

Resolution No.: 16-1328
Introduced: May 4, 2010
Adopted: May 4, 2010

**COUNTY COUNCIL
FOR MONTGOMERY COUNTY, MARYLAND**

By: Management and Fiscal Policy Committee

SUBJECT: Collective Bargaining Agreement with Municipal and County Government
Employees Organization

Background

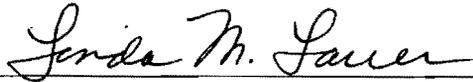
1. Section 511 of the County Charter authorizes the County Council to provide by law for collective bargaining, with arbitration or other impasse resolution procedures, with authorized representatives of County Government employees.
2. Chapter 33, Article VII of the County Code implements Section 511 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 extend the existing contract scheduled to expire on June 30, 2010 to June 30, 2011 with amendments. Those amendments are attached to this resolution.
4. The Executive has submitted to the Council the terms and conditions of the collective bargaining agreement amendments that require or may require an appropriation of funds or changes in any County law or regulation.
5. The Management and Fiscal Policy Committee considered the amendments at worksessions on April 19 and April 29, 2010 and recommended approval of the retirement incentive program. The Council enacted Expedited Bill 9-10, Personnel - Retirement Incentive Program, on April 27, 2010. The Committee recommended rejection of the continuation of the imputed General Wage Adjustment beyond FY10.
6. The County Council has considered these terms and conditions and is required by law to indicate on or before May 15 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:

1. The County Council intends to reject funding and disapprove the continuation of the imputed General Wage Adjustment beyond the calculation of regular earnings for FY10. The Council intends to enact Expedited Bill 16-10 as introduced.
2. The Council intends to approve the retirement incentive program negotiated by the parties with a requirement to repay the lump sum benefit before a participant returns to work for the County or a participating agency.

This is a correct copy of Council action.



Linda M. Lauer, Clerk of the Council

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

The Montgomery County Government (Employer) and the Municipal & County Government Employees Organization/United Food and Commercial Workers Union Local 1994 (Union), agree that their collective bargaining agreement effective July 1, 2007, through June 30, 2010, is extended in full force and effect for the one-year term July 1, 2010, through June 30, 2011, subject to the amendments shown on the following pages

Please use the key below when reading this regulation:

- Boldface** *Heading or defined term.*
- Underlining *Added to existing regulation by proposed regulation.*
- [Single boldface brackets] *Deleted from existing regulation by proposed regulation.*

The parties agree to amend the contract as follows:

* * *

Article 5 Wages, Salary and Employee Compensation

5.1 Fiscal Year Salary Schedules

Bargaining unit members are eligible for service increments of 3½ percent each. A service increment may be granted only to the extent that an employee's salary does not exceed the maximum salary for the assigned grade. Receipt of a service increment shall be conditioned upon the provisions of Article 6, Service Increments. Beginning the first pay period following January 1, 2008, a longevity increment will be added to the salary schedules found in Appendix VII for bargaining unit members who are at the maximum of their pay grade and have completed 20 years of service (beginning of year 21) equal to a 3 percent increase. Both the granting of additional service increments and initial progression to the longevity pay increment will be suspended for the duration of this Agreement, effective July 1, 2010. For the duration of this Agreement, Appendix VII C shall remain as it was effective July 6, 2008.

5.2 Wages

* * *

- (c) Effective the first full pay period following July 1, 2009, each unit member shall receive a 4.5 percent increase. Bargaining unit employees shall be paid a base salary pursuant to the uniform pay plan, which appears in Appendix VIIC of this agreement. This General Wage Adjustment shall be postponed and not effective during FY2010, or FY 2011.

* * *

Article 6 Service Increments

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6.8 Effective July 1, 2010, grant of service increments and the initial progression to the longevity step shall be suspended for the duration of this Agreement.

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Article 9 Working Conditions

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9.10 Classification Issues

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(e) Classification reviews shall be suspended under FY 2011 unless otherwise agreed to by the parties. Any classification reviews initiated prior to June 30, 2010 shall be completed as required under the collective bargaining agreement.

[(e)]

(f) Classification and grade level review of an occupational class that is predominately populated by OPT or SLT bargaining unit positions, or a review of the classification assignment of an individual position, may be requested by the Union at any time during the month of June.

[(f)]

(g) Requests for an occupational class study must document factual evidence of a material change in the duties/responsibilities of the job class, and must clearly demonstrate that said changes have substantially affected the work of the class. Within 30 days of receipt of a request to study an occupational classification, OHR shall inform the Union of the acceptance or denial of the request.

[(g)]

(h) An occupation classification study request will not be reviewable more often than every 36 months from the completion of the most recent study. However, the OHR Director shall determine if an occupational classification study is justified within a period less than 36 months, based upon reorganization or significant restructuring. Denial of study requests shall not be grievable or arbitrable.

[(h)]

(i) OHR will inform the Union of its intent to study an occupational class that is encumbered by union positions, or an individual bargaining unit position, when the request for the study was not initiated by the Union. Prior to a decision to study a class, the Union may request a conference with the OHR Director.

[(i)]

(j) Position classification decisions are not grievable. However, UFCW Local 1994 MCGEO may request the review of any classification recommendation by an independent classification expert. When such requests are made:

* * *

[(j)]

(k) Subject to Article 2 of the Agreement, individual position classification review requests shall continue to be made and processed pursuant to AP 4-2. Such requests shall not be grievable pursuant to this Agreement.

[(k)]

(l) Each bargaining unit member whose position is reclassified upward, or whose job class is reallocated upward, will have his or her service increment date reassigned to the effective date of the classification decision. Bargaining unit members will be eligible for a future service increment 12 months from the newly reassigned increment date.

[(l)]

(m) If the reassignment of an employee's increment date under Section 9.10 (k) creates any pay inequities affecting other employees, the parties agree that the County will resolve such pay inequities by applying Section 7.1, "Special within grade advancement", of this agreement.

[(m)]

(n) In the event the Employer considers a classification or job evaluation system that is substantially different from a QES system, the parties agree to meet and confer on the issue. Further, the Employer and the Union will negotiate the salary and wage impact of the implementation of such a system upon bargaining unit positions.

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Article 19 Administrative Leave

19.1 Approval Authority

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(m) Union Votes

Bargaining unit members shall be granted up to two (2) hours of Administrative Leave to attend a contract ratification meeting.

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Article 20 Holiday Leave

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20.13

Should a day designated herein as a holiday occur while an bargaining unit member is on sick leave, that day shall be observed as a holiday and shall not be charged against sick leave for pay purposes.

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Article 21 Benefits

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21.10 Tuition Assistance

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(g) Effective July 1, 2010, tuition assistance will be suspended for the duration of this agreement.

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Article 27 Reduction-in-Force

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27.2 Policy

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During FY 2011, a bargaining unit employee will not be laid off if there is a probationary, temporary or seasonal employee in the same occupational series and status, provided the employee to be laid off meets the minimum qualifications of the position to which they would be transferred. In this Article, status is defined as part-time versus full-time. In addition, during FY 2011, any reduction-in-force of unit members will be preceded by the County government's consideration of the following alternatives:

1. The offering of Discontinued Service Retirements (Administrative Retirements) to eligible bargaining unit job classes/occupational series affected by position abolishment resulting from the approved FY 2011 operating budget. The Discontinued Service Retirement must be effective no later than June 1, 2010.
2. The offering of a Retirement Incentive Plan as outline in Attachment II, to be extended to all bargaining unit job classes/occupational series affected by position abolishment resulting from the approved FY 2011 operating budget. The RIPs will be effective June 1, 2010.
3. The offer RIPs along the lines of that which is outlined in Attachment II may be offered at subsequent points during FY2011.

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Article 36 Union Activities

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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, 2011 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 leave shall be contributed to an administrative leave bank for the purpose of providing administrative leave to the Secretary/Treasurer or Recorder.

* * *

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, [2007] 2010, and terminate June 30, [2010] 2011. Renegotiations of this Agreement shall begin no later than November 1, [2009] 2010, and shall proceed pursuant to the County Collective Bargaining Law.

* * *

Appendix I Unit Sheriffs

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- (t) The following items will be referred to the Countywide LMRC:
1. Work Out Facility: The Employer will provide deputies with work out facility, or cover the cost of membership to a health club facility;
 2. Cell Phones: All Civil Deputies will be issued cell phones;
 3. MDT: All field unit vehicles shall have MDT unit installed prior to being put into use.

Appendix II Department of Health and Human Services

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- (j) The County and the Union agree that this Agreement does not provide workload and caseload assignment standards. This provision does, however, represent the parties' best efforts to assess the staffing needs of DHHS and work in partnership to improve the quality of services wherever possible.

To that end, [the Union will identify programs within HHS where concerns regarding the absence of staffing and caseload standards are identified. If caseload standards for that program do not exist, a committee comprised of 3 MCGEO representatives and 3 management representatives will meet to assess the caseload and staffing ratios. The committee will submit findings and recommendations to the Department Director and the Countywide LMRC no later than December 1, 2008] the parties agree to contract the services of a third party consultant who is experienced in the field of health and human services to evaluate the caseloads /workloads of each professional job classification to determine whether caseloads/workloads are in compliance with professional standards and-or state/ federal guidelines. Should the consultant determine that additional staff is needed to better manage caseloads/workloads the parties shall negotiate over such recommendation.

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- (q) 401 Hungerford

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3. The following items will be referred to the LMRC:
 - Vehicles.

- Install security cameras in garage at 401 Hungerford, with monitors at the security desk at 401 Hungerford and the Security Command Center.
- Remove all damaged and moldy carpeting on 7th floor lobby and hallways.
- Install traffic mirrors in parking garage.

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(t) 255 Rockville Pike

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

- Install security cameras in garage at 255 Rockville Pike, with monitors at the security desk at 255 Rockville Pike and the Security Command Center.

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(aa) Miscellaneous

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

- Provide panic alarms in all rooms/offices where employees provide direct service at 2424 Reddie Dr.

Appendix III Department of Police, Crossing Guards, and Forensic Specialists

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(o) ECC

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4. The following items will be referred to the LMRC:

- Continued review of, and possible updates to, ECC policy.
- Enhanced interior lighting.
- The perimeter of the PSSC shall be fenced.

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(p) Crossing Guards

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5. The following item will be referred to the Countywide LMRC

- All Crossing Guards shall be issued: 1 rain jacket, 1 pair of rain pants, 1 rain hat, 1 pair of water proof boots/shoes and gloves, 1 pair of ski-bib insulated pants, 1 insulated winter hat with ear protectors and 5 pair of summer shorts.

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

- Uniform allotment for each specific civilian unit.
- Improved parking at all locations

(s) Automated Traffic Enforcement Unit – Field Service Technicians

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

- Laser metro counters shall be provided.
- IT certification courses shall be provided.

(t) Public Safety Training Academy

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

- Adequate noise barriers in all unit work stations shall be installed no later than December 1, 2010.

Appendix IV Department of Corrections and Rehabilitation

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(o) DOCR CHN Items

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4. The following items [is] are referred to the LMRC:

- New copier in medical office in MCCF.
- Provide computerized medical records program.

(p) MCCF

1. The following items are referred to the LMRC:

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- The staff parking lot shall have secured access, to include gates and swipe cards.

(q) MCDC

1. The following items are referred to the LMRC:

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- Install secure fence for staff parking lot.
- Additional computers shall be added to officer workstations, and all computers shall have the ability to write and review electronic reports.
- Regular equipment maintenance.

* * *

(r) PRC

1. The following items [is] are referred to the LMRC:

- Provide additional employee parking [.]
- Issue body alarms to all unit members.

* * *

(s) Pre-Trial

1. The following items are referred to the LMRC:

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- Provide body alarms for unit members;
- Institute a weapons screening policy to include use of (metal detectors/wands);
- Develop a security protocol which specifically restricts client movement in facility;
- Install locks leading into all unit work areas;

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Appendix V Department of Liquor Control

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

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- The department shall reduce the height of stacked product in the stores and warehouse to agreed upon acceptable heights;
- Additional charging stations and extra batteries shall be provided on the floor for all forklifts;
- A mechanic shall be assigned on site at the warehouse;
- Battery washing Station;

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Appendix VI Department of Transportation

(a) Transit Services - Ride-On

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

- Professional cleaning of the office annually;
- County physicals for operators/coordinators should be so scheduled that unit members do not have to report for duty prior to their physical.
- Updated phone system

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Appendix XII Homeland Security

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

- Issue cell phones to mobile patrols;
- SUVs with security emblem;
- Replace all chairs at security posts with ergonomically designed chairs;
- Expand CCTU surveillance and security patrols and implement two officer patrols during the hours of 5:00 pm to 6:00am.

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Appendix XIV Department of Fire and Rescue

- (a) The following items [is] will be referred to the LMRC:
 - Provide color copier.
 - Mechanics assigned to the Central Maintenance Garage shall be granted a lump sum tool allowance of \$1500 in FY '11 in order for them to purchase tools to be in compliance with the County requirement of maintenance of a basic tool set

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Side Letters

Joint Contract Training with HHS and MCGEO

This letter shall serve to confirm the agreement of MCGEO and the Department of Health and Human Services to jointly conduct a series of training sessions on the subject of the administration and implementation of the collective bargaining agreement's provisions regarding overtime and the requirements of FLSA.

Stone Street Print Shop

A voluntary overtime list, identifying those bargaining unit members assigned to the Stone Street Print Shop who wish to perform overtime work, shall be developed. Employees on that list shall be afforded the first opportunity to fulfill overtime needs necessary for completion of printing projects for the Montgomery County Government, subject to exceptions based on operational needs such as knowledge, skills, and abilities as determined by the Employer. Bargaining Unit employees shall be assigned such overtime opportunities on a rotating basis in order of seniority from among those employees in the classification who are on the voluntary overtime list and able to perform the work subject to the above exceptions. This provision shall not prevent the use of MCPS employees to perform overtime work on printing projects for the Montgomery County Government as necessary for completion of the projects in the judgment of the manager of the Stone Street Print Shop.

FOR THE EMPLOYER

Isiah Leggett
Isiah Leggett, County Executive

April 14, 2010
Date

FOR THE UNION

Gino Renne
Gino Renne, President

4/12/10
Date