

MEMORANDUM

TO: County Council

FROM: Robert H. Drummer, Senior Legislative Attorney 

SUBJECT: **Action:** Amendments to County government collective bargaining agreements

MFP Committee Worksession

The Management and Fiscal Policy Committee worksession scheduled for July 26, 2010 was cancelled due to the severe storm and resulting widespread power failure throughout the County.

Compensatory Leave

The Council received a supplemental memorandum from the County Executive in support of the 3 collective bargaining agreements with the FOP, IAFF, and MCGEO on July 26, 2010. The Executive provided additional arguments in support of the award of compensatory leave in all 3 agreements, the tuition assistance provision in the FOP agreement, and the suspension of the random drug testing in the IAFF agreement.¹ A copy of this memorandum is at ©1-6. The Executive's memorandum contains several additional arguments in support of his conclusion that the award the equivalent of 117 work years of compensatory leave to all County employees has no fiscal impact on the County. The response to this argument from the Office of Legislative Oversight is at ©7- 9.

Random Drug and Alcohol Testing

The supplemental memorandum from the Executive points out that the "staff packet does not mention that the IAFF previously agreed to such testing in exchange for other provisions you (the Council) rejected." This statement is correct. However, the memorandum from the Executive submitting the most recent agreement with the IAFF did not explain the rationale behind the agreement to suspend random drug and alcohol testing. The only explanation for this agreement was located in the OMB fiscal impact statement. The fiscal impact statement concludes that the suspension of the random drug and alcohol testing would save the County \$34,280 in FY11, which would be used to partially offset the cost of the additional special pay for ALS providers.

¹ The Executive memorandum ignores the agreement with the IAFF to increase special pay for ALS providers and to eliminate the FROMS program exercise physiologist position.

The supplemental memorandum further argues that the IAFF would not agree to the random drug and alcohol testing provision that it had agreed to previously since the Council had rejected certain unspecified provisions last May. However, County Code §33-153(p) only permits the parties to renegotiate “matters that the Council has indicated its intention to reject.” Therefore, the previously agreed to provision for random drug and alcohol testing was outside the limited scope of the “further negotiations” authorized by the Council’s rejection of pay increases last May under §33-153(p).

Alternative Proposed Resolutions

The Council introduced proposed resolutions approving the 3 collective bargaining agreements on July 20, 2010 at the request of the County Executive. Since the July 26 MFP Committee worksession was cancelled, Council staff has attached 3 proposed resolutions for Council consideration tracking the recommendations of Council staff. The alternative proposed resolution for the FOP is at ©10-11, for the IAFF at ©12-13, and for MCGEO at ©14-15. Each of these proposed resolutions contains an amendment to Council Resolution No. 16-1373 Approving the FY11 Operating Budget for the County Government that would clarify the Council’s intent to prohibit the award of the additional compensatory leave in these recent out-of-cycle agreements in response to the County Attorney’s Opinion dated July 22, 2010.

<u>This packet contains:</u>	<u>Circle #</u>
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OFFICE OF THE COUNTY EXECUTIVE
ROCKVILLE, MARYLAND 20850

Isiah Leggett
County Executive

MEMORANDUM

July 23, 2010

TO: Nancy Floreen, President, County Council

FROM: Isiah Leggett, County Executive

SUBJECT: Collective Bargaining Agreements

This memorandum is intended to convey my continuing and strong support for the Memorandum of Agreements (MOA) with the Montgomery County Career Fire Fighters Association (IAFF); Municipal and County Government Employees Organization (MCGEO); and the Fraternal Order of Police (FOP) which the Council will consider and act on in the coming week and which affect all County employees.

The County continues to face difficult fiscal challenges. Over the past four years, I have worked with the Council and with County employees to make the difficult choices to reduce the size of the County budget, which have included significant sacrifices by County employees, in order to produce a more sustainable budget.

In negotiating these agreements, I considered both the significant and painful sacrifices and concessions made by County employees in both the FY10 and FY11 budgets as well as our need to work closely with our County employees in the coming years as we continue to meet our fiscal challenges and provide critical community services during these difficult economic times.

Several issues have been raised about these MOAs, which should be addressed so that the Council has an accurate understanding of the context and impact of these agreements.

1. Compensatory Leave: As stated in the Office of Management and Budget's (OMB) fiscal impact statement, the compensatory leave improvements contained in these agreements do not have a fiscal impact because they do not require any additional appropriation and the leave can not be taken if it would result in backfill with overtime, and the leave can not be paid out in any fiscal year.

I very strongly disagree with the Office of Legislative Oversight's (OLO) description of the fiscal impact of these agreements. OLO maintains in its estimate that compensatory leave will result in additional costs to the County Government in two ways: 1) compensatory leave is taken as an alternative to using annual leave and results in higher leave balances that would be available for cash out at the end of an

Nancy Floreen, President, County Council
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employment with the County; and 2) the award of compensatory leave induces an employee to increase the amount of time away from work.

The OLO analysis neglected to mention that maximum caps exist for annual leave for all County employees which limit the amount of carryover and subsequent leave payouts (see attached chart).¹

The OLO estimate is misleading in that it implies that the subject agreements will result in \$7 million in additional unbudgeted costs for the County Government. This is absolutely not the case.

Even the OLO analysis itself admits that the time away from work as a result of the compensatory leave **“does not affect the amount of public dollars expended.”**

Further, the OLO analysis is inconsistent with its earlier analysis of the impact attributed to the furlough leave imposed on all County Government employees. In the case of furlough leave, the only fiscal impact identified by both OLO and OMB was the reduction in pay and benefits (Social Security contribution) to County employees. While unpaid, furlough leave would have the same purported impact as the additional compensatory leave in that it could result in employees carrying a higher annual leave balance available for cash out at the end of his/her employment.

In addition, the furloughs increase the amount of time away from work, yet such a fiscal impact was not quantified by OLO in its review of either the Executive's or the Council's furlough plans.²

The fact is that neither furlough leave nor compensatory leave have the “fiscal impact” described in the OLO analysis. Given the conditions placed on furlough leave in Council Resolution 16-1373 and in the subject MOA's on the additional compensatory leave, neither requires an additional appropriation or the additional expenditure of public funds.

As per the opinion of the County Attorney, this provision requires neither an appropriation nor a legislative change by the County Council. I am sharing it with you as “information only” – as per Council directives from our late good friend Marilyn Praisner, who wanted the Council to see all parts of an agreement, not just those that required approval.

Further, the Council staff recommendation on the compensatory leave provision fails to consider that this benefit was exchanged as part of the give and take of the collective bargaining process. I can not simply reject the Union's proposals as the Council is in the position to do so, but rather I must negotiate in good faith with our employee representatives and take into consideration the significant concessions they have already made in developing the FY11 budget.

The staff analysis unfortunately leaves out that arithmetic.

Let's take a good look at the concessions I negotiated and the Council supported and the other changes to the pay and benefits that we have jointly supported to help get this County through these difficult fiscal times.

¹ As the attached chart indicates, the cap provisions vary depending on date of hire and hours worked per year, but generally the maximum leave carryover per year is 240 hours for most employees. The average annual leave balance for County employees is 173.4 hours.

² OLO conceded that time away from work “does not affect the amount of public dollars expended...” but only “...represents a measurable reduction in service received for government expenditures.”

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These County Government savings totaled \$28.8 million in FY10 and \$32.6 million in FY11 when you take into account the elimination of COLAs, steps and increments, tuition assistance, as well as furloughs for all County Government employees, and the elimination of the calculation of imputed compensation from retirement benefits. These concessions and other savings represent substantive, real, continuing savings that address the County's immediate and long-term fiscal needs.

The granting of additional leave is a reasonable and modest concession in light of the sacrifice and concessions made by County employees. In the Council's initial rejection of provisions in these contracts, you made it clear you wanted nothing that would require additional appropriations. This does not.

2. Tuition Assistance: The MOA with the FOP included a provision for \$135,000 for tuition assistance in FY12. As the Council staff packet notes, capping the program at \$135,000 produces significant savings over previous FOP tuition expenditures which were approximately \$450,000 and at the same time preserves a valuable career development program for the County's police officers. You will recall that previous contracts permitted FOP members alone to continue to receive tuition assistance, even after the appropriated amount was expended, up to a maximum of \$1,730 for each police officer. As you know, we have not funded any part of the Tuition Assistance program in FY11.

I would also note that this item remains subject to the appropriation process and Council can defer this issue as part of the FY12 budget approval process.

3. Random Drug and Alcohol Testing: Except for those with commercial drivers' licenses and undercover police officers, there is currently no random drug testing of County employees, including fire fighters.

The staff packet does not mention that the IAFF previously agreed to such testing in exchange for other provisions you rejected. Since those provisions were not approved, the IAFF would not agree to include the provision in the renegotiated agreement.

In closing, I believe supporting these agreements is the right thing to do – especially in light of the millions of dollars in economic concessions made by our employees in the FY11 budget and especially to sustain employee morale in these difficult times.

Leadership means looking beyond the short-term to the medium and long-term. As we work to continue to put our fiscal house in better order and to restructure and make more effective our County government, we are going to need to work with our County employees – whether represented or unrepresented -- as partners.

We are not out of the "fiscal difficulties" woods yet – not by a long shot – and we may need to engage our employees in further sacrifices and changes in the coming years.

Rejection of these MOAs will send a very negative message to our employees during these very stressful and difficult economic times – times in which they are already doing more with less. I urge the Council to approve these agreements.

IL:cs

Attachment

Annual/Comp/Sick Leave Accrual and Roll-Over

MCGEO

- Annual Leave
 - Accrues at 120 hours/year for employees with less than 3 years of service, 160 hours/year for employees with 3-15 years of service, 208 hours/year for employees with more than 15 years of service.
 - Employees hired before 12/31/56 may accumulate a maximum of 560 hours, employees hired between 1/1/57 and 7/1/72 may accumulate up to 320 hours, employees hired after 7/1/72 may accumulate a maximum of 240 hours. At the end of the calendar year, any annual leave in excess of these maximums is converted to sick leave. Subject to budget limitation up to 50% of the excess hours may be paid out instead of rolling to sick leave.
- Sick Leave
 - Employees accumulate sick leave at 120 hours/year.
 - There is no maximum to the amount of sick leave that can be accrued.
- Comp Leave
 - Comp leave balances of up to 80 hours can be rolled over from year to year. Any balance over 80 hours is to be paid out at the end of the year or rolled over for one year at the employee's option.

FOP

- Annual Leave
 - Accrues at 120 hours/year for employees with less than 3 years of service, 160 hours/year for employees with 3-15 years of service, 208 hours/year for employees with more than 15 years of service.
 - Employees hired before 12/31/56 may accumulate a maximum of 560 hours, employees hired between 1/1/57 and 7/1/72 may accumulate up to 320 hours, employees hired after 7/1/72 may accumulate a maximum of 240 hours. At the end of the calendar year, any annual leave in excess of these maximums is converted to sick leave. Subject to budget limitation up to 50% of the excess hours may be paid out instead of rolling to sick leave.
- Sick Leave
 - Employees accumulate sick leave at 120 hours/year.
 - There is no maximum to the amount of sick leave that can be accrued.
- Comp Leave
 - Comp leave balances of up to 120 hours can be rolled over from year to year. Any balance over 120 hours is to be paid out at the end of the year or rolled over for one year at the employee's option..

IAFF

- Annual Leave
 - Bargaining unit employees with less than 3 years of County service earn annual leave at the rate of 120 hours per leave year. Full-time employees

with at least a minimum of 3 years, but less than 15 years of County service earn annual leave at the rate of 160 hours per leave year. Full-time employees with 15 years or more of County service earn annual leave at the rate of 208 hours per leave year. Bargaining unit employees assigned to a 2,496-hour work year earn annual leave at the following rates: Less than 3 years County service - 144 hours per leave year; with at least a minimum of 3 years but less than 15 years of County service - 192 hours per leave year; with 15 years or more of County service - 249 hours per leave year. Further, Bargaining unit employees assigned to a 2,184-hour work year earn annual leave at the following rates: less than 3 years County service - 126 hours per leave year; with 3 years but less than 15 years of County service - 168 hours per leave year; with 15 years or more of County service - 219 hours.

- An employee who began work on or before December 31, 1956, may accumulate annual leave up to a maximum of 560 hours, provided the employee has been continuously employed since that date. An employee assigned to a 2,496 or 2,184-hour year and who meets this condition may accumulate annual leave up to a maximum of 672 or 588 hours respectively. An employee who began work on or before December 31, 1956, who subsequently has used accumulated annual leave in excess of 320 hours for the purposes of purchasing retirement service credits may only accumulate annual leave up to a maximum of 320 hours. Bargaining unit employees assigned to a 2,496 or 2,184-hour work year and who meets this condition may accumulate annual leave up to 384 or 336 hours respectively. An employee hired on or after January 1, 1957, but prior to July 1, 1972, may accumulate annual leave up to a maximum of 320 hours. A bargaining unit employee assigned to a 2,496 or 2,184-hour work year and who meet this condition may accumulate annual leave up to 384 or 336 hours, respectively. An employee hired on or after July 1, 1972, may accumulate annual leave up to a maximum of 240 hours. A bargaining unit employee assigned to a 2,496 or 2,184-hour work year and who meets this condition may accumulate annual leave up to 288 or 252 hours, respectively.

- Sick Leave

- Bargaining unit employees assigned to a 2,496-hour work year earn 144 hours of sick leave per year. Bargaining unit employees assigned to a 2,184-hour work year earn 126 hours of sick leave per year. Notwithstanding the accrual rate provided for above, employees in the bargaining unit who work a schedule of 2,080 hours in the work year earn 120 hours of sick leave per year.
- There is no maximum to the amount of sick leave that can be accrued.

- Comp Leave

- A bargaining unit employee who has a compensatory time balance in excess of 80 hours at the end of the leave year (96 hours for an employee assigned to a 2496-hour work year) may elect to be paid for the excess hours by the first pay period following March 15 of the succeeding year or

to carry them over for one year. The carry-over of excess compensatory time must be reduced by no later than December 31 of the succeeding leave year.

Personnel Regulations

- Annual Leave
 - Accrues at 120 hours/year for employees with less than 3 years of service, 160 hours/year for employees with 3-15 years of service, 208 hours/year for employees with more than 15 years of service.
 - Employees hired before 12/31/56 may accumulate a maximum of 560 hours, employees hired between 1/1/57 and 7/1/72 may accumulate up to 320 hours, employees hired after 7/1/72 may accumulate a maximum of 240 hours. MLS can carryover 320 hours, former State/County employees may carry a maximum of 400 hours. At the end of the calendar year, any annual leave in excess of these maximums is converted to sick leave. Subject to budget limitation up to 50% of the excess hours may be paid out instead of rolling to sick leave.
- Sick Leave
 - Employees accumulate sick leave at 120 hours/year.
 - There is no maximum to the amount of sick leave that can be accrued.
- Comp Leave
 - Comp leave balances of up to 80 hours can be rolled over from year to year. For exempt employees any balance over 80 hours is to default to sick leave at the end of the year or be rolled over for one year at the employee's option. For non-exempt employees any balance over 80 hours is to be paid out at the end of the year or rolled over for one year at the employee's option.

MEMORANDUM

July 26, 2010

TO: Robert Drummer, Senior Legislative Attorney

FROM: Aron Trombka,^{AT} Senior Legislative Analyst
Office of Legislative Oversight

SUBJECT: Fiscal Impact of Compensatory Leave Awards

As you requested, this memo briefly responds to the County Executive's July 23 memo to the Council President on collective bargaining agreements. Specifically, this memo addresses the Executive's comments regarding the fiscal impact of awarding compensatory leave.

Introduction: Compensatory time is paid time off. Presumably, an employer awards paid time off with the expectation that the employee will, in fact, use the leave. Services delivered by employees during their work time have value; therefore, the reduction of hours worked (without a corresponding reduction in pay) represents a loss in value for County taxpayer dollars. Measured in dollars, the compensatory time awards proposed by the Executive reduce the value of services provided by County Government employees by about \$7 million (as detailed in my July 7 memo).

Below, I reprint four comments from the Executive's memo followed by my response.

1. CE Comment: *"The compensatory leave improvements contained in these agreements do not have fiscal impact because they do not require any additional appropriation and the leave can not be taken if it would result in backfill with overtime, and the leave can not be paid out in any fiscal year."*

Response – Appropriation: By stating the leave awards do not have a fiscal impact because they do not require any additional appropriation, the Executive adopts an unreasonably narrow interpretation of the term "fiscal impact." Indeed, in other contexts, the County Government considers paid time off to have a fiscal impact despite the absence of an appropriation.

- The County's Comprehensive Annual Financial Report (CAFR) identifies unused annual and compensatory leave as long-term liabilities that reduce overall net government assets. In other words, the award of leave creates a future liability against the County fund balance, similar to issuing long-term debt. This liability exists independent of whether an appropriation is needed to award the leave.

- As mentioned in my previous memo on this topic, a June 18, 2010 CountyStat presentation identified compensatory leave as one of the factors that affects worker availability. To demonstrate the fiscal impact of worker unavailability, the CountyStat presentation estimated the cost of 60 hours of compensatory leave provided to top-of-grade employees in FY10 at \$2.8 million. Once again, a fiscal impact exists even in the absence of an appropriation.

As illustrated in the above two examples, the need for an appropriation is not the sole determining factor of fiscal impact. As described in the introduction to this memo, the award of compensatory has a clear fiscal impact – the reduction in service to the public – with or without the requirement for a change in appropriation.

Response – Overtime: The memoranda of agreement prohibit the use of the additional compensatory leave when such use would necessitate overtime to backfill the missed work hours. This provision mitigates, but does not eliminate, the fiscal impact of the compensatory leave award.

Response – Leave Payout: County Government employees receive a lump sum cash payout for unused annual leave upon separation. The memoranda of agreement exclude the additional compensatory leave from the payout provision. This provision will only affect employees who do not use any annual leave from the proposed date (for award of the compensatory leave January 1, 2011) until termination of their County employment. All other employees certainly will use their additional compensatory leave as a substitute for annual leave. As a result, with the award of additional compensatory leave, employees will either retain additional annual leave (which is eligible for a payout) or will take more paid time off (which results in reduced service to the public for the same cost).

2. *CE Comment:* “The OLO estimate is misleading in that it implies that the subject agreements will result in \$7 million in additional unbudgeted costs for the County Government.”

Response: As stated in the introduction, \$7 million represents the total approximate value of the compensatory time awards in the memoranda of agreement. My previous memo never characterized this estimate as an “unbudgeted cost.” Instead, the \$7 million is the value of the public service forgone as a result of the additional leave without any corresponding budgetary reduction.

3. *CE Comment:* “The OLO analysis neglected to mention that maximum caps exist for annual leave for all County employees which limit the amount of carryover and subsequent leave payouts.”

Response: The limit on annual leave rollover does not alter the fact that employees will either, (a) use the compensatory leave to take additional paid time off, or (b) save an equivalent number of annual leave hours for eventual cash payout.

4. CE Comment: *“Furthermore, the OLO analysis is inconsistent with its earlier analysis of the impact attributed to the furlough leave imposed on all County Government employees.”*

Response: The analogy between a furlough and compensatory time is flawed; unpaid furlough time is fundamentally different from paid time off. During a furlough, taxpayers do not pay an employee’s hourly wage when the employee is not working. The value of furlough time not worked is offset by the hourly wages not paid. As result, OLO did not contend that the furlough resulted in lost value to the taxpayer. In contrast, taxpayers pay hourly wages for compensatory leave but receive no service from the employees during their time off. OLO believes that the taxpayer is impacted by paying the same amount for employee compensation while receiving reduced services for that payment.

Please contact me if you have additional questions related to the fiscal impact of paid time off, or other issues raised in this memo.

Resolution No: _____
Introduced: July 20, 2010
Adopted: _____

**COUNTY COUNCIL
FOR MONTGOMERY COUNTY, MARYLAND**

By:

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. The County Executive and the Fraternal Order of Police (FOP) have agreed to enter into a new two-year agreement effective July 1, 2010 through June 30, 2012 incorporating all of the terms of the existing agreement with certain amendments. Those amendments are attached to this Resolution.
4. On June 25, 2010, the County Executive submitted to the County 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 as an out-of-cycle agreement.
5. The County Council has considered these terms and conditions and is required by law to indicate 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:

1. The County Council rejects the following amendments to the current collective bargaining agreement:
 - a. a one-time award of **26 hours** of compensatory leave to each bargaining unit member, effective January 1, 2011.
 - b. a revised tuition assistance program beginning in FY12 with a maximum cost of \$135,000, but agrees to reconsider this amendment during the FY12 operating budget process.

2. Council Resolution No. 16-1373, paragraph 27, is amended as follows:

27. * * *

Notwithstanding any language in a collective bargaining agreement to the contrary, no County Government employee may receive any paid leave or anything else of value in return for furlough hours taken, and must not receive any additional paid leave in any later collective bargaining agreement. Furlough hours must not adversely affect an employee's accrual of annual and sick leave, crediting of paid time off, life insurance, retirement benefits, or seniority.

3. The County Council approves the amendment that furlough hours would not result in a loss of retirement benefits.

4. The Executive and the union must report the results of any renegotiation or impasse procedure to the Council on or before September 20, 2010.

This is a correct copy of Council action.

Linda M. Lauer, Clerk of the Council

Resolution No: _____
Introduced: July 20, 2010
Adopted: _____

COUNTY COUNCIL
FOR MONTGOMERY COUNTY, MARYLAND

By:

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. The Executive and Local 1664, International Association of Fire Fighters, entered into an amendment to the existing agreement effective July 1, 2010 though June 30, 2011. The Memorandum of Agreement is attached to this Resolution.
4. On June 21, 2010, the Executive submitted to the Council the terms and conditions of the out-of-cycle collective bargaining agreement that require or may require an appropriation of funds, changes in County law or regulation, or may have a present or future fiscal impact.
5. The County Council has considered these terms and conditions and is required by law to indicate its intention to fund or approve any legislation or regulations required to implement the agreement.

Action

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

1. The County Council rejects the following amendments to the current collective bargaining agreement:
 - a. a one-time award of **48 hours** of compensatory leave to each bargaining unit member working a 2496-hour work year and a prorated number of compensatory leave hours for each bargaining unit member working a 42-hour or 40-hour work week, effective January 1, 2011;
 - b. an increase of special pay for CRT, EMT-I and EMT-P pay on July 1, 2010, which was previously rejected by the Council in the FY11 Operating Budget approved on May 27, 2010;
 - c. a suspension of random alcohol and drug testing for FY11 and FY12; and
 - d. elimination of the FROMS Physiology Program, effective August 1, 2010, except for the \$100,000 budgeted for equipment. This amendment would have eliminated one filled Grade 27 exercise physiologist position.

2. Council Resolution No. 16-1373, paragraph 27, is amended as follows:

27. * * *

Notwithstanding any language in a collective bargaining agreement to the contrary, no County Government employee may receive any paid leave or anything else of value in return for furlough hours taken, and must not receive any additional paid leave in any later collective bargaining agreement. Furlough hours must not adversely affect an employee's accrual of annual and sick leave, crediting of paid time off, life insurance, retirement benefits, or seniority.

3. The Executive and the union must report the results of any renegotiation or impasse procedure to the Council on or before September 20, 2010.

Resolution No: _____
Introduced: July 20, 2010
Adopted: _____

**COUNTY COUNCIL
FOR MONTGOMERY COUNTY, MARYLAND**

By:

**Subject: 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. The Executive and UFCW Local 1994, Municipal & County Government Employees Organization, have agreed to amend the existing contract scheduled to expire on June 30, 2011 with the amendments attached to this resolution.
4. On June 25, 2010, the Executive submitted to the Council the terms and conditions of the amendments to the existing collective bargaining agreement that require or may require an appropriation of funds, changes in any County law or regulation, or may have a present or future fiscal impact as an out-of-cycle agreement.
5. The County Council has considered these terms and conditions and is required by law to indicate its intent to approve these amendments.

Action

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

1. The County Council rejects the amendment to the current collective bargaining agreement for a one-time award of **26 hours** of compensatory leave to each bargaining unit member, effective January 1, 2011.

2. Council Resolution No. 16-1373, paragraph 27, is amended as follows:

27. * * *

Notwithstanding any language in a collective bargaining agreement to the contrary, no County Government employee may receive any paid leave or anything else of value in return for furlough hours taken, and must not receive any additional paid leave in any later collective bargaining agreement. Furlough hours must not adversely affect an employee's accrual of annual and sick leave, crediting of paid time off, life insurance, retirement benefits, or seniority.

3. The Executive and the union must report the results of any renegotiation or impasse procedure to the Council on or before September 20, 2010.

This is a correct copy of Council action.

Linda M. Lauer, Clerk of the Council