


County Council Agenda Items: #1	Date: May 13, 2019
Subject: Action – Collective Bargaining Agreement with MCGEO	
Purpose: Final action – 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

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 adopted Resolution No. 19-87 indicating its intent to reject the provisions of the MCGEO Agreement that are subject to Council review.
- 2) The Council sent the Agreement back to the Executive to renegotiate the terms.
- 3) The Executive and MCGEO negotiated a revised Agreement for Council review.

DESCRIPTION/ISSUE

This item requires Council action on the revised MCGEO Agreement as described in the packet.

SUMMARY OF KEY DISCUSSION POINTS

1. Changing the GWA from 2.4% in November to 2.25% in December.
2. Changing the additional FY11 service increment from 3.5% in January 2020 to 1% in January 2020, 1.25% in July 2020 and 1.25% in July 2021.
3. Changing the lump sum from \$1200 to \$1000.

This report contains:

Council staff report	page 1
FY20 Council Decision Chart	A
Proposed Resolution	1


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MEMORANDUM

May 9, 2019

TO: County Council

FROM: Robert H. Drummer, Senior Legislative Attorney 

SUBJECT: Resolution to amend Resolution 19-87, indicating Council's intent regarding provisions of the Collective Bargaining Agreements with the Municipal & County Government Employees' Organization (MCGEO), Local 1994

PURPOSE: Action – Council to make recommendations and to vote on Resolution

Expected Attendees:

Gino Renne, MCGEO President
Karen Plucinski, Acting Human Resources Director
Corey Orlosky, OMB

Under the County Employees Labor Relations Law (County employees: County Code §§33-101 through 33-112), 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 §33-108(g)-(j).¹

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

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

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 adopted Resolution No. 19-87 indicating its intent to reject each provision of the MCGEO Agreement subject to Council review. The rejected items included:

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.

16. Group insurance.

The Council sent the Agreement back to the Executive to renegotiate the pay increases to reduce the overall cost. The Council designated Councilmember Rice to represent the Council to explain the Council's reasoning. Councilmember Rice met with the Executive's negotiators and MCGEO representatives during the week. The Executive and MCGEO renegotiated the Agreement and submitted it to the Council for its review and consideration on May 10, 2019.

The Council needs to review the Agreement and adopt a resolution amending Resolution No. 19-87 indicating its intent to approve or reject the provisions of the Agreement subject to Council review. A proposed amended resolution is at ©1. A Chart showing the provisions subject to Council review for all 3 collective bargaining agreements with the fiscal impact is attached to the cover sheet as A.

The renegotiated MCGEO Agreement makes the following changes.

1. The general wage adjustment would be changed to 2.25% on the first pay period beginning after December 8, 2019.
2. The 3.5% service increment that was not funded by the Council in FY11 would be phased in over 3 years. A service increment of 1% would be paid in FY20 during the first full pay period beginning after January 1, 2020. A service increment of 1.25% would be paid during the first full pay period beginning after July 1, 2020. A service increment of 1.25% would be paid during the first full pay period beginning after July 1, 2021. **The second and third installment of the FY11 service increment would occur in FY21 and FY22 and are therefore not part of the FY20 operating budget, but they would have a future fiscal impact.**
3. Reduced the \$1200 lump sum for members not eligible for a service increment in FY20 to \$1000.
4. All other provisions in the MCGEO Agreement would remain the same as submitted on April 1, 2019.

The Phased-in FY11 Service Increment

The Council approves the operating budget for 1 year only. Code §33-108(c) provides that a collective bargaining agreement must cover at least 1 year but no more than 3 years. However, the Council does not act on provisions that are scheduled to take effect in later years until the Council considers the operating budget for the year the item is scheduled to take effect. See, Code §33-108(m). The Council does not need to act on the 1.25% additional service increment that would take effect in July 2020 and the 1.25% additional service increment that would take effect in July 2021 until the Council considers the operating budget for those fiscal years.

However, Code §33-108(g) states:

In each proposed annual operating budget, the County Executive must describe any collective bargaining agreement or amendment to an agreement that is scheduled to take effect in the next fiscal year and estimate the cost of implementing that agreement. The employer must submit to the Council by April 1, unless extenuating circumstances require a later date, any term or condition of the collective bargaining agreement that requires an appropriation of funds, or the enactment or adoption of any County law or regulation, **or which has or may have a present or future fiscal impact.** (emphasis added)

The second and third years of the FY11 phased-in service increment would have a significant future fiscal impact on the County's budget. Council staff believes that Council approval of the second and third years of the FY11 additional service increment in FY21 and FY22 would eliminate a significant portion of all the future savings from the renegotiated Agreement. If the Council decides to approve the renegotiated Agreement, Council staff recommends including a statement that the Council does not approve the second and third years of the additional service increment.

This packet contains:

Renegotiated MCGEO Agreement

Circle #

1

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OFFICE OF THE COUNTY EXECUTIVE
ROCKVILLE, MARYLAND 20850

Marc Elrich
County Executive

MEMORANDUM

May 10, 2019

TO: Nancy Navarro, President, County Council

FROM: Marc Elrich, County Executive *Marc Elrich*

SUBJECT: Memorandum of Agreement between the County and MCGEO

RECEIVED
MONTGOMERY COUNTY
EXECUTIVE

2019 MAY 10 09 29 57

I am pleased to submit to the Council today a revised agreement with the Municipal & County Government Employees Organization (MCGEO) concerning fair and prudent compensation increases for our County Government's hardworking and dedicated employees. I am submitting this revised contract in response to the Council's vote to reject the initial contract submitted with my FY20 Recommended Budget. The provisions of the revised contract, when combined with similar changes in compensation for our non-represented employees, reduces total expenditures in FY20 by \$4 million. Also attached to this transmittal memo is the revised FY19 closeout forecast resulting from the recently completed analysis of third quarter expenditures. Due to this revised forecast, we will need to budget all of the savings from the changes in compensation in the Revenue Stabilization Account to ensure the County meets our 10 percent reserve policy goal by the end of FY20.

In rejecting the initial contract, the Council indicated its objection to restoring one service increment for MCGEO employees who had given up three service increments during the years of the Great Recession. It is important to note that the County's two other unions, the Fraternal Order of Police (FOP) and the International Association of Fire Fighters (IAFF) have had the restoration of two deferred increments supported and funded, including one restored increment for the FOP adopted by the Council just last week. Prior Councils have also supported and funded the restoration of increments for the three bargaining units within the Montgomery County Public Schools. The revised contract proposal I am recommending would restore one postponed service increment over the next three years. It would also provide a one-time \$1,000 lump sum payment for the MCGEO employees who are no longer be eligible for service increment, an amount in line with the FOP contract.

Despite reports to the contrary, the original MCGEO contract I sent over would not have increased compensation by 9.4 percent for MCGEO employees. In fact, the initial contract with MCGEO would have increased compensation expenditures by a manageable 3.5

percent. This revised contract will result in a 3.0 percent total increase in compensation costs for MCGEO employees. In comparison, the FOP and IAFF contract increases are 3.4 percent and 3.5 percent respectively.

While some have compared the MCGEO increases to teacher compensation, there are meaningful differences in compensation policies that are important to note. For example, teachers are eligible for service increments every year for 20 years, while the County's salary schedule is designed for a maximum of 15 increments. I greatly value our public school teachers, but I equally value our dedicated MCGEO workers who include social workers, bus drivers, school nurses, sheriff deputies, and correctional officers.

While I thought the original contract I negotiated was a fair deal for workers and the County, I appreciate MCGEO's willingness to return to the bargaining table, and I believe the renegotiated contract addresses the Council's concerns and recognizes some of the past sacrifices our employees have made for the general good of the County.

ME:rsm

Attachment

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

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.

On April 30, 2019, the Montgomery County Council rejected all provisions of the submitted agreement. Pursuant to Section 33-108 of the Montgomery County Code, the parties returned to negotiations and have reached a subsequent Agreement.

Please use the following key when reading this agreement:

Boldface	Heading or defined term.
<u>Underlining</u>	Added to existing Collective Bargaining Agreement.
[Single boldface brackets]	Deleted from existing Collective Bargaining Agreement.
<u>Double Underlining</u>	Added by amendment.
[[Double boldface brackets]]	Deleted from existing or proposed changes to the Collective Bargaining Agreement.
* * *	Existing language unchanged by proposed Agreement.

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]]~~ December [1] ~~[[24]]~~8, [2017] 2019, each unit member shall receive a [2.0] ~~[[2.4]]~~2.25 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]]~~\$1,000 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 and phased in over three years, with the first phase of the 3.5 percent occurring as a 1 percent increase effective during the first full pay period following January 1, 2020. The second phase of 1.25 percent shall be granted during the first full pay period after July 1, 2020, and the third phase of 1.25 percent shall be granted during the first full pay period after July 1, 2021. 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 or FY2021. Continued deferment of these increments does not prohibit the parties from discussing alternate resolutions in future collective bargaining negotiations.

* * *

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] 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 Countywide³ LMRC. The Countywide 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 safety 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.

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. Haenftling, 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:

J. Thomas Manger

Chief, Department of Police

FOR THE UNION:

Gino Renne

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:Z411999, 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

FY20 COUNCIL DECISION CHART FOR COLLECTIVE BARGAINING AGREEMENTS

General Wage Adjustments

	Provision	Agreement	Executive's Budget	Council Decision	FY20 Fiscal Impact
1A1	MCGEO GWA	2.4% after 11-24-19	2.4% after 11-24-19		\$6,105,562
1A2	MCGEO 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	MCGEO 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	MCGEO 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	MCGEO Longevity Increments of 3% or 3.5%	3% or 3.5%	3% or 3.5%		\$249,939
4A2	MCGEO 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 24years		\$89,760

Lump Sum Payments

	Provision	Agreement	Executive's Budget	Council Decision	FY20 Fiscal Impact
5A	MCGEO 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

Resolution No.: _____
Introduced: May 13, 2019
Adopted: _____

**COUNTY COUNCIL
FOR MONTGOMERY COUNTY, MARYLAND**

Lead Sponsor: County Council

SUBJECT: Amendment to Resolution No. 19-87 concerning the Collective Bargaining Agreement 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.
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.
5. The County Council considered these terms and conditions and indicated its intention regarding the appropriation of funds, or any legislation or regulations required to implement the agreement on April 30, 2019.
6. The County Council adopted Resolution No. 19-87 on April 30, 2019 indicating its intent to reject each of the terms and conditions of the Agreement subject to Council review and providing the Executive and the MCGEO an opportunity to renegotiate the Agreement.
7. The Executive and MCGEO renegotiated the Agreement and the Executive submitted the revised Agreement to the Council for consideration on May 10, 2019. The revised Agreement changed the GWA to 2.25% in December 2019 and changed the 3.5% additional FY11 service increment to 1% in January 2020, 1.25% in July 2020, and 1.25% in July 2021. The revised Agreement also reduced the lump sum from \$1200 to \$1000.

Action

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

The County Council intends to approve each of the provisions of the Renegotiated Agreement subject to Council review for FY20 except:

1. 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;
2. the 1.25% additional FY11 service increment payable in July 2020; and
3. the 1.25% additional FY11 service increment payable in July 2021.

This is a correct copy of Council action.

Megan Davey Limarzi, Esq.,
Clerk of the Council

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