Resolution No: 15-1719
Introduced: October 17, 2006
Adopted: November 28, 2006

# COUNTY COUNCIL
# FOR MONTGOMERY COUNTY, MARYLAND

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By: Council President at the request of the County Executive

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**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 on amendments to the existing contract for the three-year period that began July 1, 2004. The Memorandum of Agreement is attached to this Resolution.

4. The Executive submitted to the Council on October 12, 2006, the terms and conditions of the collective bargaining agreement amendments that require an appropriation of funds.

5. The Management and Fiscal Policy Committee considered the amendments on November 13 and 27, 2006, and recommended approval.

6. 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 agreements.

**Action**

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

The County Council intends to appropriate the funds necessary to implement the amendments to the County employees bargaining unit collective bargaining agreement, as specified in the Memorandum of Agreement attached to this Resolution, for July 1, 2004 through June 30, 2007.

This is a correct copy of Council action.

Linda M. Lauer

Linda M. Lauer, Clerk of the Council

## APPENDIX XIII

Internal Salary Equity Review Pilot Program, Effective Date 7/1/2006

I. **PURPOSE**: To establish an internal salary equity review program for selected job classifications, and to implement a salary review process for employees entering into the bargaining unit at a higher salary rate than similarly situated incumbent employees. It is the general intent of the parties to design and provide a compensation system to recruit and retain a high quality workforce. The parties understand that maintaining flexibility in salary-setting policies is critical to ensuring the accomplishment of the organization's goal to provide the best services to our residents. The parties also recognize that pay inequities may impair the efficiency of the County's operations. In accordance with Article 1.3 of the Collective Bargaining Agreement, it is in the best interest of the County and Union to hire the best qualified people for vacant positions in the bargaining unit while maintaining pay equity.

II. **Pay Review/Analysis of Selected Job Classifications**

A. **IMPLEMENTATION:** The County's Office of Human Resources agrees to conduct an in-depth pay review/analysis (a review of all relevant personnel documentation that describes or verifies relevant experience, education, training, and licensing) covering all bargaining unit employees in the following job classifications: Police Telecommunicator, Community Service Aide, Income Assistance Program Specialist, Forensic Scientist, Correctional Specialist, Mechanics, Community Health Nurse, and Correctional Officer I, II, III, and Sergeant. This pay review must be completed by June 30, 2007.

The pay review will help determine if bargaining unit employees' salaries are properly distributed in the pay range in which they are assigned, based on relevant experience, education, training, and licensing. Upon completion of the County's pay review for each identified job classification, it will submit the report of its analysis and relevant pay information to the Union for its review and analysis. The Union shall have the right to request review of all relevant documentation. If personnel records pertaining to individual employees are given to the Union for review, the Union agrees to use the personal information contained in such records solely for the purpose of evaluating the results of the County's pay review, and the Union agrees to safeguard the confidentiality of these personnel records.

A pay inequity exists when employees who have essentially the same relevant experience, education, training, and licensing are performing the same job at the same pay grade at significantly different salary levels, and there is no reasonable explanation for the disparity in their salaries. The reasonable relevant factors include experience, education, training, and licensing. The pay of Community Health Nurses will be compared with Community Health Nurses within the appropriate area of consideration

(Department, Division, or Team). For purposes of implementation of Part II of this Appendix, the parties agree that the proper application of pay policies and practices in connection with the implementation of personnel actions is not sufficient to constitute a pay inequity for individual employees. These applications include changes in base salary associated with: grants of merit system status, promotions (except for inequities that are a result of the negotiated change in the minimum promotional pay increase from 5% to 10%), reclassification, reallocation, performance awards, demotion, transfer, periods of leave without pay resulting in service increment delays, or performance-based actions including service increment delays. Additionally, any pay increase given under the provisions of this Appendix cannot serve as grounds for an alleged pay inequity.

B. **REMEDY:** If a pay inequity exists in one of the above classes, and if the affected employee(s) relevant experience, education, training, and licensing are greater than those of the employee(s) causing the inequity, the affected employee(s) will be granted a within-grade pay increase to a point $500 above the salary of the employee causing the inequity.

If a pay inequity exists in one of the above classes, and if the affected employee(s) relevant experience, education, training, and licensing are equivalent to those of the employee causing the inequity, the affected employee's salary must be adjusted so that it is equal to the salary of the employee causing the inequity.

If it is determined that a salary inequity exists, and if a bargaining unit member is granted a salary increase under the terms of either the first or second paragraph of this Section, the salary increase will be granted retroactively. The period of retroactivity will be 18 months, counting back from the effective date of this Appendix. Provided, however, that no employee will receive a retroactive salary increase for, or covering, any period of time that precedes the employee's date of hire by the County. Thus, for most of the affected employees, the retroactive salary increase will commence at the start of the first pay period that begins on or after January 1, 2005. Retroactive payment of the salary increase will continue, after July 1, 2006, up to the date that the salary increase is granted.

If, after a salary review described in this Section is completed, the Union believes that an individual bargaining unit employee is adversely affected by a pay inequity, the Union may file a "pay inequity" grievance under Article 10 of this Agreement and, if necessary, invoke arbitration under Article 11. The parties agree that any grievances filed under this Section of this Appendix will be filed on a class-wide basis. One grievance will be filed to seek remedies for any aggrieved employees within that class. Grievances seeking remedies under this Section of this Appendix will not be filed on behalf of individual employees. In processing any grievance filed under this Section of this

Appendix, the parties agree to waive Steps 1 and 2 of the Grievance Procedure. A "pay inequity" grievance filed under this Section of this Appendix will be filed directly at Step 3. The parties agree to select a single arbitrator to arbitrate all grievances filed under the provisions of this Section of this Appendix.

III. **NEW HIRES - PREVENTION, MONITORING AND ENFORCEMENT:** When a newly hired employee, hired on or after July 1, 2006 (who can enter the bargaining unit after completing their probationary period), is granted/afforded a salary above the minimum of the pay grade, the Office of Human Resources agrees to conduct a salary review to compare the salaries of similarly situated incumbents with the salary of the new employee. The relevant factors considered in this review shall be experience, education, training, and skills relevant to the job. The Office of Human Resources will give the Union written notification whenever a salary review is prompted by a hire above the minimum of the salary range of the pay grade.

It may be determined that new hires' salaries (this assumes that an offer was made and accepted by the applicant) will affect incumbent employees (who are more skilled than new hires in terms of the relevant criteria) in the appropriate area of consideration (i.e. Department, Division, or Team).

For the purposes of this Part III, the parties agree that the proper application of pay policies and practices in connection with the implementation of personnel actions is not sufficient to trigger a pay increase for individual employees. These applications include changes in base salary associated with: grants of merit system status, promotions, performance awards, demotion, reclassification, reallocation, transfer, periods of leave without pay resulting in service increment delays, or performance-based actions including service increment delays.

In such situations, if an incumbent's relevant experience, education, training, and skills relevant to the job are greater than those of the new employee, the incumbent will be granted a within-grade pay increase to a point $500 above the salary of the new employee.

If an incumbent's relevant experience, education, training, and skills relevant to the job are equivalent to those of the new employee, the incumbent's salary must be adjusted so that it is equal to the new employee's salary.

Any changes that are required to be made to an incumbent employee's salary under this section will be effective the date on which the newly hired employee completes their probationary period and enters the bargaining unit, and the pay increase will be retroactive to the date the new employee was hired.

If, after a salary review described in this Section is completed, the Union believes that an individual bargaining unit employee is adversely affected by a pay inequity, the Union may file a "pay inequity" grievance under Article 10 of this Agreement and, if necessary, invoke arbitration under Article 11.

IV. **EVALUATION PERIOD: The effective date of this Appendix is July 1, 2006.** The analysis and review process established in this Appendix shall be in effect from July 1, 2006, through June 30, 2007. The parties can agree to make revisions to this Appendix during the evaluation period. However, revisions and the continued effectiveness of this Appendix beyond June 30, 2007, require mutual agreement of the parties.

IN WITNESS WHEREOF, the parties hereto have caused their names to be subscribed hereto by their duly authorized officers and representatives this day of August 2006.

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

By: _____
Gino Renne
President

Montgomery County, Maryland

By: _____
Douglas M. Duncan
County Executive

Approved as to Form and Legality

By: David Stevenson
David Stevenson
Montgomery County Attorney's Office