, as defined in 5.9 (j)	no	no	no	no	

Summary of Proposed Labor Agreement with MCGEO Effective FY 2018 -FY 2019

No.	Article	Subject	Summary of Change	Requires Appropriation of funds	Present or Future Fiscal Impact	Requires Legislative Change	Requires Regulation Change	Notes
16	21.10	Tuition Assistance	The maximum annual allowance payable under the Employee Tuition Assistance program shall be \$2,130 for FY20.	no	no	no	no	
17	28.8	Complaints Against Bargaining Unit Members (or Complaints from the Public)	Complaints against unit members (excluding unit members in the Department of Police, Sheriff's Department, and the Department of Correction and Rehabilitation) while in performance of their official duties or driving official vehicles at any time shall be placed in the official personnel files and subject to discipline by management only after receipt of: a written complaint, signed by the person making the complaint; or a complaint transmitted by 3-mail that identifies the complainant by name and the complainant's contact information; a complaint received by phone or e-mail submitted via the County's 3-1-1 center; or received by phone or e-mail submitted to any county official that identifies the complainant by name and includes contact information.	no	no	no	no	
18	29.4 (a)	Countywide LMRC	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 Countywide implications.	no	no	no	no	
19	29.4 (c)	Countywide LMRC	The Countywide LMRC shall not negotiate with regards to matters affecting working conditions or discuss grievances.	no	no	no	no	
20	36.3	Union Activities	The Union shall provide the Employer with a current list of union officers and representatives. County employees designated as shop stewards shall be limited to 80 OPT and 60 SLT employees on the effective date of this agreement.	no	no	no	no	

Summary of Proposed Labor Agreement with MCGEO Effective FY 2018 -FY 2019

No.	Article	Subject	Summary of Change	Requires Appropriation of funds	Present or Future Fiscal Impact	Requires Legislative Change	Requires Regulation Change	Notes
21	36.5	Administrative Leave for Secretary /Treasurer or Recorder	The Secretary/Treasurer or Recorder, at the discretion of the President of the UFCW Local 1994, MCGEO shall be released from work 80 hours per pay period to engage in representational activities of the Union. Each member of the bargaining unit will be assessed 1/2 hour for each year of this Agreement of annual or compensatory leave, which shall be contributed to an administrative leave bank for the purpose of providing administrative leave to the Secretary/Treasurer or Recorder. The County will notify the Union of the balance over 2,080 hours annually by September 1, which may be used for representational activities for additional elected officials of the Union with notice to the County. Hours used for this purpose must be coded as "admin leave - union official" time in MCTime.	no	no	no	no	
22	42	Duration	This Agreement shall become effective July 1, 2019, and terminate on June 30, 2020. Renegotiation of this Agreement shall begin no later than November 1, 2019 and shall proceed pursuant to the County Collective Bargaining Law.	no	no	no	no	
23	48	Ergonomics	The County agrees to implement ergonomic standards as prescribed by the State of Maryland.	no	no	no	no	
24	49.2	Re-Opener	(Remove: Reopener for Third Year)	no	no	no	no	
25	53.1 (a)	Wages	Substitute and temporary unit members who encumber OPT and SLT bargaining unit positions shall be eligible for service increments, consistent with the provisions of Article 6 of this Agreement, after working a total of 1040 hours. In addition, these employees shall receive the general wage adjustment for each year of the Agreement provided in Article 5, Section 5.2 of this Agreement.	yes	yes	no	no	See fiscal impact statement
26	53.1 (b)	Wages	Seasonal employees on the Seasonal Salary schedule who do not encumber OPT/SLT positions shall receive either a \$.25 an hour adjustment effective the first full pay period after July 1, 2019 or the Montgomery County minimum wage, whichever is greater.	yes	yes	no	no	See fiscal impact statement

Summary of Proposed Labor Agreement with MCGEO Effective FY 2018 -FY 2019

No.	Article	Subject	Summary of Change	Requires Appropriation of funds	Present or Future Fiscal Impact	Requires Legislative Change	Requires Regulation Change	Notes
27	55w	Cost Efficiency Study Group	The study group's charge shall be to identify potential cost savings and/or productivity/efficiency enhancement/improvements. Any cost savings shall be dedicated to maintaining services.	no	no	no	no	
28	Appendix II	Health and Human Services	The County agrees to provide cell phones to School Health Room Nurses to conduct County business.	yes	yes	no	no	See fiscal impact statement
29	Appendix II	Health and Human Services	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	no	no	no	no	
30	Appendix II	Health and Human Services	The Countywide LMRC will discuss the impact of school closures and schedule changes on school-based staff.	no	no	no	no	
31	Appendix II	Health and Human Services	Crisis center compensation will be discussed in a subgroup of the Department LMRC.	no	no	no	no	
32	Appendix III	Department of Police	Crossing Guards (c) Issues related to school-based staff will be discussed in the Department LMRC.	no	no	no	no	
33	Appendix III	Department of Police	Forensics (d) 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.	no	no	no	no	
34	Appendix VI	Department of Transportation	MCDOT proposes to extend the Accident Review Policy Pilot up to June 30, 2020, the parties agree to continue discussions to achieve a permanent policy acceptable to the Union and Management.	no	no	no	no	
35	Appendix VI	Department of Transportation	The accident review Policy for MCDOT, Division of Highway Services be discussed in the LMRC for presentation in bargaining in late 2019.	no	no	no	no	
36	Appendix VI	Department of Transportation	The County shall install emergency lighting and safety reflector striping on all transit coordinator road vehicles. Emergency lighting will be operationally comparable to that of a first responder.	yes	yes	no	no	See fiscal impact statement

Summary of Proposed Labor Agreement with MCGEO Effective FY 2018 -FY 2019

No.	Article	Subject	Summary of Change	Requires Appropriation of funds	Present or Future Fiscal Impact	Requires Legislative Change	Requires Regulation Change	Notes
37	Appendix VI	Department of Transportation	Operators who were formerly substitute operators currently in full time merit operator positions will be granted schedule pick seniority retroactive to July 1st, 2010. Pick seniority will be calculated on a prorated basis 1/2 year for every 1040 hours worked since July 1st, 2010. Going forward the same rule will apply to current or future substitute bus operators who transition into full time merit operator positions. Calculations will be based on the total hours worked since July 1st, 2010.	no	no	no	no	
38	Appendix VI	Department of Transportation	Transit Information Techs shall be provided with a rugged laptop. In the event Gaithersburg depot is unable to provide secured storage for Transit Info Systems tools, the Department will purchase a storage shed. The shed will be housed at Gaithersburg Ride-on.	no	no	no	no	
39	Appendix VI	Department of Transportation	Transit Information Technicians will be included in Article 32.5 "Uniforms for Employees" and will be included in every section of the article that mentions Ride-On bus operators and transit coordinators. The Department will continue to provide long sleeve polos, short sleeve polos and sweatshirts.	no	no	no	no	
40	Appendix VI	Department of Transportation	Transit coordinators will be issued all weather safety outdoorwear. The parties will jointly select these items.	yes	yes	no	no	See fiscal impact statement
41	Appendix VI	Department of Transportation	Move sections (b), (c) and (f) to the appropriate appendices.	no	no	no	no	
42	Appendix X	Department of Permitting Services	The Department shall provide hazardous locations training for code enforcement inspectors.	no	no	no	no	
43	Appendix X	Department of Permitting Services	The Department shall provide PPE face shields as requested in writing by individual code enforcement inspectors.	no	no	no	no	
44	Appendix X	Department of Permitting Services	Each fiscal year the Department will provide the following: 3 long sleeve shirts; 3 short sleeve shirts.	yes	yes	no	no	Funding included in department base budget; items already provided.

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Summary of Proposed Labor Agreement with MCGEO Effective FY 2018 -FY 2019

No.	Article	Subject	Summary of Change	Requires Appropriation of funds	Present or Future Fiscal Impact	Requires Legislative Change	Requires Regulation Change	Notes
45	Appendix XIII	Department of Public Libraries	The library LMRC will review safety and security protocols to include police presence, panic buttons, security cameras, old HVACs, ergonomics' and resolve security issues as they arise.	no	no	no	no	
46	Appendix XIII	Department of Public Libraries	The library shall expand the implementation of wearable communication devices to additional branches as agreed upon by the department LMRC.	no	no	no	no	
47	Appendix XIV	Department of Fire and Rescue	The Department will provide safety harnesses	no	no	no	no	
48	Appendix XIV	Department of Fire and Rescue	Discussion of lighting in the repair shop will be referred to the Department's LMRC.	no	no	no	no	
49	Appendix XX	Department of General Services	The Inclement Weather Event/Safety Shoe Allowance side letter shall be extended for the term of this agreement.	yes	yes	no	no	Funding included in department base budget; allowance already provided
50	Appendix XX	Department of General Services	Employees of the Department of General Services may utilize the funds allocated under Article 32.5 (d) (Safety Apparel/Equipment) to purchase shoe accessories in conjunction with the purchase of safety shoes.	yes	yes	no	no	Funding included in department base budget; allowance already provided
51	Appendix XXIII	Department of Housing and Community Affairs	The DHCA LMRC will discuss and develop policy regarding the following issues related to field staff: (a) A uniform dress policy (including but not limited to boots); and (b) An equipment assignment and replacement policy	no	no	no	no	
52	Appendix XXIII	Department of Housing and Community Affairs	The LMRC will discuss and develop policy regarding the area assignment procedure for field inspectors by June 30, 2020.	no	no	no	no	
53	Study Groups		Substitute, Seasonal and Temporary Bargaining Unity Members - including definition and merit status, compensation, leave accrual, benefits, priority consideration for merit positions, grievance and arbitration	no	no	no	no	
54	Study Groups		DOCR Pension Issues	no	no	no	no	

[illegible]

**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>FY20</u>	<u>Annual Cost Beyond FY20</u>
5	Wages	2.4 Percent General Wage Adjustment in First Full Pay Period After November 24, 2019	\$6,105,562	\$9,900,911
5	Wages	\$1,200 Lump Sum to Eligible Employees not Eligible to Receive a Service Increment in FY20	\$2,147,307	\$0
5.1	Longevity**	Longevity Step Increase of 3 or 3.5 Percent for Eligible Employees	\$249,939	\$462,850
5.2	Longevity**	Additional Longevity Step Increase of 2.5 Percent for Eligible Employees on the Correctional Officers and Deputy Sheriff Uniform Salary Schedules	\$83,835	\$100,441
5.7	Stand By Pay	Increase Stand By Pay Rate for Fire Marshals to 30 percent of Regular Hourly Salary, or 50 percent on Saturday through Sunday and holidays.	\$48,631	\$0
5.22	FTO Pay	Increase Field Training Officer Pay to \$3.25 per Hour of Training	\$14,558	\$14,558
5.31	Transit Subsidy	Increase the Get-In Program Transit Subsidy to \$75 per month	\$57,660	\$57,660
6	Service Increments	Service Increment of 3.5 Percent for Eligible Employees	\$4,119,093	\$7,627,950
6	Deferred Increment	Deferred Service Increment of 3.5 Percent from FY11 for Eligible Employees, Effective January 2020	\$1,545,669	\$3,091,337
Appendix II	HHS Appendix	Provide Cell Phones to School Health Nurses	\$21,039	\$21,039
Appendix VI	DOT Appendix	Issue All-Weather Safety Outerwear to Transit Coordinators and Install Striping on Transit Coordinator Vehicles	\$6,275	\$6,275
53	Seasonal Employees	Additional \$0.25 for Eligible Seasonal Employees	\$84,696	\$84,696
Total			\$14,484,264	\$21,367,717

Non-Represented Pass-Through Estimates**

<u>Item</u>	<u>Description</u>	<u>FY20</u>	<u>Annual Cost Beyond FY20</u>
Wages	2 Percent General Wage Adjustment in July 2019	\$4,956,496	\$4,956,496
Longevity	Longevity Step Increase of 2 Percent for Eligible Employees	\$70,289	\$130,165
Service Increments	Service Increment of 3.5 Percent for Eligible Employees	\$1,495,226	\$2,768,937
Total		\$6,522,011	\$7,855,598

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

** Longevity Steps in FY20 for OPT and SLT unit members occur after 18 years of service (after 20 years of service for Deputy Sheriffs and Correctional Officers), and reflect an additional step for OPT and SLT unit members received after reaching 24 years of service. See Page 8-2 for more details on the additional step for Deputy Sheriffs and Correctional Officers.

**MONTGOMERY COUNTY GOVERNMENT
OFFICE, PROFESSIONAL & TECHNICAL AND
SERVICE, LABOR, AND TRADES (MCGEO OPT/SLT) BARGAINING UNIT
SALARY SCHEDULE**

FISCAL YEAR 2020

EFFECTIVE JULY 1, 2019

<u>GRADE</u>	<u>MINIMUM</u>	<u>MIDPOINT</u>	<u>MAXIMUM</u>	<u>18 YEAR LONGEVITY</u>	<u>24 YEAR LONGEVITY</u>
5	\$31,304	\$35,241	\$42,785	\$44,069	\$45,391
6	\$31,304	\$36,664	\$44,568	\$45,905	\$47,282
7	\$31,304	\$38,176	\$46,473	\$47,867	\$49,303
8	\$31,304	\$39,815	\$48,588	\$50,046	\$51,547
9	\$32,267	\$41,540	\$50,812	\$52,336	\$53,906
10	\$33,561	\$43,386	\$53,210	\$54,806	\$56,450
11	\$34,918	\$45,316	\$55,713	\$57,384	\$59,106
12	\$36,333	\$47,340	\$58,347	\$60,097	\$61,900
13	\$37,830	\$49,472	\$61,113	\$62,946	\$64,834
14	\$39,402	\$51,713	\$64,023	\$65,944	\$67,922
15	\$41,047	\$54,057	\$67,066	\$69,078	\$71,150
16	\$42,802	\$56,537	\$70,271	\$72,379	\$74,550
17	\$44,743	\$59,189	\$73,633	\$75,842	\$78,117
18	\$46,795	\$61,980	\$77,166	\$79,481	\$81,865
19	\$49,000	\$64,935	\$80,871	\$83,297	\$85,796
20	\$51,305	\$68,034	\$84,762	\$87,305	\$89,924
21	\$53,738	\$71,294	\$88,849	\$91,514	\$94,259
22	\$56,280	\$74,710	\$93,140	\$95,934	\$98,812
23	\$58,958	\$78,306	\$97,655	\$100,585	\$103,603
24	\$61,765	\$82,071	\$102,377	\$105,448	\$108,611
25	\$64,708	\$86,027	\$107,346	\$110,566	\$113,883
26	\$67,811	\$90,188	\$112,566	\$115,943	\$119,421
27	\$71,038	\$94,543	\$118,047	\$121,588	\$125,236
28	\$74,227	\$99,013	\$123,799	\$127,513	\$131,338

FY20 Notes:

The FY20 GWA is 2.4% on November 24, 2019, for MCGEO OPT/SLT bargaining unit employees.

Grades 5 - 8 will increase effective Jul 1, 2019 to \$31,304 to bring the minimum salary up to the new Living Wage Rate. (\$15.05)

**MONTGOMERY COUNTY GOVERNMENT
OFFICE, PROFESSIONAL & TECHNICAL AND
SERVICE, LABOR, AND TRADES (MCGEO OPT/SLT) BARGAINING UNIT
SALARY SCHEDULE**

FISCAL YEAR 2020

EFFECTIVE NOVEMBER 24, 2019

<u>GRADE</u>	<u>MINIMUM</u>	<u>MIDPOINT</u>	<u>MAXIMUM</u>	<u>18 YEAR LONGEVITY</u>	<u>24 YEAR LONGEVITY</u>
5	\$32,055	\$36,087	\$43,812	\$45,127	\$46,480
6	\$32,055	\$37,544	\$45,638	\$47,007	\$48,417
7	\$32,055	\$39,092	\$47,588	\$49,016	\$50,486
8	\$32,055	\$40,771	\$49,754	\$51,247	\$52,784
9	\$33,041	\$42,537	\$52,031	\$53,592	\$55,200
10	\$34,366	\$44,427	\$54,487	\$56,121	\$57,805
11	\$35,756	\$46,404	\$57,050	\$58,761	\$60,525
12	\$37,205	\$48,476	\$59,747	\$61,539	\$63,386
13	\$38,738	\$50,659	\$62,580	\$64,457	\$66,390
14	\$40,348	\$52,954	\$65,560	\$67,527	\$69,552
15	\$42,032	\$55,354	\$68,676	\$70,736	\$72,858
16	\$43,829	\$57,894	\$71,958	\$74,116	\$76,339
17	\$45,817	\$60,610	\$75,400	\$77,662	\$79,992
18	\$47,918	\$63,468	\$79,018	\$81,389	\$83,830
19	\$50,176	\$66,493	\$82,812	\$85,296	\$87,855
20	\$52,536	\$69,667	\$86,796	\$89,400	\$92,082
21	\$55,028	\$73,005	\$90,981	\$93,710	\$96,521
22	\$57,631	\$76,503	\$95,375	\$98,236	\$101,183
23	\$60,373	\$80,185	\$99,999	\$102,999	\$106,089
24	\$63,247	\$84,041	\$104,834	\$107,979	\$111,218
25	\$66,261	\$88,092	\$109,922	\$113,220	\$116,616
26	\$69,438	\$92,353	\$115,268	\$118,726	\$122,287
27	\$72,743	\$96,812	\$120,880	\$124,506	\$128,242
28	\$76,008	\$101,389	\$126,770	\$130,573	\$134,490

FY20 Notes:

The FY20 GWA is 2.4% on November 24, 2019, for MCGEO OPT/SLT bargaining unit employees.

**MONTGOMERY COUNTY GOVERNMENT
DEPUTY SHERIFF
UNIFORM SALARY SCHEDULE**

FISCAL YEAR 2020

EFFECTIVE JULY 7, 2019

<u>YEAR</u>	<u>STEP</u>	<u>DS I</u>	<u>DS II</u>	<u>DS III</u>	<u>SGT</u>
1	0	\$49,868	\$53,359	\$57,095	\$62,803
2	1	\$51,815	\$55,228	\$59,093	\$65,003
3	2	\$53,420	\$57,161	\$61,161	\$67,278
4	3	\$55,291	\$59,160	\$63,303	\$69,633
5	4	\$57,227	\$61,233	\$65,520	\$72,070
6	5	\$59,229	\$63,377	\$67,812	\$74,595
7	6	\$61,302	\$65,595	\$70,187	\$77,204
8	7	\$63,449	\$67,893	\$72,642	\$79,907
9	8	\$65,670	\$70,269	\$75,187	\$82,705
10	9	\$67,970	\$72,729	\$77,818	\$85,599
11	10		\$75,276	\$80,541	\$88,596
12	11		\$77,911	\$83,365	\$91,697
13	12			\$86,283	\$94,907
14	13			\$89,300	\$98,229
15-20	14			\$92,425	\$101,667
21+	L1*	\$70,349	\$80,638	\$95,660	\$105,225
25+	L2**	\$72,108	\$82,654	\$98,052	\$107,856

*A 3.5% longevity increment is paid to employees on the Deputy Sheriff Uniform Salary Schedule who are at the maximum for their pay grade, upon completion of 20 years of County service.

**A 2.5% longevity increment is paid to employees on the Deputy Sheriff Uniform Salary Schedule who are at the maximum for their pay grade, upon completion of 24 years of County service.

The starting salary for Deputy Sheriff Candidate is \$49,868.

FY20 Notes:

The FY20 GWA is 2.4% on November 24, 2019, for Deputy Sheriffs.

Deputy Sheriff salaries may not correspond to years of service as listed on the salary schedule due to unfunded FY11, FY12, and FY13 service increments.

**MONTGOMERY COUNTY GOVERNMENT
DEPUTY SHERIFF
UNIFORM SALARY SCHEDULE**

FISCAL YEAR 2020

EFFECTIVE NOVEMBER 24, 2019

<u>YEAR</u>	<u>STEP</u>	<u>DS I</u>	<u>DS II</u>	<u>DS III</u>	<u>SGT</u>
1	0	\$51,065	\$54,640	\$58,465	\$64,310
2	1	\$52,854	\$56,553	\$60,511	\$66,563
3	2	\$54,702	\$58,533	\$62,629	\$68,893
4	3	\$56,618	\$60,580	\$64,822	\$71,304
5	4	\$58,600	\$62,703	\$67,092	\$73,800
6	5	\$60,650	\$64,898	\$69,439	\$76,385
7	6	\$62,773	\$67,169	\$71,871	\$79,057
8	7	\$64,972	\$69,522	\$74,385	\$81,825
9	8	\$67,246	\$71,955	\$76,991	\$84,690
10	9	\$69,601	\$74,474	\$79,686	\$87,653
11	10		\$77,083	\$82,474	\$90,722
12	11		\$79,781	\$85,366	\$93,898
13	12			\$88,354	\$97,185
14	13			\$91,443	\$100,586
15-20	14			\$94,643	\$104,107
21+	L1*	\$72,037	\$82,573	\$97,956	\$107,750
25+	L2**	\$73,838	\$84,638	\$100,405	\$110,444

*A 3.5% longevity increment is paid to employees on the Deputy Sheriff Uniform Salary Schedule who are at the maximum for their pay grade, upon completion of 20 years of County service.

**A 2.5% longevity increment is paid to employees on the Deputy Sheriff Uniform Salary Schedule who are at the maximum for their pay grade, upon completion of 24 years of County service.

The starting salary for Deputy Sheriff Candidate is \$51,065.

FY20 Notes:

The FY20 GWA is 2.4% on November 24, 2019, for Deputy Sheriffs.

Deputy Sheriff salaries may not correspond to years of service as listed on the salary schedule due to unfunded FY11, FY12, and FY13 service increments.

**MONTGOMERY COUNTY GOVERNMENT
MINIMUM WAGE / SEASONAL
SALARY SCHEDULE**

FISCAL YEAR 2020

EFFECTIVE JUNE 23, 2019

GRADE	MINIMUM		MAXIMUM	
	ANNUAL	HOURLY	ANNUAL	HOURLY
Grade S1*	\$27,040	\$13.00	\$27,040	\$13.00
Grade S2*	\$27,040	\$13.00	\$27,040	\$13.00
Grade S3*	\$27,040	\$13.00	\$27,040	\$13.00
Grade S4*	\$27,040	\$13.00	\$29,426	\$14.15
Grade S5	\$27,040	\$13.00	\$32,991	\$15.86
Grade S6	\$32,306	\$15.53	\$40,122	\$19.29
Grade S7	\$37,876	\$18.21	\$47,367	\$22.77
Grade S8	\$43,627	\$20.97	\$54,842	\$26.37

FY20 Notes:

* The Montgomery County minimum wage, beginning June 23, 2019, will be \$13.00 per hour. Salaries other than those affected by the increase in the minimum wage will increase by \$0.25 per hour on July 7, 2019.

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

County Government Aide (MW) (S1)
 Recreation Assistant I (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 2020

EFFECTIVE JULY 7, 2019

GRADE	MINIMUM		MAXIMUM	
	ANNUAL	HOURLY	ANNUAL	HOURLY
Grade S1*	\$27,040	\$13.00	\$27,040	\$13.00
Grade S2*	\$27,040	\$13.00	\$27,040	\$13.00
Grade S3*	\$27,040	\$13.00	\$27,040	\$13.00
Grade S4*	\$27,040	\$13.00	\$29,946	\$14.40
Grade S5	\$27,040	\$13.00	\$33,511	\$16.11
Grade S6	\$32,826	\$15.78	\$40,642	\$19.54
Grade S7	\$38,396	\$18.46	\$47,887	\$23.02
Grade S8	\$44,147	\$21.22	\$55,362	\$26.62

FY20 Notes:

* The Montgomery County minimum wage, beginning June 23, 2019, will be \$13.00 per hour. Salaries other than those affected by the increase in the minimum wage will increase by \$0.25 per hour on July 7, 2019.

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

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
CORRECTIONAL OFFICER
UNIFORM SALARY SCHEDULE**

FISCAL YEAR 2020

EFFECTIVE JULY 7, 2019

<u>STEP</u>	<u>YEAR</u>	<u>CO I</u>	<u>CO II</u>	<u>CO III</u>	<u>SGT</u>
1	0	\$46,320	\$48,638	\$53,501	\$59,119
2	1	\$47,943	\$50,341	\$55,374	\$61,190
3	2	\$49,621	\$52,104	\$57,314	\$63,332
4	3	\$51,358	\$53,928	\$59,320	\$65,548
5	4	\$53,157	\$55,815	\$61,398	\$67,843
6	5	\$55,020	\$57,771	\$63,547	\$70,219
7	6	\$56,946	\$59,793	\$65,772	\$72,677
8	7	\$58,939	\$61,886	\$68,075	\$75,222
9	8	\$61,001	\$64,053	\$70,457	\$77,854
10	9	\$63,137	\$66,295	\$72,925	\$80,579
11	10	\$65,346	\$68,615	\$75,477	\$83,400
12	11	\$67,634	\$71,020	\$78,121	\$86,321
13	12		\$73,507	\$80,854	\$89,341
14	13		\$76,080	\$83,684	\$92,469
15	14-20				\$95,707
L1*	21+	\$70,001	\$78,743	\$86,613	\$99,057
L2**	25+	\$71,751	\$80,712	\$88,778	\$101,533

*A 3.5% longevity increment is paid to employees on the Correctional Officer Uniform Salary Schedule who are at the maximum for their pay grade, upon completion of 20 years of County service.

**A 2.5% longevity increment is paid to employees on the Correctional Officer Uniform Salary Schedule who are at the maximum for their pay grade, upon completion of 24 years of County service.

Starting salary for Correctional Officer 1 (Private) is \$46,320

FY20 Notes:

The FY20 GWA is 2.4% on November 24, 2019, for Correctional Officers.

Additional longevity step of 2.5% added after completion of 24 years of service.

Correctional Officer salaries may not correspond to years of service as listed on the salary schedule due to unfunded FY11, FY12, and FY13 service increments.

**MONTGOMERY COUNTY GOVERNMENT
CORRECTIONAL OFFICER
UNIFORM SALARY SCHEDULE**

FISCAL YEAR 2020

EFFECTIVE NOVEMBER 24, 2019

<u>STEP</u>	<u>YEAR</u>	<u>CO I</u>	<u>CO II</u>	<u>CO III</u>	<u>SGT</u>
1	0	\$47,432	\$49,805	\$54,785	\$60,538
2	1	\$49,094	\$51,549	\$56,703	\$62,659
3	2	\$50,812	\$53,354	\$58,690	\$64,852
4	3	\$52,591	\$55,222	\$60,744	\$67,121
5	4	\$54,433	\$57,155	\$62,872	\$69,471
6	5	\$56,340	\$59,158	\$65,072	\$71,904
7	6	\$58,313	\$61,228	\$67,351	\$74,421
8	7	\$60,354	\$63,371	\$69,709	\$77,027
9	8	\$62,465	\$65,590	\$72,148	\$79,722
10	9	\$64,652	\$67,886	\$74,675	\$82,513
11	10	\$66,914	\$70,262	\$77,288	\$85,402
12	11	\$69,257	\$72,724	\$79,996	\$88,393
13	12		\$75,271	\$82,794	\$91,485
14	13		\$77,906	\$85,692	\$94,688
15	14-20				\$98,004
L1*	21+	\$71,681	\$80,633	\$88,692	\$101,434
L2**	25+	\$73,473	\$82,649	\$90,909	\$103,970

*A 3.5% longevity increment is paid to employees on the Correctional Officer Uniform Salary Schedule who are at the maximum for their pay grade, upon completion of 20 years of County service.

**A 2.5% longevity increment is paid to employees on the Correctional Officer Uniform Salary Schedule who are at the maximum for their pay grade, upon completion of 24 years of County service.

Starting salary for Correctional Officer 1 (Private) is \$47,432

FY20 Notes:

The FY20 GWA is 2.4% on November 24, 2019, for Correctional Officers.

Additional longevity step of 2.5% added after completion of 24 years of service.

Correctional Officer salaries may not correspond to years of service as listed on the salary schedule due to unfunded FY11, FY12, and FY13 service increments.

**MONTGOMERY COUNTY GOVERNMENT
UNIFORMED CORRECTIONAL MANAGEMENT
SALARY SCHEDULE**

FISCAL YEAR 2020

EFFECTIVE JULY 7, 2019

<u>GRADE</u>	<u>RANK</u>	<u>MINIMUM</u>	<u>MAXIMUM</u>	<u>LONGEVITY*</u>
C1	CORRECTIONAL SHIFT COMMANDER (LT)	\$66,333	\$107,385	\$111,143
C2	CORRECTIONAL TEAM LEADER (CAPT)	\$72,968	\$118,124	\$122,259

* Upon completion of 20 years of service.

Longevity is 3.5% for Uniformed Correctional Management.

FY20 Notes:

The FY20 GWA is 2.0% on July 7, 2019, for Uniformed Correctional Management.

**MONTGOMERY COUNTY GOVERNMENT
DEPUTY SHERIFF MANAGEMENT
SALARY SCHEDULE**

FISCAL YEAR 2020

EFFECTIVE JULY 7, 2019

<u>GRADE</u>	<u>RANK</u>	<u>MINIMUM</u>	<u>MAXIMUM</u>	<u>LONGEVITY*</u>
D2	DEPUTY SHERIFF LIEUTENANT	\$70,467	\$114,080	\$118,073
D3	DEPUTY SHERIFF CAPTAIN	\$84,561	\$137,778	\$142,600
D4	DEPUTY SHERIFF COLONEL	\$97,246	\$158,943	\$164,506

* Upon completion of 20 years of service.

Longevity is 3.5% for Deputy Sheriff Management.

FY20 Notes:

The FY20 GWA is 2.0% on July 7, 2019, for Deputy Sheriff Management.




OFFICE OF THE COUNTY EXECUTIVE
ROCKVILLE, MARYLAND 20850

Marc Elrich
County Executive

MEMORANDUM

April 1, 2019

TO: Nancy Navarro, President
Montgomery County Council

FROM: Marc Elrich, County Executive 

SUBJECT: Memorandum of Agreement between the County and IAFF

I have attached for the Council's review the agreement resulting from the recent collective bargaining negotiations between the Montgomery County Government and the Montgomery County Career Fire Fighters Association, International Association of Fire Fighters, Local 1664. The agreement is a product of an Interest Arbitration Decision by arbitrator M. David Vaughn in favor of the IAFF. A copy of the Opinion and Award is attached. The agreement reflects the changes that will be made to the existing Collective Bargaining Agreement to be effective July 1, 2019 through June 30, 2020.

I have also attached summaries of the agreed upon items, updated Salary Schedules, 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 FY2020 and have a fiscal impact in FY2020.

Attachments

cc: Karen Plucinski, Acting Director Office of Human Resources
Richard Madaleno, Director, Office of Management and Budget
Marc Hansen, County Attorney, Office of the County Attorney

Resolution No.: _____
Introduced: April 8, 2019
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 April 1, 2019, 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, 2019 through June 30, 2020. 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 FY2020.
5. The County Council considered and made recommendations concerning the agreement at a worksession on April 23, 2019.
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.

Action

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

The County Council intends to approve/reject the following provisions for FY2020:

1. 2.4% general wage adjustment for all bargaining unit members on the first pay period after November 10, 2019.

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. Tuition Assistance.
5. Increase in assignment pay differential to 3.2% of defined salary.
6. Increase in the ALS provider differential to 15% of defined salary.
7. Increase in special duty differential for members assigned to EDD to \$7075.

The County Council intends to reject the following provisions for FY2020:

The Council intends to reject the group insurance provisions in the collective bargaining agreement. The Council intends to approve the group insurance provisions as they were included in the FY2019 operating budget. To the extent that this approval is inconsistent with any provision of the collective bargaining agreement, that provision is rejected.

The Council intends to approve all other provisions of the Agreement subject to Council review.

This is a correct copy of Council action.

Megan Davey Limarzi, Esq., Clerk of the Council

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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, 2019 through June 30, 2020. 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 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>

* * *

ARTICLE 6
ANNUAL LEAVE

* * *

Section 6.3 Leave Year and Annual Leave Procedure

* * *

B. Second, third, and fourth round picks are for any three days maximum in each round[.], provided however, that employees assigned to a 40-hour or 42-hour workweek may select up to four days in rounds two through four. The [three] days selected in rounds two through four do not have to be consecutive, nor do they need to be aligned Sunday through Saturday.

* * *

ARTICLE 7
SICK LEAVE

* * *

Section 7.7 Sick Leave use

Section 7.7 Sick Leave Use

A. Procedure

The parties agree that the following sick leave usage procedure will apply.

During any consecutive twelve (12) month period, an employee who is scheduled to work 2,496 hours per year and who is unable, due to illness or injury, to report to work for more than seventy-two (72) consecutive work hours; an employee who is scheduled to work 2,184 hours per year and who is unable, due to illness or injury, to report to work for more than forty-eight (48) consecutive work hours; an employee who is scheduled to work 2,080 hours per year and who is unable, due to illness or injury, to report to work for more than forty (40) consecutive work hours; must obtain documentation from a physician or other licensed healthcare provider¹ confirming the employee was under the physician's or other licensed healthcare provider's care. Such documentation must be submitted [upon the employee's return to work] before the end of the employee's next working shift after taking sick leave (family or personal).

1. The medical documentation obtained from the physician or other licensed healthcare provider[will] shall be forwarded electronically by the employee to the Battalion Chief [via the Station Officer upon the employee's return to work] and upon receipt, the Battalion Chief shall promptly approve the sick leave via the MCFRS scheduling software. The Battalion Chief may require the employee to obtain medical clearance from the Fire Rescue Occupational Medical Section if he or she believes that the employee is not medically fit for full duty. An appointment with the Fire Rescue Occupational Medical Section will be scheduled via the Battalion Chief. The medical documentation from the Fire Rescue Occupational Medical Section will be forwarded to the Battalion Chief via the Station Officer, when the employee returns to their work site.
2. During any consecutive twelve (12) month period, an employee on a "24/48" work schedule may incur four (4) incidents of sick leave use (family or personal) without obtaining and submitting to the Employer medical documentation from

a physician or other licensed healthcare provider. When the employee has reached the above-described limitation on the use of sick leave (family or personal) without obtaining and submitting medical documentation, the Employer agrees that the Battalion Chief will:

- a. [counsel] communicate to the employee that additional sick leave without the appropriate documentation from a physician or other licensed healthcare provider may result in the employee being placed on sick leave restriction. The Battalion Chief shall be responsible for ensuring that such notification is received by the employee.
- b. If the employee is placed on sick leave restriction, the Employer may:
 - i. refuse to approve additional sick leave without the appropriate medical documentation.
 - ii. If the employee uses additional sick leave and fails to obtain and submit the appropriate medical documentation, the Employer may charge the employee AWOL for the time the employee was absent from work.

* * *

ARTICLE 9
ADMINISTRATIVE LEAVE

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D.

1. An employee who is called to jury service, or who is subpoenaed as a witness in a civil or criminal court case or in an administrative agency hearing. An employee that is empaneled on a jury shall be placed on Administrative Leave for each full work shift that the employee is required to fulfill his/her jury obligations. Any granted administrative leave for jury service when an employee is not empaneled on a jury will end two (2) hours if in Montgomery County, and three (3) hours if outside Montgomery County after the employee is excused by the court. Administrative leave that is granted to an employee that is subpoenaed as a witness in a civil or criminal court case or in an administrative hearing will begin at the start of the shift the day the employee is scheduled to testify and will end two (2) hours if in Montgomery County, and three (3) hours if outside Montgomery County after the employee is excused from the proceeding. At the employee's discretion, he/she may opt to take personal leave for the remainder of the work shift rather than receive the prescribed number of hours of administrative leave in the situations described above; and the use of such leave

will not count toward the number of leave slots (annual or casual) in Section 6.13 of the agreement.

Administrative leave will not be granted, however, to an employee who is subpoenaed to appear in a court or administrative case in which the employee is a party, unless the case is related to the employee's official duties. In the event an employee is commanded to appear at a court or administrative agency proceeding (e.g., trials, hearings or discovery proceedings) for a case that is not related to the employee's official duties, or is a party to the case and whose presence is necessary at such proceeding, the employee shall be permitted to use his/her own leave but the use of this leave will not count toward the number of leave slots (annual or casual) in Section 6.13 of the agreement.

* * *

ARTICLE 17 SPECIAL DUTY DIFFERENTIALS

* * *

Section 17.1 Disposition of Assignment Pay Differentials

An employee who is transferred, promoted, demoted, or re-appointed to a position with an assignment pay differential will receive the designated differential. An employee who is transferred, promoted, demoted, or re-appointed from a position with an assignment pay differential to a position without the differential will forfeit the designated differential.

A. Hazardous Materials

Level III Assignment:	[\$1,837] <u>3.20% of the Fire Fighter III, Step H base pay</u>
Response Team Cert.	[\$ 407] <u>\$500</u>

[Effective the first pay period beginning on or after July 1, 2014, increase the Hazardous Materials Level III Special Duty Pay Differential to \$2,037 and increase the Response Team 35 Certification pay to \$500.]

Note: All bargaining unit personnel assigned to a Hazmat station or substation who are qualified as Hazmat Level III responders herein shall receive the assignment pay as specified herein.

B. Self Contained Breathing Apparatus Technician, Air compressor Technicians and Meter Technicians

Assignment: **[\$1,837] 3.20% of the Fire Fighter III, Step H base pay**

[Effective the first pay period beginning on or after July 1, 2014, increase the Self Contained Breathing Apparatus Technician Special Duty Pay Differential to \$2,037. Effective the first full pay period beginning on or after July 1, 2015, implement a Special Duty Pay Differential for Air Compressor Technicians and Meter Technicians in the amount of \$2,037.]

[C. Code Compliance Section

Assignment: \$1,837]

[Effective the first pay period beginning on or after July 1, 2014, increase the Fire Code Compliance Section Special Duty Pay Differential to \$2,037.]

[D.] C. Fire Investigations Unit

Assignment: **[\$1,837] 3.20% of the Fire Fighter III, Step H base pay**

[Effective the first pay period beginning on or after July 1, 2014, increase the Fire Investigations Unit Special Duty Pay Differential to \$2,037.]

[E.] D. Fire Captain Serving as Station Commander: [\$2,887] 3.20% of the Captain, Step J base pay

Station Commander Pay shall be subject to satisfactory completion of established performance criteria/objectives as determined by the Employer.

[Effective the first pay period beginning on or after July 1, 2014, increase the Fire Captain Serving as Station Commander Special Duty Differential to \$3,087.]

[F.] E. Technical Rescue Team (TRT)

Assignment: **[\$1,837] 3.20% of the Fire Fighter III, Step H base pay**

Response Team Cert: **[\$407] \$500**

[Effective the first pay period beginning on or after July 1, 2014, increase the Technical Rescue Team Assignment Special Duty Pay Differential to \$2,037 and increase the Response Team Certification pay to \$500.]

[G.] F. Swift Water Rescue Team

Assignment: **[\$1,837] 3.20% of the Fire Fighter III, Step H base pay**

Response Team Cert: **[\$407] \$500**

[Effective the first pay period beginning on or after July 1, 2014, increase the Swift Water Rescue Team Assignment Special Duty Pay Differential to \$2,037 and increase the Response Team Certification pay to \$500.]

[H.] G. Scheduler

Primary Scheduler: [\$1,837] 3.20% of the Fire Fighter III, Step H base pay
Backup Scheduler: [\$407] \$500

[Effective the first pay period beginning on or after July 1, 2014, increase the Primary Scheduler Special Duty Pay Differential to \$2,037 and increase the Backup Scheduler Special Duty Pay Differential to \$500.]

H. ROCC Fire/Rescue Liaison

Assignment: 3.20% of the Fire Fighter III, Step H base pay
Response Team Cert: \$500

I. Rail Officer

Assignment: 3.20% of the Fire Fighter III, Step H base pay

Section 17.2 Special Pay Differentials

A. Beginning the first day of the first full pay period on or after July 1, [2016] 2019, all County-credentialed ALS Providers will receive [a] the following special duty differential [in accordance with the following schedule]:

[Credential Years:

0-4 years EMT-P Svc	\$6,080
5-8 years EMT-P Svc	\$7,391
8+ years EMT-P Svc	\$8,701]

15% of the Fire Fighter III, Step H base pay

* * *

Section 17.5 Eligibility

Employees shall be eligible for the differentials enumerated above based upon criteria in effect at the time of initiation of this agreement.

A. An employee assigned to a Specialty Team station shall be entitled to receive a Special Duty Differential upon completion of the necessary Training.

B. Eligible employees are limited to participation in two (2) Specialty Teams.

C. An employee who is assigned to a station with only one specialty team and who is a member of that team and is also a member of another team (that runs out of a different station) shall receive one Assignment Pay Differential and one Certification Pay for participation on the second team.

D. An employee who voluntarily leaves a Specialty Team Station will no longer be a member of that team and will forfeit his/her Assignment and/or Certification pay. The Special Operations Chief shall be responsible for ensuring that an employee's special duty differential is discontinued upon the effective date of the employee's transfer.

E. An employee who is involuntarily transferred or promoted out of a Specialty Team Station will be eligible to remain on the specialty team and will receive Certification Pay so long as he/she remains qualified for the team.

Section 17.6 Training Incentive Pay (TIP)

An employee who is assigned to a Specialty Team station will receive Training Incentive Pay (TIP) of \$700 per year for a period not longer than two (2) years if the employee meets the following terms and conditions:

1. the employee has applied for and been accepted to a Specialty Team;
2. the employee may only train for one Specialty Team at a time;
3. the employee successfully completes training within two (2) years.

Once an employee successfully completes the training requirements for a Specialty Team, he/she will receive Assignment Pay in accordance with Section 17.1 of this Article. Failure to complete the training requirements for a Specialty Team within two (2) years may result in removal from the team and transfer out of the Specialty Team station.

Section 17.7 Float Officers

Captains and Lieutenants assigned to a Battalion float relief position in a Battalion that contains a station for the specialty team of which they are a member shall be eligible for pay consistent with the provisions of Sections 17.5 and 17.6. this article.

* * *

ARTICLE 19 WAGES

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Section 19.1 General Wage Adjustments

A. Effective the first full pay period on or after July 1, 2017, add new longevity step "LS2" at year 24. All eligible bargaining unit employees who reach 24 years of service shall receive a 3.5% "LS2" increase to their base pay effective the pay period in which their service anniversary date occurs; provided however that bargaining unit employees who have completed 24, 25, 26 or 27 years of service prior to July 1, 2017 shall receive a 3.5% "LS2" increase to their base pay effective the first full pay period on or after July 1, 2017

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.

[C. Effective the first full pay period on or after October 1, 2017, the base salary for all bargaining unit members shall be increased by two (2.0)]

[D. Effective the first full pay period on or after July 1, 2018, the base salary for all bargaining unit members shall be increased by two 2.0 percent.]

C. Effective the pay period beginning November 10, 2019, the base salary for all bargaining unit members shall be increased by two and four-tenths (2.4) percent.

Section 19.2 Salary Schedule

A. Bargaining unit employees shall be paid a base salary pursuant to the uniform pay plan for the fiscal year, which appears in Appendix I, [and III] of this Agreement. For employees scheduled to work a 48 hour workweek (per Article 23.1) the base salary is considered compensation for working 48 hours per week.

* * *

C. Bargaining unit employees shall progress to Step LS on the uniform pay plan upon completion of 20 years of service as a County merit system employee. All eligible bargaining unit employees who reach 20 years of service shall receive a 3.5% "LS" increase to their base pay effective the pay period in which their service anniversary date occurs

* * *

- 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 FY[2019] 2020.

* * *

ARTICLE 22 PREVAILING RIGHTS

* * *

- F. Workplace provisions - the employer will supply, maintain and make available the following items in reasonable and sufficient quantities at each fire station; refrigerator, oven, microwave, dishwasher, two washers, two dryers, ice machines, [facsimile machine], 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.

* * *

ARTICLE 23 HOURS OF WORK

* * *

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 before [January 1, 2018] October 31, 2019 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 28 TRANSFERS

* * *

Section 28.5 Notice of Transfers

Bargaining unit employees shall be notified in writing at least two (2) weeks in advance that they are subject to involuntary transfer, [except in those instances when an employee is assigned temporarily to the MCFRS Administrative Services Division due to a loss of licensure that is required for the employee's position.] The Employer shall advise the affected employee of the reasons for the transfer. Upon notification a bargaining unit member subject to an involuntary transfer shall have seven (7) calendar days to reply as to any reasons why he or she does not wish to be transferred and/or submit a transfer request indicating an interest in a position on the station personnel vacancy list. The Fire Chief or designee will carefully consider any reasons submitted by the employee before proceeding with any transfer.

Notwithstanding the above, the Employer may involuntarily transfer an employee to the MCRS Administrative Services Division without advance notice, provided however, that during the first two weeks of such transfer the employee shall only be required to work dayside on the weekdays he/she would otherwise have worked but for the involuntary transfer. He/she shall be on paid administrative leave for the hours remaining in the initial two weeks of the involuntary transfer. The employee may take any leave during this two-week period that was previously approved, which shall not count toward the established leave cap. Employees who are involuntarily transferred to the Administrative Services Division shall have the right to submit a written objection to the Fire Chief as provided in the paragraph above.

* * *

ARTICLE 31
[UNION MEMBERSHIP ON APPARATUS SPECIFICATIONS COMMITTEE]
MCFRS APPARATUS PROCUREMENT AND MAINTENANCE

* * *

A. The Apparatus Specifications Committee and any subcommittee thereof shall be administered pursuant to MCFRS Policy. The Union President shall appoint a bargaining unit employee(s) for one bargaining unit position on the Committee and on each subcommittee. Subjects of the Committee shall include but not be limited to:

- A. vehicle weights;
- B. noise levels;
- C. testing procedures;
- D. tire specifications;
- E. and similar or like issues.

Whenever MCFRS sends the Apparatus Specifications Committee or subcommittee to attend an apparatus-related conference or training session because of their role on the committee or subcommittee, the bargaining unit representative(s) who sits on the committee or subcommittee shall be authorized to attend using the same expense payment policy of non-bargaining unit members of the committee or subcommittee. The Union representatives on the Apparatus Specification Committee and/or subcommittee(s) shall be considered to 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 the Union representative who attends meetings on a day off.

B. At the time that any piece of apparatus is returned to service following repair and/or maintenance by CMF, a written apparatus repair/maintenance report shall be given to the apparatus unit officers which shall include all repairs and/or maintenance items that were performed as well as any repairs and/or maintenance items that remain outstanding. If the documentation process will delay a unit's return to service that results in a reduction in the response fleet, the report will be sent to the Station Commander no later than the next business day that CMF is open. A reduction in the response fleet is either:

- "Downstaffing" below the established minimums for engines, trucks, rescue squads, or ambulances; or
- Specialty units such as HazMat, Technical Rescue, or Water Rescue units

In instances when apparatus is sent to a third-party vendor for repair and/or maintenance, the County shall request that the vendor provide a work order to CMF upon completion of work. Content from the vendor work orders will be added to the repair record within the current fleet management software. If a work order is not received from a vendor when a unit is returned, the quality control check on the unit by CMF shall be entered into the current fleet management software and a printout of the quality control check results shall be provided to the apparatus unit officer at the time the apparatus is

returned to service in accordance with the same terms as above. If a duplicate repair/maintenance record is needed, it will be provided to the Station Officer upon request.

Implementation of this subsection B shall begin no later than October 31, 2019.

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ARTICLE 35 HEALTH AND SAFETY

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Section 35.1 Joint Health and Safety Committee

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6. Study, review and evaluate new apparatus specifications contemplated for use by MCFRS. Copies of all materials in the possession of or considered by the Apparatus Specifications committee shall be forwarded to the Joint Health and Safety Committee for review. Jointly agreed upon recommendations shall be submitted to the Fire Chief and the President of the Union no later than the date that the recommendations from the Apparatus Specifications Committee are due.

* * *

Section 35.10 Access to Behavioral Health Services

Bargaining unit employees who are receiving behavioral health services from providers employed or contracted by the County immediately prior to their retirement from County employment shall have a vested right to continue receiving these services during the first year of their retirement upon the same terms and conditions as applied while they were employed by the County.

* * *

**ARTICLE 38
CONTRACT GRIEVANCE PROCEDURE**

* * *

Section 38.2 Initiation of a Grievance

- A. The Union may in its discretion, in cases of suspension, demotion or dismissal only, skip step 1 of the Grievance Procedure and take a grievance directly to step 2 – the [Office of Human Resources Director] Chief Administrative Officer or his/her designee. If the Union exercises its discretion pursuant to this subsection, it will so notify in writing the [Office of Human Resources] Chief Administrative Officer upon filing the grievance.
- B. At the option of the Union, a grievance may be presented informally by a local representative of the Union or designee of the Union to MCFRS Labor Relations Officer or designee for resolution. If the grievance is not resolved at that stage, it may be processed as provided below.

* * *

Section 38.4 Second Step of the Grievance Procedure

The Union may appeal the decision of the Fire Chief or designee by presenting a written appeal to the [Office of Human Resources Director] Chief Administrative Officer or his/her designee within fourteen (14) calendar days of the Union's receipt of the Fire Chief's or designee's decision. The [Office of Human Resources Director] Chief Administrative Officer or designee and representatives of the bargaining unit shall meet to discuss the grievance within fourteen (14) calendar days after presentation of the appeal to the [Office of Human Resources Director] Chief Administrative Officer. The [Office of Human Resources Director] Chief Administrative Officer or designee shall respond, in writing, to the grievance within thirty (30) calendar days of the meeting.

Section 38.5 Binding Arbitration

- A. Upon receipt of the response from the [Office of Human Resources Director] Chief Administrative Officer or designee, the Union may refer the grievance to arbitration by providing written notice to the other party within thirty (30) days after receipt of the response of the [Office of Human Resources Director] Chief Administrative Officer or designee by the Union. The arbitrator shall be chosen from a panel composed of persons agreed upon by the parties. At least sixty (60) days prior to the expiration of this Agreement, one or both parties may provide written notice to the other that it no longer consents to retaining a member(s) of the arbitration panel. The parties shall fill the panel vacancy by mutual consent.
- B. The arbitrators shall be selected to hear succeeding grievances in rotation, in the order agreed to by the parties. The parties must contact the arbitrator next in the rotation order within twenty-one (21) days of the date of the written notice referring the grievance to arbitration and must schedule the arbitration date no later than forty-five (45) days following the date of the written notice referring the grievance to arbitration. If the arbitrator slated to hear a grievance cannot hold the hearing within this forty-five (45) day period, the next arbitrator on the panel that is available within this period shall be selected.

* * *

**ARTICLE 50
DURATION OF CONTRACT**

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Section 50.1 [Two] One Year Agreement

The duration of this Agreement shall be from July 1, [2017] 2019 through June 30, [2019] 2020.

* * *

**ARTICLE 55
SERVICE INCREMENTS**

* * *

Section 55.4 Amount of Service Increment

A. The amount of the service increment should be consistent with the pay plan/salary schedule as provided for in Appendix I [, II, or III].

B. If an eligible employee's base salary would exceed the maximum for the pay grade if the employee received the full pay increase associated with the service increment, the employee shall receive a reduced pay increase that brings the employee's base salary to the maximum of the pay grade.

* * *

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] 2020. However, no bargaining unit employee shall lose service credit for purposes of progression within the uniform pay plan.

Effective July 1, [2017], 2019 eligible bargaining unit employees shall receive an annual service increment on their anniversary date as described in this Article.

* * *

ARTICLE 57 EMERGENCY COMMUNICATIONS CENTER

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Section 57.2 Differentials

An employee who is transferred, promoted, demoted or re-appointed will be compensated for special pay differential entitled to the incumbent of a position designated for a differential. An employee who is transferred, promoted, demoted, or re-appointed from a position entitled to a special pay differential to a position not so entitled will forfeit such additional compensation. All ECC Special Duty Differentials are based on a 12-month assignment. Assignment of less than 12 months will receive a prorated Special Duty Differential based on the length of the assignment.

A. Special Duty Differential

Assignment (<u>radio/dispatch/EMD</u>)	\$(5,050) <u>7,075</u>
<u>Assignment (radio/dispatch)</u>	<u>\$5,050</u>
Certification	\$(1,000) <u>2,000</u>

[Effective the first full pay period following July 1, 2009, increase the ECC Certification Pay from \$1000 to \$2000 annually.]

* * *

Montgomery County Fire and Rescue Service

Fire Chief's General Order

NUMBER: 18-XX

Date

TO: All MCFRS Personnel

FROM: Fire Chief Scott E. Goldstein

SUBJECT: Partial Shift Casual Leave

Beginning February 1, 2018, the rules for Casual Leave usage will allow bargaining unit employees to "split" shifts, taking leave in shorter, partial-shift increments than the currently existing 10-hour (12 hours for ECC or FEI) dayside or 14-hour (12 hours for ECC or FEI) nightside configurations.

Partial leave authorization will be managed via a manual approval process between the employee and the on-duty scheduler in accordance with the following rules:

1. Partial shift leave requests will only be considered once the Casual Leave cap has been met.
2. Initial requests for Casual Leave can be requested via TeleStaff for any minimum number of hours. Casual Leave requests will be automatically approved by TeleStaff if leave is available.
3. When [at or] above the Casual Leave cap, Casual Leave cannot be extended once it has been approved. Requests can be altered by emailing #FRS.Schedulers@montgomerycountymd.gov, but once approved, the leave times are locked in. If the request has been approved, the original "owner" of the leave spot would have to compete against any other employee (via entering a partial leave request) for the remaining hours. Employees should plan by taking casual leave in entire blocks whenever possible.
 - a. If your request for additional leave is approved and you are the original "owner" of the leave slot, you must notify the on-duty Scheduler via #FRS.Schedulers@montgomerycountymd.gov and request the slots be combined into one. If this is not done, TeleStaff will treat the leave as if two people are off which could deny the next employee's pending leave request.

4. Employees who wish to cancel any type of approved, competed-for leave must cancel the entire leave period, or maintain at least a 3-consecutive hour minimum period of leave [within each leave period].
5. Requests for partial shift Casual Leave must be taken in 3-hour minimum blocks, or the entire balance of the leave period if fewer than 3 hours remain.
6. Each leave period (e.g. dayside or nightside) can only be split between two people.
7. The hours in the split cannot overlap.

Employees who wish to split a shift by requesting partial shift leave approval shall follow the procedure outlined below.

1. Enter a Casual Leave request into Telestaff in accordance with existing procedures.
2. Wait at least one hour after entering the request, and if the request is not automatically approved by Telestaff, send an email to FRS.Schedulers@montgomerycountymd.gov requesting to split leave with [NAME], including the date and times of the split.
3. If available, the scheduler will:
 - a. Add a note to the work code of the "owner" of the spot "SPLIT WITH [NAME]"
 - b. Add ANL-Split or CFI-Split work code with a note "SPLIT WITH [NAME]" to the employee who requested the split.
4. Should the original "owner" cancel their leave, the scheduler will:
 - a. Change the "owner" and competed-for work code to the Leave Cancelled code.
 - b. Change the ANL-Split or CFI-Split work code to the appropriate competed-for leave code on the Calendar of the person with whom the leave was split. That person becomes the "owner" of the leave spot and the note is removed.

Unless otherwise extended, this FCGO will expire on [January 31, 2019] June 30, 2020.

Side Letter - Labor-Management Subcommittee to Review the Promotional Process

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, 2019 – June 30, 2020, certain issues were raised by the Union relating to promotions of bargaining employees. As a result of those negotiations, it is hereby agreed that no later than July 31, 2019, a subcommittee shall be established pursuant to Article 34(C) of the collective bargaining agreement between the Employer and the Union to review the current MCFRS promotion policy and the promotional process applicable to bargaining unit employees, including the process for developing questions for promotional exams; and that no later than October 31, 2019, this subcommittee shall issue written recommendations for consideration in accordance with the procedure set forth in Article 34(C). Nothing herein is intended to authorize this subcommittee to draft or to make recommendations concerning specific questions to include on promotional exams.

Side Letter regarding Recommendations of the MCFRS CIRC Committee

The Union and the Employer shall enter a Memorandum of Understanding that is effective beginning 7/1/19 and which provides as follows:

If the recommendation of the Collision Incident Review Committee ("CIRC") is solely to remove NATD status, and the MCFRS Fire Chief concurs, restoration of the affected employee's driving status shall be implemented within seven (7) calendar days following the issuance of the Committee's recommendation.

If the recommendation(s) of the CIRC goes beyond restoration of NATD status or the Fire Chief declines to implement a CIRC Committee recommendation in whole or in part, the affected employee shall be notified of such decision, and the reason(s) therefore, within ten (10) calendar days following the issuance of the Committee's recommendation(s).

Side Letter – Clothing Items to Be Worn by Employees Assigned to FEI

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, 2019 – June 30, 2020, the Employer presented a proposal to amend Section 46.5 of the parties' collective bargaining agreement which addresses various clothing items to be worn by employees assigned to the Fire & Explosives Investigation Section. As a result of those negotiations, it is hereby agreed that the Employer shall withdraw said proposal and that the subject matter therein shall instead be referred to the Uniform Advisory Committee pursuant to Article 39 of the collective bargaining agreement.

Side Letter Art 31 Standing Committee

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, 2019 – June 30, 2020, the Union raised the issue of apparatus repair/maintenance reporting. As a result of those negotiations, it is hereby agreed that no later than July 31, 2019, a standing subcommittee shall be established pursuant to Article 34(C) of the collective bargaining agreement between the Employer and the Union that is authorized to consider the following (and other) issues:

- Apparatus defect reporting as it relates to submission to final reporting;
- Defects that might impact the safe operation of apparatus, and providing appropriate direction to the vehicle operators;
- Communication related to extended out-of-service time.
- Issues pertaining to improvement of the existing fleet management software.

Side Letter - Labor-Management Subcommittee to Draft a Peer Support Program

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, 2019 – June 30, 2020, the Union raised 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 no later than July 31, 2019, a subcommittee shall be 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; and that no later than October 31, 2019, this subcommittee shall issue written recommendations relating to such a program for consideration in accordance with the procedure set forth in Article 34(C).

SIDE LETTER EME SELECTION PROCESS

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, 2019 – June 30, 2020, certain issues were raised by the Union regarding the process whereby the County selects health care providers and the Employee Medical Examiner (EME) at the Fire and Rescue Occupational Medical Services (FROMS).

As a result of those negotiations, it is hereby agreed that the Union shall participate to the full extent allowed by law, rule, and regulation in the entire bidding process. However, it shall not include the right to veto the selection.

Side Letter – Fax Machines

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, 2019 – June 30, 2020, the Employer proposed to delete the term "facsimile machine" from Section F of Article 22 ("Prevailing Rights") of the parties' collective bargaining agreement. Upon agreement by the Union to this proposal, the Employer also agrees that bargaining unit employees shall not be required at any time to submit any document to either a County office or an office of a County contractor by means of facsimile transmission.

IN ARBITRATION

In the Matter of the Interest Arbitration Between:
MONTGOMERY COUNTY, MARYLAND

and

**Interest Arbitration,
Agreement Effective
July 1, 2019**

**INTERNATIONAL ASSOCIATION OF
FIRE FIGHTERS, LOCAL 1664**

Before M. David Vaughn, Arbitrator

OPINION AND AWARD

This proceeding between Montgomery County, Maryland ("Montgomery County," the "County" or the "Employer"), and the International Association of Fire Fighters, Local 1664 ("IAFF," "Local 1664" or the "Union") (together, the County and the Union are the "Parties" to the proceeding) takes place to determine the terms of an agreement setting the terms and conditions of employment for Union-represented employees of the County's Department of Fire and Rescue Services ("DFRS"). That agreement will succeed an agreement which will expire, by its terms, on June 30, 2019. (JX2)

The Parties engaged in collective bargaining with respect to the successor agreement and reached some tentative agreements, but were unable to agree on the terms of an overall agreement and reached an impasse. Pursuant to the *Montgomery County Code* [Chapter 33 (Personnel and Human Resources), Article X (Fire and Rescue Collective Bargaining), § 33-153 (Bargaining, impasse, and legislative procedures)], the Parties selected me as Mediator/Arbitrator. Mediation efforts were conducted January 16, 17, 18 and 24 and continued into February 1, 2019, which resulted in additional tentative agreements and brought the Parties closer together, but were unsuccessful in completely bridging the gap between them.

Throughout the proceeding, the Union was represented by Erick J. Genser, Esq., and Local President Jeffrey Buddle, and the County

was represented by Associate County Attorney Edward Haenftling, Jr., Esq. and Consultant William Scott.

The statutory impasse procedures provide that I am to select and award, on a total package basis, from the Last, Best and Final Offers ("LBFO"s) submitted by the Parties. Pursuant to agreement and my direction, the Parties exchanged and provided to me on January 25, 2019, their LBFOs. The Union's LBFO is Attachment A hereto; the County's LBFO as submitted, is Attachment B. The Union objected to one of the provisions contained in the County's LBFO and filed a Prohibited Practice Charge ("PPC") with Labor Relations Administrator ("LRA") Homer C. La Rue. The Union requested and received an expedited hearing and Decision and Order, which the LRA issued January 31, 2019 (JX1). LRA La Rue found in favor of the Union and ordered the removal of the objectionable provision from the County's LBFO and submission of an amended County LBFO. The LRA's Decision and Order is Attachment C hereto. The County's amended LBFO was submitted at the hearing and is Attachment D hereto. Throughout the proceeding, the Parties had further discussions with each other and with me to bridge the final gaps. Those efforts were not successful in resolving the impasse.

The arbitration hearing convened in Gaithersburg, Maryland, on February 1, 2019, and continued on February 2, 2019. In the proceeding, the Parties were each afforded full opportunity to present witnesses and documents and to cross-examine witnesses and challenge documents offered by the other. Witnesses were sworn but not sequestered. For the Union testified Local 1664 President Jeffrey Buddle, DPRS Lieutenant (Public Service Communications Center¹) Maria Brown, DFRS Lieutenant (Paramedic) Rich LaRocco, DFRS Lieutenant Francisco Martinez, DFRS Captain (and Local 1664 Recording Secretary) Brock Cline and Professor Elizabeth A. Paulin, Ph.D. For the County testified Senior/Lead Fiscal and Policy Analyst Corey Orlosky, PFM Group Consulting LLC Director Gregory C. Butler, Finance Director Alexandre A. Espinosa, Office of

¹ The Center is also referred to as the Emergency Communications Center ("ECC").

Management and Budget ("Budget") Director Richard S. Madaleno, Jr.,

Costing Consultant Laurie O'Brien, DFRS Battalion Chief Alan Butsch, DFRS Assistant Chief for Human Resources Elizabeth Sanford and Collective Bargaining Consultant William Scott.

Offered and received into the record during the hearing were Joint Exhibits 1-4 ("JX_"), Union Exhibits 1-17 ("UX_") and County Exhibits 1-6 ("CX_"). At the conclusion of the hearing on February 2, 2019, the evidentiary record was completed and, at the conclusion of the oral closing statements made by both Parties, the record of proceeding closed.

The Parties agreed that the items remaining in dispute as of the close of the hearing and subject to resolution through the Interest Arbitration process are Articles 17 (Special Duty Differentials), 19 (Wages) and 57 (Emergency Communications Center).

This Opinion and Award is based on the record of proceeding and considers the arguments of the Parties, as well as those factors listed in § 33-153, discussed *infra*. In accordance with the *Montgomery County Code* and by agreement of the Parties, I provided mediation assistance in the process; however, information and bargaining positions learned during mediation are not considered and are not relied on herein.

The analysis is conducted on the basis of the evidence adduced at hearing. The evidence is discussed, the positions of the Parties summarized and the LBFO awarded is announced below. As indicated, it is my responsibility to choose, on a total package basis, one or the other of the LBFOs submitted by the Parties as the more reasonable. The process does not allow for compromising between the two positions, picking and choosing elements of the two positions or awarding terms not presented by the Parties. The Award reflects my choice as well as the adoption of all uncontested provisions of the expiring agreement and of all disputed issues

with respect to which tentative agreement was reached in negotiations or the impasse process.

THE LBFOs OF THE PARTIES

The LBFOs of both Parties, as presented at hearing, include identical proposals for Sections 17.2 (Special Pay Differentials), 55.4 (Amount of Service Increment) and 55.8 (Postponement of Service Increments). During the hearing the Parties made clear that, although Tentative Agreements ("TA"s) had not been signed, the provisions of these three sections do not remain in dispute. Therefore, and notwithstanding the fact that proposals for Sections 17.2, 55.4 and 55.8 are contained in both LBFOs, they are deemed to be resolved between the Parties² and no further reference is made to them except in the Award.

Union LBFO

The Union's LBFO is contained in Attachment A and is here summarized. The Union proposes the following with respect to Article 17: in Section 17.1, delete pay differential for those assigned under ¶ C (Fire Code Compliance Section), amend compensation for those assigned under the remaining paragraphs (¶¶ A-B and former ¶¶ D-H (to be re-listed as C-G) from a specific dollar amount to a fixed percentage of 3.2% of Step H of the Fire Fighter III base pay (3.2% of the Captain, Step J, base pay for Fire Captain Serving as Station Commander), raise the \$407 compensation to \$500 for certified, but not assigned, employees, and add two pay differentials (3.2% of the Fire Fighter III, Step H base pay) for the Rail Operations Control Center ("ROCC") Fire/Rescue Liaison and Rail Officer, with \$500 for those who are

² The proposals for Section 17.2 change the pay differential for ALS Providers from a fixed dollar amount to 15% of the Fire Fighter III, Step H, base pay; Section 55.4 is simply eliminating reference to Appendices II or III; the change to 55.8 makes clear that the FY 2013 increment, which the County Council elected to not fund, "continue to be postponed through FY 2020" and that, effective July 1, 2019, eligible bargaining unit employees receive an annual service increment on their anniversary date.

certified to be ROCC Liaison (proposed new ¶¶ H and I, respectively).

As for wages, the Union proposes that Article 19, Section 19.1, ¶¶ C and D, be deleted and that a new ¶ C be added to require that, effective the pay period beginning November 10, 2019, the base salary for all bargaining unit employees be increased by 2.4%. In addition, the Union proposes, in Section 19.2A, that reference to Appendix II of the Agreement be deleted and, in Section 19.2D, that the pay plan adjustment which the County Council did not fund in FY 2011 "continue to be postponed through FY 2020."

Finally, with respect to the Emergency Communications Center ("ECC"), the Union proposes that Article 57, Section 57.2, be revised to reflect a two-tier differential, \$7,075 for those with greater prior training (radio/dispatch/EMD) and \$5,050 for those with the current (lesser) training (radio/dispatch). The Union also proposes to increase the differential for those who have certification to \$2,000 (from \$1,000).

County LBFO

The County's LBFO is contained in Attachment B. However, that

LBFO was modified by the Decision and Order of LRA La Rue. The LBFO, as modified (Attachment C), is here summarized. The County proposes the following with respect to Article 17: in Section 17.1, delete pay differential for those assigned under ¶ C (Fire Code Compliance Section), amend compensation for those assigned under the remaining paragraphs (¶¶ A-B and former ¶¶ D-H (to be re-listed as C-G) to \$2,307 (\$3,087 for Fire Captain serving as Station Commander) for those assigned and to \$500 for those certified, but not assigned, employees.

As for wages, the County proposes that Article 19, Section 19.1, ¶¶ C and D, be deleted and that a new ¶ C be added to require that, effective the first full pay period on or after July 1, 2019, the base salary for all bargaining unit employees be increased by

2.0%. In addition, the County proposes that, in Section 19.2A, reference to Appendix II of the Agreement be deleted and that, in Section 19.2D, the pay plan adjustment which the County Council did not fund in FY 2011 "continue to be postponed through FY 2020."

The County makes no proposal with respect to Article 57.

Summary of the Differences between the Two Proposals

The differences between the Union's proposal and the County's proposal are summarized as follows:

- Article 17: The Union proposal eliminates the fixed dollarpay differential for assigned employees and replaces it with a 3.2% pay differential and adds pay differentials for ROCC liaison and Rail Officers.

The County proposal amends the pay differential to \$2,307 (\$3,087 for Fire Captain serving as Station Commander).

- Article 19: The Union proposal increases the base salary by 2.4% effective the pay period beginning November 10, 2019.

The County proposal increases the base salary by 2.0% effective the first full pay period on or after July 1, 2019.

- Article 57: The Union proposal creates a two-tier differential for ECC employees (those who have greater versus lesser training) and increases the differential for those who have certification.

The County proposal contains no reference to Article 57. It would leave the present language intact.

POSITIONS OF THE PARTIES

The positions of the Parties in support of the adoption of their respective LBFOs, as modified by mutual agreement and by the Decision & Order of Labor Relations Administrator Homer C. La Rue, were set forth in the hearing and in oral opening and closing statements. They are paraphrased as follows:

The Union argues that the differences between the two LBFOs reduce to three primary disputed issues, on each one of which the Union proposal is the more reasonable, and with respect to which the Union's total proposal is clearly the more reasonable and must be adopted.

As to the issue of specialty team allowances, the Union argues that its proposal to change the way allowances are calculated from a straight dollar amount to a percentage allows for ongoing adjustments based on changes in wage rates, rather than requiring continual negotiation or - if adjustments are not agreed - to continual erosion of value. IAFF asserts that the cost of the proposal itself is \$147 per employee in 2020, without roll-up. It maintains that the Parties (through Captain Cline and Ms. O'Brien) are in substantial agreement that the cost of the Union's proposal is in the mid-\$60,000 range.

The Union also argues that its proposal to create two new allowances for the ROCC liaison and Rail Officer are well justified by the levels of additional training and responsibilities of the bargaining unit members who are assigned to those teams.

It asserts that the intent of the Union's proposal with respect to differentials is not to generate an increase in the dollar cost of differentials - contending that the percentage is no more than minimally larger than the current fixed-dollar amounts (last adjusted in 2014) - but to change the structure so that Fire Fighter total compensation does not lose even more relative to inflation than in the past.

The Union also argues that a second tier of allowances for ECC employees is justified by the introduction of a class of lesserqualified trainees, while giving the fully qualified ECC-Q (qualified) employees extra compensation for the highly stressful environment. It maintains that it has demonstrated good faith by agreeing to add a new, lower tiered differential for radio only dispatchers who will not be full performance dispatchers. It contends that paying the new trainees and ECC-Q employees the same differential would be unfair.

The Union points out that, for 2017, the Parties agreed in negotiations to a 1% GWA, to be effective in February, which the County Council did not fund. The Union urges that language be added to the footnote on p3, Section 19.1, indicating that the negotiated GWA is "postponed," rather than foregone. It concedes that the characterization is not binding on either the County Executive or the Council.

As to the GWA, which is the third issue, the Union points out that its proposal of a 2.4% annualized increase, beginning November 10, 2019 of the contract year, actually costs significantly less almost one million dollars less - than the County's proposed 2% GWA to take effect immediately after July 1.

The Union argues that the impact of the LBFOs in years beyond FY 2020 is irrelevant, since this is a one-year contract and the future negotiating environment cannot be ascertained. Moreover, asserts the Union, while the County argued that the annualized cost of the Union proposal in years beyond FY 2020 will be greater, it did not present evidence of such impact.

The Union points out that the Parties will be back at the bargaining table in November of this year and that County witnesses all testified that there are uncertainties as to revenue projection, which creates uncertainties as to the County's financial sufficiency. That said, the Union points to evidence presented by Dr. Paulin (UX16) that through FY 2022, the cumulative impact of the difference between the two proposals is \$350,000 in

each of the three years, which the Union argues is *de minimis* in a six billion dollar budget.

The Union urges that my decision must be justified based on criteria set forth in the County's collective bargaining law (JX4), selecting between the two LBFOs the one which is the more reasonable. It acknowledges that a core criterion is the County's ability to pay. That is particularly so where, as here, all of the disputed items are financial. However, points out the Union, the County does not claim inability to pay; and, in this unusual dispute, the cost of the Union proposal is less than that submitted by the County.

As to out years - those beyond FY 2020 covered by the proposed Agreement - the Union urges examination of the County's six-year Tax Supported Fiscal Plan Summary (UX17 and CX3). It contends that the County's general assertions about potential adverse economic conditions in the future is not matched by the County's own projections, which show significant year-over-year increases available for allocation to agencies throughout the length of the long-term plan, without a single year where there is a decrease.

It further points out that the County, through the testimony of OMB Director Madaleno, conceded that it has the ability to pay. While the Union concedes the possibility of unexpected events requiring fiscal response, it urges that nothing in the record shows that the County cannot easily pay the Union's proposal, either in FY 2020 or in out years.

The Union also reviewed other statutory criteria, including comparable compensation for firefighters in neighboring jurisdictions. It asserts that the proper comparison is base pay and benefit costs, as Dr. Paulin utilized, rather than a total cash compensation analysis presented by the County, which includes elements of unscheduled overtime and cash differentials which are not available to all employees. But realistically, concedes IAFF, there is little dispute on that issue.

The Union also disputes the County's reliance on a 2% cap on wage adjustments. It points out that there is no evidence that any other Union has accepted 2% or, indeed, that there is any pattern of such a settlement. Indeed, the Union asserts that the unwavering 2% ceiling is simply an arbitrary number, unsupported by either logic or calculation. IAFF contends that the bottom line is that the County has, and does not dispute, the ability to pay either LBFO. It maintains that the Union proposal is much less costly than that of the County and, therefore, more reasonable.

As to Section 17.1 differentials, the Union proposes new differentials - for the one person assigned as permanent liaison between the County and WMATA in the Rail Operations Control Center, and a lesser amount for those trained, qualified and assigned to back up that person, and the employees on the Rail Officer team - to the existing special duty definitions based on special skills beyond fire suppressor fire fighters. It asserts that the duties of these fire fighters are different, noting that the Rail Officer employees undergo specialized training and are subject matter experts who may be dispatched to Metro events and that they deserve special duty differentials. The Union maintains that, except for the back up ROCC liaisons who would receive \$500, the differential should be a percentage of pay for a partial step on the pay scale because, if the differential is a fixed amount and does not go up with the general wage increase, the recipients of special duty differentials are continually reduced relative to inflation.

The Union argues that, although the County has in place a differential for ECC employees, the County has created a class of dispatchers now in training who will have half the training of current ECC personnel and will have fewer than the full range of duties. It points out that the new group will be unable to answer/handle 911 calls but will be limited to dispatching.

The Union contends that it is unfair for the new group of ECC employees to receive the same differential as current employees and that the differential for these employees should be changed to

a two-tier system. It proposes, in order to keep a fair compensation system, to adopt the present assignment differential of \$5,050 for those newly graduating from training and to increase the current differential by \$2,000 per individual for those current personnel who are better trained and fully qualified (ECC-Q).

The Union urges adoption of its LBFO as the more reasonable.

The County acknowledges at the outset that its LBFO has been modified by the LRA, altering its intent. That said, the County does, not in this forum, contest the validity of the LRA's Decision and Order. Instead, the County submits its arguments based on the surviving provisions, which it contends still represent the more reasonable of the two alternatives.

The County also acknowledges unusual challenges in the FY 2020 bargaining cycle. It points out that County Executive Marc Elrich took office in the middle of bargaining and that the new Administration brought with it commitments to collaboration with the unions representing County employees. However, contends the County, it is also committed to maintain fiscal discipline and meet competing responsibilities to taxpayers. It points out that the Parties have reached agreement on a number of points (JX3) and are relatively close in their overall positions. The County argues that the evidence is that the Administration inherited a budget deficit, which has worsened in recent months. It urges that balance is required between the interests of taxpayers and County employees and that the County's LBFO, as altered, should be adopted.

The County argues that the evidence points to uncertainty as to future economic conditions and County revenues, which require restraint in the longer-term costs of collective bargaining agreements. The County characterizes the Union as asking me to disregard those uncertainties. However, urges the County, that is not a responsible way to approach its budgeting process.

As to the Union's proposals to change special differentials to establish new payments for ROCC Liaison and Rail Officers, establish a two-tier system for ECC and convert the allowances to a percentage of pay, the County contests the accuracy of the Union's cost calculations and, on a more basic level, argues that the Union presented insufficient evidence to compel the changes.

The County argues that it has a larger obligation to look to the welfare of its taxpayers. While it concedes it is not unable to pay the cost of the Union's proposal, it urges that the County must be allowed to use its money responsibly and to be careful not to make long-term commitments which may prove burdensome if conditions change.

The County argues that, over the years, other unions have agreed to a 2.0% GWA or less. It asserts that other unions have 2% packages before them in the present round of negotiations and implies that such packages will be adopted. The County argues that, in any event, the evidence does not establish that bargaining unit members are in a worse position than employees in other jurisdictions or than other County employees. It contends that adoption of the County's proposal will be sufficient to keep them in the same relative positions. Indeed, it maintains that there will be virtually no movement even if the Union's LBFO were to be adopted.

The County argues that Dr. Paulin's testimony to the effect that the County always produces more revenues than projected and that the budget process always results in more spending is misleading. It points out that Mr. Madaleno's testimony establishes that her explanation misstates how the County does budgeting, and that the required balanced budget is only obtained with ongoing, sometimes painful, reductions, eliminations and deferrals. The County contends that its LBFO takes an appropriate, balanced approach, putting the money up front and avoiding any "gimmicks."

The County argues that I may not ignore how the GWA awarded will affect future obligations. It urges that the County cannot limit its consideration to the single year covered by the contract. It contends that to accept the Union's LBFO and obligate the County to increased costs going forward would be fiscally responsible. The County urges adoption of its LBFO as the more reasonable.

DISCUSSION, ANALYSIS AND CONCLUSIONS

Interest Arbitration

Montgomery County Code § 33-153(i) establishes the process for resolution of bargaining impasses in the event the Parties are unable to resolve disputes as to the terms of new agreements through collective bargaining. It first provides for mediation. If that is not successful, the next step is interest arbitration. In advance of that proceeding, the Parties exchange and provide to the impasse neutral Last, Best and Final Offers. The statute provides that "the impasse neutral must select the final offer that, as a whole, the impasse neutral judges to be the more reasonable." I may not amend or compromise the offers, although nothing precludes the Parties from agreeing to modify the offers by mutual agreement.

The requirement that the impasse neutral select the most reasonable offer is intended to encourage the Parties to tailor their offers to be reasonable, thereby reducing the differences between them and moving toward what the bargaining process would have produced. Indeed, the reasonableness of the offers which is intended to result from the process provides continued encouragement to the Parties to bridge the last gaps and reach a voluntary settlement, even during the pendency of the arbitration. The Award is the "safety valve" of the process. It results from the failures of the bargaining process and of the continuum of opportunities for agreement that process presents.

The cited Section delineates the factors that I may consider in determining from the two LBFOs the more reasonable offer, those

factors which I must consider and the sequence in which the consideration must be given:

- (1) . . . the impasse neutral must first evaluate and give the highest priority to the ability of the County to pay for additional short-term and longterm expenditures by considering:
 - (A) the limits on the County's ability to raise taxes under State law and the County Charter;
 - (B) the added burden on County taxpayers, if any, resulting from increases in revenues needed to fund a final offer; and
 - (C) the County's ability to continue to provide the current standard of all public services.
- (2) After evaluating the ability of the County to pay under paragraph (1), the impasse neutral may only consider:
 - (A) the interest and welfare of County taxpayers and service recipients;
 - (B) past collective bargaining agreements between the parties, including the past bargaining history that led to each agreement;
 - (C) wages, hours, benefits and conditions of employment of similar employees of other public employers in the Washington Metropolitan Area and in Maryland;
 - (D) wages, hours, benefits, and conditions of employment of other Montgomery County employees; and
 - (E) wages, benefits, hours, and other working conditions of similar employees of private employers in Montgomery County.

After consideration of the County's ability to pay for additional expenditures, the cited provision lists the particular factors to be considered be considered. I am free to weigh any listed factor or factors more heavily than others [within the confines of §

33153(i) supra]. In point of fact, the factors listed are the factors which are generally taken into account by the Parties in their negotiations and by other arbitrators in interest disputes.

I have, in fact, specifically considered each of the factors described above³ in making this Award. I turn now to a review of the matters in dispute.

General Economic Conditions

The Parties do not dispute that the nation continues to be in the midst of a sustained economic expansion. Unemployment is low and predicted to remain so; employment is at record levels and predicted to continue rising. Inflation is low and projected to hold steady, that is, 2.4% for 2019 and 2020. (UX2) Any movement is likely to be upward, but modestly so. Furthermore, it is undisputed that the economic indicators for Montgomery County, one of the wealthiest jurisdictions in the nation, continue to be positive.

Application of § 33-153(i) (1) to Economic Evidence

County Revenues Are Projected to Rise in and after FY 2020

The evidentiary record persuades me that current and projected economic conditions are positive. Although there is necessary uncertainty when projecting revenues (and expenditures), the County's revenue projections are increasing and will continue to do so well into the next decade. The County concedes that Total Revenues and Transfers Available over the next six fiscal years (FY 2020 to FY 2025) are projected to increase by an average of 2.8% per year⁴ and Total Adjusted Governmental Revenues over the

³ The Parties submitted no evidence and made no arguments with respect to private sector employees in the County in comparable jobs. I do not find the circumstances of private sector employees in the County to be material in the analysis of the dispute and therefore give no weight to factor §33-153(i) (2) (E).

⁴ From an estimated \$4.97 billion in FY 2019 to a projected \$5.86 billion in FY 2025.

same six-year period are projected to increase by an average of 2.6% per year.⁵ (CX3, lines 9 and 62, respectively) Similarly, the County's Budgeted Reserves have increased steadily and substantially since FY 2011 and are projected to increase even faster in the last two fiscal years for which information is available, i.e., FYs 2019 and 2020. (CX4) The County continues to maintain an AAA bond rating, the highest possible rating.

Analysis of the Specific LBFO Provisions

General Comments

The County does not argue inability to pay, or fund, the Union's LBFO. It concedes it can do so. Nor does the County argue that it would only be able to fund the Union's LBFO by raising taxes or reducing the current standard of its public services. Rather, it argues that the Union's LBFO will present an added burden to County taxpayers because it would impose a higher base wage rate in years subsequent to the contract year at issue.

I am not convinced that the Parties' various comparators compel, or significantly impact, the choice between LBFOs. I note that the Parties' compensation analyses of the economic position of County Fire Fighters relative to those in other jurisdictions, by PFM and Dr. Paulin, are methodologically similar. Their results, as well, are similar. They both demonstrate that the County is competitive, i.e., in the middle, neither at the top nor the bottom of any ranking, of the selected comparator jurisdictions, although its competitive position with respect to compensation is somewhat better, varying by years of service, than its relative overall economic position. The analyses demonstrate, as well, that the costs of the two proposals are similar (with the Union's lower during the contract term) and that the County is readily able to fund either.

⁵ From an estimated \$5.24 billion in FY 2019 to a projected \$6.12 billion in FY 2025.

I turn now to discuss the operational and economic justifications for and impact of the specific proposals contained in the LBFOs, in Article order.

Article 17 (Special Duty Differentials)

Ms. O'Brien testified that the costs for assignment pay differentials (Section 17.1) under the two proposals - the County continuing, but raising, the dollar amounts for shift differentials and the Union changing the shift differential to a percentage - are "the same." Thus, the only difference between the LBFOs is that the Union proposes to add two new assignment pay differentials, one for the one person assigned to the ROCC, as well as the back-up ROCCs, and another for the 10 Rail Officers.

As for the Union's two new differentials, those permanently assigned would receive the same 3.2% differential and the back-up ROCCs would receive \$500 for their certification. The Union demonstrated, and the County did not dispute, that these positions have different duties and receive specialized training well beyond that of typical Fire Fighters and that the additional annual cost, approximately \$60,000, is *de minimis*, barely 1% of the total additional cost proposed under either LBFO and less than five onehundredths of 1% of the total cost of total bargaining unit salaries. I find that the addition of the two new differentials is appropriate.

It is undisputed that the County, like many jurisdictions throughout the country, has difficulty recruiting and retaining these employees. The evidence establishes that the Department is presently short 30 paramedic positions (out of approximately 200).

That shortage stresses the providers, increases overtime costs and has the potential to adversely impact the quality of services delivered to County citizens.

The County's original LBFO contained a lump-sum payment for currently credentialed ALS Providers (Sub-section B) as well as a

lump-sum bonus of \$5,000 for newly credentialed Providers and a requirement that they sign a contract committing them to maintain their certification for three years (Sub-section C). The latter was struck as a result of LRA La Rue's Decision and Order; the former was not impacted. Rather, the County deleted it voluntarily in its amended LBFO. That leaves only the proposal - the same in both the Union and County LBFOs - of a 15% special duty differential for credentialed ALS providers.

The recruitment and retention of paramedics is a County problem, not just a Union problem. The causes of the difficulties include, but are not limited to, money. The 15% pay differential is a start, but is unlikely to resolve the problem. I encourage the Parties consider additional, joint ways to improve the County's recruitment and retention efforts.

I find both proposals to be reasonable. Both could be improved.

Article 19 (Wages)

The County acknowledges that it is not claiming an inability to pay the Union LBFO's delayed 2.4% increase. It merely argues that it faces unusual challenges in FY 2020, e.g., County Executive Elrich took office in the middle of bargaining and is committed to maintaining fiscal discipline and meeting competing responsibilities to taxpayers and the Administration inherited a budget deficit which has recently worsened. None of these factors is unusual; indeed, every County administration must balance the interests of taxpayers and its employees, and the County frequently shows deficits in the middle of a fiscal year that are invariably - with varying combinations of pain and legerdemain - closed by the year's conclusion.

The Code provides that, when the County has the ability to pay for either LBFO, as I have concluded and the Parties concede it does, I may consider "past collective bargaining agreements between the parties." [§ 33-153(i)(2)(B)] Mr. Orlosky testified

that "the Parties" have found 2% to be a reasonable general wage adjustment ("GWA") "over the last few years" and that, since "general circumstances" are allegedly similar to those prior years, the County determined that it was appropriate to continue adjustments at that level.

As an initial matter, I note that there is little evidence in the record demonstrating that current "general circumstances" are similar to those of prior years; in fact, neither Party discussed the general circumstances that existed during prior negotiations. It is undisputed that the Parties' current two-year Agreement contains GWAs of 2.0% at the beginning of each year (JX2), although Mr. Butler conceded that the total 4.0% has yet to be realized due to delays. GWAs prior to FY 2018 are not contained in the record; however, the County's Compensation Analysis (CX2) suggests that, for the period July 1, 2013, through June 30, 2015, Fire Fighters received 6.0% in GWAs, an average of 3.0% per year, not 2.0%. The assertion of a past practice of 20% annual increases is, at the least, overblown.

The County offered no specific economic rationale for its insistence that its LBFO of 2.0% for FY 2020 was the more reasonable. In fact, the basis for its position appears primarily to be the fact that the new County Administration came up with that number, which it believed appropriate, and has been unwilling to budge from it. The fundamental premise of collective bargaining, however, is that the Parties will make a good-faith effort, through the process of give and take, to reach agreement on disputed issues. The County does not appear to have made such an effort, essentially capping bargaining with its 2.0% proposal, even despite the fact that the Union has offered a wage proposal that is actually less costly, in the contract year at issue, than the County's proposal.

It is undisputed that, for FY 2020, the Union's proposal of a 2.4% GWA, delayed so that it only becomes effective in the middle of the Agreement's fifth month, is actually less costly - according to the Union almost a million dollars less and according to the County approximately \$550,000 less (CX6) - than the County's 2.0%

proposal (which goes into effect at the beginning of the contract year). Mr. Espinosa expressed the County's concern that the Union's lower-cost proposal is nevertheless not appropriate because the additional 0.4% GWA goes into the employees' base salary and the County must always consider the impact of committing resources beyond the budget year and that "any commitment today will commit the future." In other words, the Union's proposal actually has a higher impact on the County budget because any increase that the County agrees to that will have an impact on future expenditures will have to be met because of the contractual commitment it has made. Mr. Madaleno referred to the commitment to preserve wages negotiated as a "sacred bond of trust."

The County's concerns are not necessarily the case. First, § 33-153(i)(2)(B) does not delineate costs to the County in years not covered by the contractual period in dispute as a consideration. More importantly, the County overstates the obligation created by any year's contractual wage rates. Each round of bargaining begins anew the setting of wage rates. Nothing legally vests the bargaining unit with any legal obligation to continue it. Instead, each round of bargaining proceeds from the conditions then prevailing, of which then-current wages rates is only one. The Parties have a well-established practice of postponing and/or eliminating previously negotiated increases, such as step increases and GWAs, when economic circumstances in subsequent years require it to do so.

The County's own calculations demonstrate, in any case, that the full impact of the Union's proposed 2.4% increase, which will not occur until FY 2021, is \$506,000 more than the County's proposed 2.0% increase. (CX6) Therefore, the additional cost of the Union's higher GWA in FY 2021 is actually less than the amount the County would save in FY 2020 by the delayed implementation until November provided for in the Union's proposal. As mentioned *supra*, if, after subsequent implementation of the full 2.4% GWA the County finds that its economic circumstances have changed such that the additional half-million-dollar cost has created a serious

financial problem, the Union has previously demonstrated its willingness to adjust or delay as necessary.

I find both wage proposals to be reasonable but I find the Union's proposal to be less costly - even including the year beyond the contract term - and more reasonable.

Article 57 (Emergency Communications Center)

The ECC is a vital component in the County's public safety system. ECC has been beset with staffing, operations and morale issues. In response, the County has a new employee class to increase staff at ECC.

The Union's LBFO proposes to increase ECC pay differentials for employees who have higher qualifications (radio/dispatch/EMD) but to leave the pay differential for ECC employees who have, or in the future will have, lower levels (radio/dispatch only) of qualifications, thus creating a two-tier system. The County made no proposal with respect to Article 57 but contested the accuracy of the Union's cost calculation and contended that the Union presented insufficient evidence to compel the changes. I note that the Union contends that the cost of this proposal will be \$109,391 while the County costs it at \$147,130, with an annualized cost of \$174,424. The Union concedes that it did not include the cost of eight new ECCs in FY 2020, an additional \$40,000. That may well account for the costing difference.

Providing classes of employees with very different levels of qualifications receiving the same level of extra pay is an anomaly. Raising the differential for the higher qualified group, while maintaining the previous differential for the less qualified group is a way to address the issue. It is more equitable than making no change. In any case, even if I were not separately in favor of the proposal, I am required to select one or the other LBFO and am not permitted to de-select a particular proposal, even if I find it objectionable.

Conclusion

Interest arbitration provides resolution of bargaining impasses when the parties are unable to reach agreement through bargaining and mediation. It is, therefore, an extension of the bargaining process; and the results are intended to approximate the result the bargaining process would have produced had it been successful, taking into account the statutory factors, but without the adverse consequences to the public interest which lack of agreement, labor strife or unilateral action might produce. I am persuaded, therefore, that, had the Parties been successful in their bargaining, they would have produced a similar, relatively cost-neutral successor agreement for FY 2020.

Both LBFOs cost approximately the same, with the Union's slightly less. Both LBFOs are essentially cost-neutral relative to inflation. Indeed, I am persuaded that the County's LBFO would slightly lag projected inflation. Although the Union's proposal for Article 57 contains a slight, albeit disputed, additional cost, its Article 19 GWA proposal actually costs more than a half-million dollars less than the County's proposal. And indeed, even when FY 2021 is taken into account, the additional cost of 0.4% won't cost as much additional as the County's LBFO.

The additional cost of the Union's assignment pay differentials is essentially the same as the County's proposal. The Union's LBFO reasonably adds the two additional specialities (Rail and ROCC), reasonably converts special differentials from flat dollar amounts to percentages. Both LBFOs provide extra pay for medics.

The County's contention that the Union's GWA should be rejected because, on its face, it exceeds the parameters established by the CAO is not persuasive; its further contention that the cost of the Union's GWA, in future years, will be greater than the County's is, for reasons stated, not correct for the contract year and the first out-year and less persuasive than other factors in later out-years, based on uncertainties and speculation.

Section 33-153 requires that I select that LBFO which "as a whole," I am persuaded is the "more reasonable." I conclude that the County has the ability to pay the Union's LBFO, pursuant to my consideration of § 33-153(i)(1), without requiring an increase in taxes or a reduction in the current standard of all public services. As to the five factors listed in sub-section (i)(2), I find that factor (A) favors the Union's LBFO, while factors (B), (c) and (D), in general are neutral and factor (E) is not supported by evidence from either Party and is of very limited relevance. For the reasons set forth herein, I conclude that, "as a whole," the Union's LBFO is the "more reasonable." The Award so reflects.

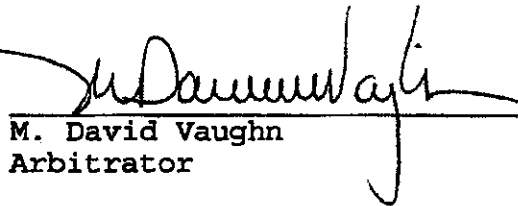
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A W A R D

The Union's LBFO is awarded. The County's LBFO is not awarded.

The Awarded terms of the collective bargaining agreement between the Parties for the period July 1, 2019 through June 30, 2020 shall consist of: (a) the Union's LBFO; (b) all of the provisions of the expiring agreement which are not included in the list of items in dispute; and (c) all of the terms which were tentatively agreed to, both on the basis of tentative agreement reached during negotiations and those based on informal negotiations during the mediation/interest arbitration process.

Issued at Clarksville, Maryland this 12th day of February, 2019.


M. David Vaughn
Arbitrator

Summary of Proposed Labor Agreement with IAFF Effective FY 2019

No.	Article	Subject	Summary of Change	Requires Appropriation of funds	Present or Future Fiscal Impact	Requires Legislative Change	Requires Regulation Change	Notes
1	6.3(B)	Annual Leave selection process	Employees assigned to a 40-hour or 42-hour workweek may select up to four days in rounds two through four and the days do not have to be consecutive or aligned Sunday through Saturday.	no	no	no	no	
2	7.7A	Sick Leave use	Required sick leave documentation will be submitted before the end of the employee's next shift after taking leave. Documentation will be electronically forwarded by employee and it will be approved via scheduling software. Upon reaching limitations on sick leave use, employee will receive notification that further use of leave may result in placement on sickleave restriction.	no	no	no	no	
3	9D	Administrative Leave related to Court or Agency Proceedings	Administrative leave for jury duty and or witness subpoenaed will be for full shift while serving and the leave will end two hours after excused (3 hours if out of County). If excused employee has discretion to use personal leave for remainder of shift and it will not count toward leave slots,	no	no	no	no	
4	17.1A.	Disposition of Assignment Pay Differentials	Hazardous Materials Level III Assignment: 3.20% of Fire Fighter III, Step H Base pay. Response Team Cert: \$500.	yes	Yes	no	no	See Fiscal Impact Statement
5	17.1B.	Disposition of Assignment Pay Differentials	Self Contained Breathing Apparatus Technician, Air Compressor Technicians and Meter Technicians Assignment: 3.20% of Fire Fighter III, Step H Base pay.	yes	Yes	no	no	See Fiscal Impact Statement
6	17.1C	Disposition of Assignment Pay Differentials	Fire Investigations Unit Assignment: 3.20% of Fire Fighter III, Step H Base pay.	yes	Yes	no	no	See Fiscal Impact Statement
7	17.1D	Disposition of Assignment Pay Differentials	Fire Captain Serving as Station Commander: 3.20% of the Captain, Step J base pay.	yes	Yes	no	no	See Fiscal Impact Statement
8	17.1E	Disposition of Assignment Pay Differentials	Technical Rescue Team Assignment: 3.20% of Fire Fighter III, Step H Base pay. Response Team Cert: \$500.	yes	Yes	no	no	See Fiscal Impact Statement
9	17.1F	Disposition of Assignment Pay Differentials	Swift Water Rescue Team Assignment: 3.20% of Fire Fighter III, Step H Base pay. Response Team Cert: \$500.	yes	Yes	no	no	See Fiscal Impact Statement
10	17.1G	Disposition of Assignment Pay Differentials	Primary Scheduler: 3.20% of Fire Fighter III, Step H Base pay. Backup Scheduler: \$500.	yes	Yes	no	no	See Fiscal Impact Statement

Summary of Proposed Labor Agreement with IAFF Effective FY 2019

No.	Article	Subject	Summary of Change	Requires Appropriation of funds	Present or Future Fiscal Impact	Requires Legislative Change	Requires Regulation Change	Notes
11	17.1H	Disposition of Assignment Pay Differentials	ROCC Fire/Rescue Liaison Assignment: 3.20% of Fire Fighter III, Step H Base pay. Certification: \$500.	yes	Yes	no	no	See Fiscal Impact Statement
12	17.1I	Disposition of Assignment Pay Differentials	Rail Officer Assignment: 3.20% of Fire Fighter III, Step H Base pay.	yes	Yes	no	no	See Fiscal Impact Statement
13	17.2A	Special Pay Differentials and Retention Bonuses	Beginning the first day of the first full pay period on or after July 1, 2019, all County-credentialed ALS providers will receive: 15% of Fire Fighter III, Step H Base pay.	yes	Yes	no	no	See Fiscal Impact Statement
14	17.5, .6 & 7	Special Duty Differentials	Employees entitled to differential upon completion of training and can lose it upon voluntarily leaving the specialty team. \$700 Training Incentive pay will be paid to employees who meet specific requirements. Float Officers are entitled to the differentials.	no	no	no	no	
15	19.1	Wages	Effective the pay period beginning November 10, 2019 the base salary for all bargaining unit members shall be increased by 2.4 percent.	Yes	Yes	No	No	See Fiscal Impact Statement
16	19.2	Salary Schedule	A. Deleted reference to Appendix II. D. Pay plan adjustment not funded by Council in FY11 shall be postponed through FY2020.	no	no	no	no	
17	22F	Prevailing Rights Workplace provisions	Remove reference to facsimile machine	no	no	no	no	

Summary of Proposed Labor Agreement with IAFF Effective FY 2019

No.	Article	Subject	Summary of Change	Requires Appropriation of funds	Present or Future Fiscal Impact	Requires Legislative Change	Requires Regulation Change	Notes
18	23.8	Joint Committee on Hours of Work	Joint committee will make strategic recommendations to County Executive, Chief Administrative Officer and the Fire Chief before October 31, 2019 regarding working hours.	No	No	No	No	
19	28.5	Notice of Transfers	Employee that is being temporarily assigned to MCFRS Admin Services Division during the first two weeks of the transfer shall only be required to work dayside on the weekdays they would otherwise have worked.	no	no	no	no	
20	31	MCFRS Apparatus Procurement and Maintenance	Rename article and outline procedure to document, record and provide notice of repairs to equipment. Procedure to commence no later than October 31, 2019	no	no	no	no	
21	35.1 A 6	Joint Health and Safety Committee	Copies of all materials in possession of Apparatus Specifications committee shall be forwarded to Joint Health and Safety Committee for review.	no	no	no	no	
22	35.1	Access to Behavioral Health Services	Employees receiving Behavioral Health Services from County providers may continue service for the first year of retirement.	no	no	no	no	
23	38.2 & 4	Grievance Process Step 2	Step 2 of the process will be filed with the Chief Administrative Officer or designee.	no	no	no	no	
24	38.5	Binding Arbitration	Grievance decisions of the Chief Administrative Officer or designee can be appealed to arbitration	no	no	no	no	
25	50.1	Duration	Parties agree to a one year contract. July 1, 2019 through June 30, 2020	No	No	No	No	
26	55.4A	Amount of Service Increments	Strike reference to Appendix II and III	no	no	no	no	
27	55.8	Postponement of Service Increments	FY13 increment shall continue to be postponed through FY2020. Effective July 1, 2019, eligible members shall receive an annual service increment on their anniversary date.	yes	Yes	no	no	See Fiscal Impact Statement
28	57.2A	ECC Pay Differentials	Special Duty Differential- Assignment(radio/dispatch/EMD) \$7,075 Assignment(radio/dispatch) \$5,050 Certification \$2000	yes	Yes	no	no	See Fiscal Impact Statement

Summary of Proposed Labor Agreement with IAFF Effective FY 2019

No.	Article	Subject	Summary of Change	Requires Appropriation of funds	Present or Future Fiscal Impact	Requires Legislative Change	Requires Regulation Change	Notes
29	Side Letter	MOU Recommendation of the MCFRS CIRC Committee	MOU to be created regarding Disposition of Committee recommendations if the Fire Chief concurs and or declines to implement.	no	no	no	no	
30	Dir 18-01	Partial Shift Casual Leave	Delete agreed to language and insert language regarding minimum of 1 hour in either leave period. Extend expiration date to June 30, 2020.	no	no	no	no	
31	Side Letter	Fax Machines	Remove term "facsimile machine" from Section F of Article 22 of CBA and parties agree that bargaining unit employees shall not be required submit any document by facsimile transmission.	no	no	no	no	
32	Side Letter	Clothing for Employees Assigned to FEI	Clothing reimbursement for employees in FEI unit will be referred to Uniform Advisory Committee pursuant to Article 39 of the CBA	no	no	no	no	
33	Side Letter	Review of Promotional Process	Creation of a joint subcommittee in accordance with Article 34C of the CBA to review current promotion policy and process for developing questions for exams and make recommendations by October 31, 2019	no	no	no	no	
34	Side Letter	Peer Support Program	Creation of a joint subcommittee in accordance with Article 34C of the CBA to study the creation of a peer support program for bargaining unit employees and make recommendations by October 31, 2019	no	no	no	no	
35	Side Letter	Selection of FROMS personnel	Agreed that the Union shall participate in the selection process for the health care providers and the Employee medical Examiner at the Fire and Rescue Occupational Medical Services. Union participation shall not include the right to veto the selection.	no	no	no	no	
36	Side Letter	Repair Standing Sub committee	Agreed to establish joint committee to report on apparatus repair/maintenance	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>Annual Cost</u>	
			<u>FY20</u>	<u>Beyond FY20</u>
17.1	Assignment Pay Differential	Increase in the Assignment Pay Differential to 3.2 Percent of Defined Salary	\$61,396	\$61,396
17.2	ALS Provider Differential	Increase in the ALS Provider Differential to 15 Percent of Defined Salary	\$814,205	\$814,205
19.1	Wages	2.4 Percent General Wage Adjustment in November 2018	\$1,526,415	\$2,333,372
19	Longevity	Longevity Step Increases of 3.5 Percent for Eligible Employees	\$89,760	\$166,222
55	Service Increments	Service Increment of 3.5 Percent for Eligible Employees	\$797,054	\$1,476,026
57.2	Special Duty Differential	Increase in the Special Duty Differential for Members Assigned to ECC to \$7,075	\$147,130	\$174,424
Total			\$3,435,960	\$5,025,645

Fire and Rescue Uniformed Management Pass-Through Estimates

<u>Item</u>	<u>Description</u>	<u>Annual Cost</u>	
		<u>FY20</u>	<u>Beyond FY20</u>
Wages	2.4 Percent General Wage Adjustment in November 2018	\$91,234	\$139,466
Service Increments	Service Increment of 3.5 Percent for Eligible Employees	\$5,072	\$9,393
Total		\$96,306	\$148,859

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

** No Fire and Rescue Uniformed Management is currently eligible to receive a longevity step in FY20.

Collective Bargaining Provisions Rejected by Council

Fiscal Year	Resolution #	Collective Bargaining items rejected by Council
FY06	15-1015	None
FY07	15-1471	None
FY08	16-164	None
FY09	16-577	None
FY10	16-970	FOP – PPV outside County IAFF – None MCGEO – Retirement Incentive Program
FY11	16-373	FOP – continuing imputed GWA, ¹ service and longevity steps, new multi-lingual pay, additional pay for Aviation unit, tuition assistance IAFF – continuing imputed GWA, service and longevity steps, 3.5% GWA, 3.5% pay adjustment, increased special pay, tuition assistance MCGEO – continuing imputed GWA, approved no wage increases
FY12	17-149	FOP – 3.5% service increment, retirement contributions, group insurance IAFF – retirement contributions, group insurance MCGEO – retirement contributions, group insurance
FY13	17-443	FOP, IAFF, MCGEO – group insurance
FY14	17-762	FOP, IAFF, MCGEO – group insurance
FY15	17-1111	FOP, IAFF, MCGEO – group insurance
FY16	18-150	FOP, IAFF, MCGEO – group insurance
FY17	18-506	FOP – 3.5% make-up step, group insurance IAFF – additional 1% GWA, group insurance MCGEO – 3.5% make-up step, group insurance, domestic partner benefits for opposite sex couples
FY18	18-823	FOP, IAFF, MCGEO – group insurance
FY19	18-1144	FOP, IAFF, MCGEO – group insurance

¹ Although the Council did not fund a GWA for any County employee for FY10, the Council did approve provisions in each collective bargaining agreement that required the calculation of regular earnings used to determine a retirement benefit to include the FY10 GWA that was never paid. In the FY11 budget, the Council rejected this “imputed compensation” provision and amended the retirement law to limit the effect of the imputed compensation to the calculation of regular earnings for FY10 wages only.

Explanations of Council Rejections

FY10:

1. The FOP Agreement provided that a police officer who lived within 15 miles of the County border could take his or her personal patrol vehicle (PPV) home and use it for personal use outside the County within 15 miles of the border. The Council rejected this provision as a costly benefit that would not provide a significant benefit to law enforcement in the County.
2. The MCGEO Agreement provided for a Retirement Incentive Program that was advertised to save money at the beginning of the recession. OLO did an extensive report showing that the Plan, as designed, would not save money and would instead cost the County significantly since it was not targeted to positions that did not need to be replaced. OLO showed that replacing higher paid employees with lower paid new employees would not save money in the future due to paying health insurance for both the retired employee and the new employee along with the cost of the financial incentive itself.

FY11:

1. The County was experiencing a significant drop in revenue due to the great recession. The Council rejected provisions in the Agreements that required the County to assume a GWA that was not paid in FY10 in calculating regular earnings for a retirement pension. An actuarial report showed that continuing this imputed compensation for retirement beyond the earnings recorded for FY10 would have a long-term significant cost to the County. The Council rejected this for all 3 unions.
2. Despite the recession, the IAFF Agreement provided for a 3.5% GWA and 3.5% service and longevity steps. The Agreement also provided for a 3.5% pay adjustment, an increase in special pay, and tuition assistance. The Council rejected all of these provisions due to lack of revenue.
3. The Council rejected all pay increases in any of the contracts and provided no funding for tuition assistance for any employee. The Council also required most employees to be furloughed to save additional money.

FY12:

1. The County was still suffering from the loss of revenue due to the recession (mostly a drop in income tax). The Council unilaterally increased the portion of group insurance paid by employees from 20% to 25% (unless the employee chose a cheaper HMO).
2. The Council also unilaterally increased the amount an employee in the defined benefit retirement plans must contribute and reduced the amount of employer contribution to the RSP or GRIP.
3. The Council also rejected a 3.5% service increment in the FOP Agreement. The IAFF and MCGEO agreed to no service increment and the Council approved this.

FY13: The Council continued the FY12 group insurance changes even though none of the Agreements reflected this change. The Agreements still show the outdated 80/20 cost share and the Council has rejected this in favor of the current 75/25 cost share each year since FY13. The Executive's FY20 Recommended budget uses the current 75/25 cost share. If the Council decides not to reject these provisions in FY20, the Council would have to find additional money in the budget to pay for the increase in group insurance.

FY17:

1. The Council decided to increase funding for MCPS to reduce class size. In order to do this, the Council raised property tax beyond the Charter Limit by a 9-0 vote. MCPS agreed to renegotiate their labor agreements to reduce the pay increases so that the extra funds could be used to hire more staff to reduce class size rather than pay existing staff more money. In recognition of the actions by MCPS, the Council rejected certain provisions in the Agreements with County unions that were out of line with MCPS.
2. The Council rejected the negotiated make-up steps for FOP and MCGEO that are back in the current Agreements.
3. The IAFF Agreement had a second 1% GWA to take effect later in the year in addition to the 1% GWA everyone else, including IAFF, was getting at the beginning of the year. The Council rejected the second 1% to keep them in line with the other Agreements.
4. MCGEO had negotiated an expansion of domestic partner benefits to opposite sex couples. In light of changes to Federal and State law permitting same sex couples to marry, the Council rejected this provision and also enacted a law removing all domestic partner employee benefits for all County employees.