

Resolution No.: 17-733  
Introduced: April 9, 2013  
Adopted: April 30, 2013

**COUNTY COUNCIL  
FOR MONTGOMERY COUNTY, MARYLAND**

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By: Government Operations and Fiscal Policy Committee

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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. On April 1, 2013, 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, 2013 through June 30, 2016. A copy of the Agreement is attached to this Resolution.
4. The Executive has submitted to the Council the terms and conditions of the Agreement that require or may require an appropriation of funds or changes in any County law or regulation.
5. The Government Operations and Fiscal Policy Committee considered the Agreement at a worksession on April 22, 2013 and made recommendations on April 25.
6. The County Council has considered these terms and conditions and is required by law to indicate on or before May 1 its intention regarding the appropriation of funds or any legislation or regulations required to implement the agreements.

**Action**

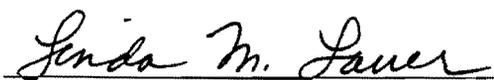
The County Council for Montgomery County, Maryland approves the following resolution:

The County Council intends to approve full funding and approve the following provisions:

1. \$3.25% general wage adjustment payable on the first pay period after September 1, 2013.
2. 3.5% service increments for all eligible bargaining unit members.
3. 3% longevity increase for eligible bargaining unit members with 20 years of service.
4. .5% lump sum payment for each active bargaining unit member who is at the top of grade on July 1, 2013 and who is not eligible for a longevity increase in FY14.
5. Increase shift differential by \$.15 per hour for evening and \$.16 per hour for night shift.
6. Mandatory classification studies for certain bargaining unit positions.
7. EVT Certification incentive up to \$2000 per year.
8. Increase clothing allowance for deputy sheriffs by \$163.
9. Increase wages for seasonal workers by \$.50 per hour.
10. End prescription drug 90-day formulary grace period.
11. Tuition Assistance up to \$150,000.

The Council intends to approve the group insurance provisions as they were approved in the FY13 operating budget with two minor changes that reflect this collective bargaining agreement. The Council intends to approve all other provisions of the Agreement subject to Council review.

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, UFCW,  
LOCAL 1994**

The Montgomery County Government (Employer) and the Municipal & County Government Employees Organization, UFCW, Local 1994 (Union), agree that their collective bargaining agreement is effective July 1, 2013, through June 30, 2016.

The parties agree to an early termination of the collective bargaining agreement which was enacted on July 1, 2012. Said agreement shall terminate on June 30, 2013.

This constitutes the full and complete agreement of amendments to the collective bargaining agreement between the Employer and the Union, effective July 1, 2013 through June 30, 2016.

Please use the following key when reading this agreement:

- |                            |  |
|----------------------------|--|
| <u>Underlining</u>         | <i>Added to existing agreement.</i>            |
| [Single boldface brackets] | <i>Deleted from existing agreement.</i>        |
| * * *                      | <i>Existing language unchanged by parties.</i> |

The parties agree to amend the contract as follows:

\* \* \*

**ARTICLE 5  
WAGES, SALARY, AND 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,] July 1, 2013, and continuing through June 30, 2015, the salary schedule shall contain 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 to be paid the first full pay period following their 20 year service anniversary. (See Appendix VII) [Effective July 1, 2012, any bargaining unit member who reach eligibility for longevity in FY11 or FY12, and is otherwise eligible, shall receive their longevity increment effective the first full pay period following July 1, 2012. For the duration of this Agreement, Appendix VII C shall remain as it was effective July 6, 2008.]

**5.2 Wages**

- (a) Effective the first full pay period following [July] September 1, [2007] 2013, each unit member shall receive a [4] 3.25 percent general wage [increase] adjustment (GWA). Bargaining unit

employees shall be paid a base salary pursuant to the uniform pay plan, which appears in Appendix VIIA of this Agreement.

- (b) Effective the first full pay period following ~~[July]~~ September 1, [2007] 2014, each unit member shall receive a ~~[4]~~ 3.25 percent general wage [increase] adjustment (GWA). Bargaining unit employees shall be paid a base salary pursuant to the uniform pay plan, which appears in Appendix VIIB of this agreement.
- ~~[(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 shall not be effective during fiscal year 2013.]
- ~~[(d)]~~(c) The County agrees to pay a ~~[\$2,000]~~ 0.50% (one-half percent) lump sum payment in ~~[FY13]~~ FY14 to top of grade bargaining unit members who are actively employed by the County on July 1, [2012] 2013. This calculation shall be made based on the employee's base salary paid the first full pay period following July 1, 2013. This lump sum amount shall be pro-rated for part-time employees. Employees ~~[covered under Article 53 of this Agreement]~~ who are scheduled to receive a longevity step during FY14 are not eligible for this payment. This payment will be made in one lump sum, by separate payment, at the conclusion of the first full pay period of ~~[FY13]~~ FY14. Eligible employees who are on unpaid leave and return to work during [FY13] FY14 will receive their payment by separate payment following their return to active employment with the County. Employees covered under Article 53.1(a), if otherwise eligible, shall receive the lump sum payment in the last full pay period in FY15, prorated based on the number of hours worked up to that point during FY15. Employees covered under Article 53.1(b) are not eligible for this payment. The lump sum payment is considered regular earnings for income, withholding, and employment tax purposes. The payment will not be added to the employee's base salary. 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.
- (d) The County agrees to pay a 0.50% (one-half percent) lump sum payment in FY15 to top of grade bargaining unit members who are actively employed by the County on July 1, 2014. This calculation shall be made based on the employee's base salary paid the first full pay period following July 1, 2014. This lump sum amount shall be pro-rated for part-time employees. Employees who are scheduled to receive a longevity step during FY15 are not eligible for this payment. This payment will be made in one lump sum, by separate payment, at the conclusion of the first full pay period of FY15. Eligible employees who are on unpaid leave and return to work during FY15 will receive their payment by separate payment following their return to active employment with the County. Employees covered under Article 53.1(a), if otherwise eligible, shall receive the lump sum payment in the last full pay period in FY15, prorated based on the number of hours worked up to that point during FY15. Employees covered under Article 53.1(b) are not eligible for this payment. The lump sum payment is considered regular earnings for income, withholding, and employment tax purposes. The payment will not be added to the employee's base salary. 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.
- (e) All previously postponed general wage adjustments will not be paid in FY 2014 or FY 2015.

### 5.3 Shift Differential

- (a) Effective the first full pay period after July 1, [2007] 2013, each employee required to work a shift that begins between the hours of 2:00 p.m. and 10:59 p.m. shall receive [~~\$1.25~~] \$1.40 for each hour worked and [~~\$1.40~~] \$1.56 for each hour worked on a shift that begins between the hours of 11:00 p.m. and 5:00 a.m. [The hourly pay differential shall increase to \$1.30 and \$1.45 respectively, effective the first full pay period following July 1, 2008.] Employees who begin a shift at or after 12 noon will be paid a shift differential for hours after 2:00 p.m. when 75 percent of their work hours are scheduled within the designated times above.

\* \* \*

#### 5.4 Multilingual Pay Differential

\* \* \*

- (d) [For the 2012-2013 contract year, no additional employees will be tested for multilingual certification. In the event that a bargaining unit employee leaves the multilingual program during the term of this agreement, the] The Employer, based on operational need, may elect to allow a new bargaining unit employee into the program. [to fill the vacant skill set.]

In accordance with subsections 5.4 (a) and (b), bargaining unit members who utilize multilingual skills during the performance of their routine duties and on a recurring basis, may submit a request for departmental determination for Multilingual Certification of Basic (ML1) or Advanced (ML2). If the employee's request is approved by the department head, the employee shall be tested by OHR in accordance with subsections 5.4 (c) (1). Upon successful certification, said employee shall receive a Multilingual Differential in accordance with subsection 5.4 (c).

\* \* \*

- (f) The Multilingual Certificate Program will limit the testing and certification of employees requiring the use of translation skills during the performance of their duties to the following languages:

- (a) Spanish
- (b) French
- (c) Chinese
- (d) Vietnamese
- (e) Korean
- (f) Amharic
- (g) Sign Language

\* \* \*

#### 5.24 [ASE] Certification Incentive [Pilot Program]

- (a) ASE Certification: This incentive [program] applies to employees assigned to the Division of Fleet Management Services and Central Maintenance of Montgomery County Fire and Rescue Services. Eligible employees would receive \$100 for each valid ASE examination for which a passing score is received up to a maximum of 20 examinations. In addition, each employee who achieves active "MASTER" status would also receive a \$1,000 incentive up to a maximum of 2 Master Certifications. The maximum ASE-related incentive that any employee can receive

in one year would be \$4,000.00. Only active ASE certifications will receive [the] this pay incentive.

(b) [EVT Certification

The parties agree to have the Fire/Rescue departmental LMRC review bargaining unit members assigned to Central Maintenance of Montgomery County Fire and Rescue Services. The LMRC shall look at the following possible incentive program: Eligible employee shall receive \$1000 for each valid EVT master certification. Employees would be able to receive 30 certifications a year (to include ASEs and EVTs). The maximum incentive that any employee can receive in one year would be \$8000.]

EVT Certification: This incentive applies to eligible employees assigned to Central Maintenance of Montgomery County Fire and Rescue Services. Eligible employees shall receive \$1000 incentive for obtaining a valid EVT master certification, for a maximum of two EVT master certifications. The maximum EVT-related incentive that any employee can receive in one year would be \$2000. Only active EVT certifications will receive this pay incentive.

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**ARTICLE 6  
SERVICE INCREMENTS**

\* \* \*

6.8 [Granting of service increments shall be suspended for FY13. Service increments shall be subject to each reopener identified in Article 49 of this agreement.] Effective July 1, 2013, eligible bargaining unit employees shall receive an annual service increment of 3.5 percent the first full pay period following their anniversary date as described in this Article.

Effective July 1, 2014, eligible bargaining unit employees shall receive an annual service increment of 3.5 percent the first full pay period following their anniversary date as described in this Article.

6.9 All previously postponed service increments will not be paid in FY 2014 or FY 2015.

\* \* \*

**ARTICLE 9  
WORKING CONDITIONS**

\* \* \*

9.10 Classification Issues

\* \* \*

(e) 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. Individual position classification and occupational study requests shall not be accepted in FY 2013, but shall be accepted again beginning in FY 2014, in accordance with the following: The number of individual position classification and occupational study requests to be accepted shall be a topic of the contract reopener for the 2nd year of this contract, effective July 1, 2012.

- (1) A total of 50 Individual studies will be accepted in June 2013 in preparation for the FY 2014 studies and a total of 50 individual studies will be accepted in June 2014 in preparation for the FY 2015 studies.
  - (2) The threshold for accepting individual position studies consists of the following
    - (a) The employee must give written explanation of how and why the position's duties and responsibilities have changed and are no longer consistent with the position's current classification assignment; and,
    - (b) An explanation of where the new duties and responsibilities originated.
  - (3) Requests for Position Reclassifications will be denied based on the conditions listed below:
    - (a) Studies that were previously reviewed less than 36 months from the date of the request.
    - (b) The individual position request is a part of an on-going occupational study or an occupational study where a final decision was issued in FY 2012 or FY 2013;
    - (c) Employees who have received additional work which falls within their current position description.
    - (d) Employees who have been employed with the County for less than one year; or
    - (e) Employees who are on probation.
  - (4) Requests for Position Reclassifications will be accepted based on priority as ranked below:
    - (a) Documented recent reorganizations, duties could not be reassigned to employees performing similar graded work, and there is a possibility that higher level duties were assigned to employees performing lower graded work.
    - (b) Change in duties directly relating to the Department priority objectives or mission for fiscal years FY 14 and FY 15 as reflected in the County's Operating or Capital Budget and/or the Department's strategic plan.
    - (c) Change in duties relates to a global change such as a change in a federal, state, county, or local law and/or County Executive priorities.
    - (d) Requirements of some of the positions in the class have changed, i.e., certifications, licenses, etc.
    - (e) Seniority of the employee as denoted in Article 8 of this Agreement.
- \* \* \*
- (o) [The number of jointly selected job classification studies done in FY 2015 shall be a topic of the contract reopener for the 3rd year of this contract, effective July 1, 2014.] The County shall conduct classification reviews of seven (7) job classification studies in FY 2015 and seven (7) job classification studies in FY 2016. These classifications shall be jointly determined by the parties.
- \* \* \*

**ARTICLE 13  
WORK SCHEDULES; ATTENDANCE; HOURS OF WORK**

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 [on a division, facility, or program wide basis], the County shall provide reasonable advance notice of the scheduling changes to the Union, and upon request, bargain with the Union regarding any bargainable aspects of the implementation of [its staffing needs] the proposed change. [The County will have no obligation to inform the Union of changes to the schedules of individual bargaining unit members.] 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 schedule change.

\* \* \*

### 13.2 Work Day and Work Week

- (a) The normal work day for full-time County employees is not less than 8 hours or more than 10 hours, except where otherwise agreed under the terms of section 13.5 of this Article, or where agreed upon by the parties. The normal work week for full-time County employees is 40 hours (excluding all meal periods), Sunday through Saturday. Whenever practicable, 2 consecutive days off shall be granted to employees unless [based on] work load requirements and/or demonstrated operational need, [2 consecutive days off should be granted to employees] require otherwise. The County shall provide reasonable advance notice of any change in the days off.

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## ARTICLE 21 BENEFITS

\* \* \*

### 21.2 Health Benefits

- (a) Effective January 1, 1995, the County will alter the basis for determining it's contribution with respect to each separate medical and hospitalization plan, calculated separately for [individual] employee, employee +1, and family coverage, to 80% of the premium charged for an HMO or, in the case of self-insured plans, 80% of the projected premium rate for the calendar year in which the rates are to be effective. The rates for each self-insured plan shall be calculated using standard actuarial principles with separate medical trends as determined by the Employer's actuary, which reflect plan design. The Union shall be provided with information (including but not limited to all actuarial and consultant reports) enabling it to review the premium determinations. In all other respects the level of benefits and services provided in the comprehensive health benefit program shall remain unchanged except as provided below.<sup>1</sup>
- [(b) As of January 1, 1995, deductibles in the Prudential Indemnity plan will be decreased to \$200 for single coverage and will remain at \$400 for family coverage.]
- [(c)] (b) (1) Effective January 1, 2009, the County shall continue to provide prescription plans (High Option and Standard Option). Bargaining unit employees who select the standard

1 Per action taken on May 26, 2011, the County Council did not approve full funding for this provision. On that date, the Council adopted a different cost-sharing arrangement for bargaining unit employees, to become effective on January 1, 2012. See Appendix XXI

option prescription plan shall pay 20 percent of the total premium cost of the standard option prescription drug plan offered by the employer. The employer shall pay the remaining 80 percent of the total premium cost of the standard option plan. Should the bargaining unit employee select the high option prescription drug plan, the employer shall pay 80 percent of the total premium cost of the standard option prescription drug plan offered by the employer. The bargaining unit employee shall pay the remainder of the high option prescription drug plan premium.<sup>2</sup>

- (2) Both prescription plans shall restrict generics. In the event the bargaining unit employee elects to receive a brand medication when a generic medication is available, the member shall pay the cost difference between the brand and generic medication. In the event a physician requires a brand medication, the employee shall not be responsible for the difference in cost.
- (3) Both prescription plans shall incentivize mail-order prescriptions. In the event the employee fills a prescription at retail more than twice, rather than utilizing mail-order, the member shall pay the cost difference.
- (4) Effective January 1, 2014, the Prescription Drug Plan will no longer offer the 90-day post formulary change grace period granted upon formulary changes. Plan participants affected by formulary changes shall be notified a minimum of 90 days prior to the effective date of the formulary change. The Employer shall approve up to a 90 day post formulary change grace period for members based upon the member's particular circumstances.

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21.5 The County shall also contribute 80 percent of the premiums determined for any calendar year for benefit plans other than the [health] plans included in Section 21.2 (a) and (b). The Employee Benefits Committee shall be provided with information (including but not limited to all actuarial and consultant reports) enabling it to review the premium determinations. The level of such benefits shall not be reduced.<sup>3</sup>

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**[21.16 Transfer from Carefirst to United Healthcare**

All bargaining unit members currently enrolled in Carefirst shall be moved to United Healthcare Select.]

\* \* \*

**21.10 Tuition Assistance**

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- s.) [The amount and proportion of tuition assistance funding shall be a subject of the 2<sup>nd</sup> year reopener of this contract, effective July 1, 2013.] For each fiscal year, 50% of tuition assistance

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<sup>2</sup> Per action taken on May 26, 2011, the County Council did not approve full funding for this provision. On that date, the Council adopted a different cost-sharing arrangement for bargaining unit employees, to become effective on January 1, 2012. See Appendix XXI

<sup>3</sup> Per action taken on May 26, 2011, the County Council did not approve full funding for this provision. On that date, the Council adopted a different cost-sharing arrangement for bargaining unit employees, to become effective on January 1, 2012. See Appendix XXI

funding, not including tuition assistance funds dedicated to other bargaining units, shall be allocated to eligible UFCW Local 1994 MCGEO bargaining unit members. Once this amount is exhausted, the County will not approve any additional tuition assistance requests from bargaining unit members for the remainder of the fiscal year.

\* \* \*

#### 21.19 Employee Life Insurance<sup>4</sup>

Effective July 1, 2012, the County provided life insurance benefit will be 1x the bargaining unit member's salary. Bargaining unit members will retain the option to purchase additional life insurance coverage. The amount of coverage will be pro-rated for part-time employees.

Effective January 1, 2014, employees shall be able to purchase optional term life insurance in amounts from 1 to 8 times their basic annual earnings subject to a maximum of \$1,000,000. Employees shall pay the full cost for the coverage. This policy will go into effect only if accepted by all bargaining units.

#### 21.20 Access to Group Insurance

Bargaining unit members who separate from County service shall continue to have access to their elected group insurance benefits until the date of their final paycheck. Any continuation beyond that date shall be subject to the provisions of COBRA.

#### 21.21 Retiree Health Insurance

In accordance with Montgomery County Council Resolution No. 17-163, the following changes to the retiree group insurance cost sharing formula shall be implemented for all bargaining unit member hired after July 1, 2011:

- (a) Each employee hired or rehired as a permanent employee on or after July 1, 2011, including any employee awarded a non-service connected disability, and who is a member of a County retirement plan must have at least 10 years of County service to be eligible for group insurance continuation when the employee leaves County service. All other eligibility criteria remain the same as applied before that date.
- (b) The cost-sharing formula for each employee hired or rehired as a permanent employee on or after July 1, 2011, for medical, dental, discount vision, standard option prescription, basic life, and dependent life insurance(\$2,000/\$1,000/\$100 tier),is:
  - (1) 50% County/50% retiree for each retiree with 10 years of eligibility under the group insurance plan as an active employee;
  - (2) 70% County/30% retiree for each retiree with 25 or more years of eligibility under the group insurance plan as an active employee; and
  - (3) for each year between 10 and 25 years that the employee is eligible under the group insurance plan as an active employee, the County's share must increase 1.33 percentage points to the maximum County share of 70%.

If an employee retires on a service-connected disability under the Employees' Retirement System and the employee does not have 10 years of eligibility under the group insurance plan, for group

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4 Per action taken on May 26, 2011, the County Council did not approve full funding for the previous life insurance benefit level. On that date, the Council reduced the life insurance benefit premium for bargaining unit employees from 2x salary to 1x salary, to become effective on January 1, 2012. See Appendix XXI

insurance eligibility and cost-sharing purposes the employee must be treated as having 10 years of County service.

\* \* \*

**ARTICLE 22  
TRANSFERS**

**22.1 Definition**

Transfers for the purpose for this Agreement shall have the same meaning as provided in Section [21-1] 26-1 of the Montgomery County Personnel Regulations, effective [July 1, 1986] July 1, 2001, and as amended on December 1, 2002. Transfers usually involve one or more of the following factors:

\* \* \*

**22.4 Notification of Transfer**

- (a) Prior to any transfer, the affected employee(s) shall receive a notification of transfer consistent with Section 22.2 of the collective bargaining agreement as to the reason for transfer.
- (b) Employees shall be given a thirty (30) day notice prior to a transfer taking effect. However, such notice shall not be required in the event of a demonstrated operational need.
- (c) An employee who alleges a transfer imposes a hardship may submit documentation of the hardship and request a temporary delay of the transfer. For the purpose of this Article, "hardship" is defined as:

- (1) negatively impacting an employee's dependent care, or
- (2) conflicting with educational courses the employee is enrolled in.

No such requests shall be unreasonably denied. This sub-section does not apply to shift bid picks or memorandums of understanding regarding shift bid processes.

- (d) An employee will have seven (7) calendar days from notice of transfer to provide documentation in order for a hardship request to be considered. The Employer will have seven (7) calendar days to verify that a hardship exists and respond to the employee. The Employer will also consider if an employee has previously used the reason as a hardship. If a hardship is denied, the transfer will become effective from the original date of transfer.

**22.5 Appeal of Transfer**

A unit employee may appeal an involuntary transfer consistent with Section [21-6] 26-5 of the Montgomery County Personnel Regulations, effective [July 1, 1986] July 1, 2001, and as amended on December 1, 2002.

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**ARTICLE 27  
REDUCTION-IN-FORCE**

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**27.2 Policy**

[During FY 2011, a] 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. Furthermore, any bargaining unit employee replacing a probationary, temporary, or seasonal employee under this subsection, must meet the minimum qualifications as defined in AP 4-19, Section 3.14. [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.]

The retention of Term employees will be determined in accordance with AP 4-19, Section 3.7.

In accordance with AP 4-19, Section 2.0, the following alternatives are to be exhausted before a reduction in force is instituted:

- (a) Effective position management and employee placement
- (b) Reducing work hours
- (c) Restructuring positions
- (d) Retraining of incumbents
- (e) Discontinued/ Administrative Retirements
- (f) Implementing a hiring freeze as defined in AP 4-19, Section 5.2

The parties reserve their rights in accordance with Montgomery County Code 33-107.

\* \* \*

#### 27.4 Notification

- (a) An employee who is affected by a reduction-in-force must be given at least 30 days written notice. Whenever practicable, a longer notice should be given.
- (b) On [or before April 15] March 15, the Union shall be provided a list of proposed bargaining unit [employees whose] positions, which as a result of budget decisions [, are proposed] by the Employer [to] may be abolished. [This] At a later date, a list will be provided to the Union to [shall] include affected bargaining unit employees' names, home addresses and [the employees'] seniority rank within the class.

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### ARTICLE 34 SAFETY AND HEALTH

\* \* \*

#### 34.10 General Conditions

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- [(c) If the Union believes that a hazard exists and that it has not been eliminated with reasonable promptness, the Union shall have the right to notify the Director of Risk Management, who shall conduct an investigation and respond to the Union.]
- (c) Each department shall develop an employee and worksite safety policy, to include the subject of public access in the workplace. Each worksite specific policy should identify processes to restrict access to employee work areas where operationally appropriate, without impacting customer service. All policies shall be submitted to the LMRC Steering Committee for review no later than December 1, 2013.
- (d) Worksite safety coordinators will work in collaboration with the LMRC Steering Committee to identify, develop, or update site specific policy and program priorities for employee safety and health initiatives.
- (e) The Employer shall make reasonable efforts, taking into account any fiscal, physical, or operational constraints, or customer service needs, to eliminate any identified safety and health hazards in an expeditious manner.
- (f) If the Union believes that the identified hazard has not been eliminated with reasonable promptness, the Union may file a grievance in accordance with Article 10 of this agreement. Any such grievance shall be expedited to arbitration in accordance with Article 11 of this Agreement.

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**ARTICLE 41**  
**RETIREMENT**

\* \* \*

**41.11 Adjustable Pension Plan**

The parties agree to establish a study group consisting of three (3) union representatives, three (3) employer representatives, and any consultants which either side may engage, for the purposes of studying Adjustable Pension Plan(s) for bargaining unit members. Each party shall be responsible for their consultant's fee.

The parties shall continue their study of the union's Adjustable Pension Plan (APP) proposal to address the need for employee retirement security, the County's fiduciary responsibility, and avoidance of any accrued actuarial liability as a result of implementing the APP. If the parties reach agreement on the APP, the parties will submit legislation to the County Council to implement the APP by January 2014. Should the parties not reach agreement on the APP by October 2013, the parties retain their rights to impasse resolution under the Collective Bargaining Law.

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**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, [2012] 2013, and terminate June 30, [2015] 2016. Renegotiation of this Agreement shall begin no later than November 1, [2014] 2015, and shall proceed pursuant to the County Collective Bargaining Law.

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**ARTICLE 49  
RE-OPENER**

\* \* \*

**49.2 Reopener for [Second] the Third Year**

For [second] the third year of the contract in November 1, [2012] 2014, the contract will reopen for negotiations on the following topics: [wages, benefits, unresolved issues from January 2012 LRC decision on negotiability, shift differential, Sheriff's salary schedule, EVT certification, health benefit premium split, tuition assistance proportional funding, number of accepted individual position classification studies and adjustable pension plans, if necessary.]

- (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, [2013] 2015.

**[49.3 Reopener for Third Year**

For the third year of the contract in November 2013, the contract will reopen for negotiations on wages, benefits, and the number of occupational class studies for FY15. 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, 2014.]

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**ARTICLE 52  
INQUIRIES INTO ASSERTED ABUSIVE CONDUCT**

Article is held in abeyance in accordance with Article 57.

If the Union believes that a supervisory employee has engaged in abusive or intimidating behavior toward a unit member, the Union may file a confidential complaint with the Office of Human Resources with as much information as possible. The Office of Human Resources will conduct a confidential investigation of the complaint, to be completed within 90 days. OHR will then provide a confidential report of its findings and any recommendations for corrective action to the department head and the CAO.

\* \* \*

**ARTICLE 53  
SUBSTITUTE, SEASONAL, AND TEMPORARY EMPLOYEE**

**53.1 Wages**

\* \* \*

- (b) Seasonal employees on the Seasonal Salary Schedule who do not encumber OPT/SLT unit positions shall receive [~~\$.40~~] \$.50 per hour increase across the board effective the first full pay period in July, [2007] 2013; and \$.50 an hour effective the first full pay period in July, [2008] 2014. [; and \$.45 an hour effective the first full pay period in July, 2009.]

\* \* \*

#### ARTICLE 57

### CLIMATE/CULTURE SURVEYS AND CONFLICT FACILITATION PROCESS

#### 57.1 Introduction

The County and the Union agree that mutual respect between and among managers, supervisors, employees, and co-workers is integral to the efficient conduct of County business. The purpose of this Article is to establish two programs intended to foster such an environment: (1) a Climate/Culture Survey Process to assess the working climate in departments and (2) a Conflict Facilitation Process. The purpose of these two programs is to facilitate communication and positive working relationships between employees and their supervisors, to foster an environment of mutual respect and one where employees can provide feedback to the County, its Departments and supervisors without fear of retaliation or inappropriate behaviors.

#### 57.2 Duration

The parties agree that this Article shall be implemented as a pilot program effective July 1, 2013 and automatically end two (2) years later on June 30, 2015. For those two (2) years, this Article shall replace Article 52 of this Agreement. At the conclusion of the pilot program, the parties may, by mutual agreement, continue one or both programs contained within this article as fully implemented and established provisions of this collective bargaining agreement. If the parties do not agree to continue the Conflict Facilitation Process past June 30, 2015, the language therein shall become null and void and Article 52 shall become effective again.

#### 57.3 Climate/Culture Surveys

- (a) The parties agree to jointly develop, through the LMRC process, a climate/culture survey for use in departments, and/or units within departments, to assess the working climate in departments.
- (b) The data obtained from the surveys shall be shared with the parties through the LMRC process and will be used to help identify opportunities for training, joint activities, and other appropriate and mutually-agreed-to activities.
- (c) The first survey will be issued within three (3) months after the parties mutually agree to the survey questions but no later than November 1, 2013.
- (d) Should the parties mutually agree to continue this process, climate surveys will be conducted at a minimum of every two (2) years.

#### 57.4 Conflict Facilitation Process

- (a) The County and the Union will identify, develop and jointly train a cadre of neutral facilitators from the ranks of the bargaining unit and management employees.

- (b) Facilitation will be conducted either by a dual/joint County/MCGEO Facilitation Team (i.e., co-facilitation---one facilitator designated by the Employer plus one facilitator designated by MCGEO), or, upon mutual agreement, an outside facilitator.
- (c) The Countywide LMRC steering committee will jointly develop operating procedures, including timeframes, rules, size of the facilitator cadre, etc., for the process as well as a list of issues and circumstances that are appropriate and subject to the process (e.g., communication issues, inappropriate behaviors, such as abusive language or behaviors), and issues that are not appropriate for the process (e.g., performance issues).
- (d) An employee who believes that he/she has been treated unfairly or inappropriately by his/her supervisor may request facilitation under this process. The employee must make a written request for facilitation via MCGEO and/or the Director of Human Resources, or his/her designee. The process may also be initiated by management. OHR will notify the relevant department director of the request.
- (e) Within fourteen (14) days of the request for facilitation, the parties will select co-facilitators who will review the request and the issues involved and to ensure the following:
  - (1) That the issues are appropriate for the process and have the potential to be resolved by facilitation,
  - (2) That the issues are not matters that are currently, or were previously brought forward, utilizing the Article 57 process, or the subject of a prior or current grievance or any other pending action/process, and
  - (3) That the issue is not more appropriately handled in the EEO process.
- (f) The co-facilitators will schedule a meeting with all involved parties within five (5) days after reviewing the request.
- (g) The process includes the following possible outcomes:
  - (1) The affected parties to the dispute resolve the dispute;
  - (2) The parties do not resolve the dispute; the co-facilitators may make recommendations for further action, if any, to the Department Director, OHR Director, and Union. Possible actions include training, skill building, mentoring, referral to the EAP, etc.
  - (3) Request by any party for OHR intervention, including, providing training, additional facilitation, team-building, etc.
  - (4) The employee/Union may file a grievance in accordance with Article 10 if the dispute has not been settled to the employee's/Union's satisfaction.
- (h) The parties agree
  - (1) to utilize the conflict facilitation process in good faith;
  - (2) that no employee shall be subject to retaliation for participating in the conflict facilitation process, and
  - (3) that the process shall not be used to intimidate or harass supervisors for managing responsibly.
  - (4) that participation in the process is not voluntary.

#### 57.5 Role and Responsibilities of LMRCs

- (a) The County-wide LMRC steering committee shall have overall responsibility for the administration of this Article.
- (b) Department/unit LMRCs shall be responsible for the development, distribution, collection and analysis of the climate/culture surveys.

\* \* \*

**APPENDIX I  
OPT UNIT SHERIFFS**

- (a) The clothing allowance shall be [~~\$1,175~~] \$1338.00

\* \* \*

**APPENDIX IV  
OPT Unit - DEPARTMENT OF CORRECTIONS AND REHABILITATION**

\* \* \*

(i)

\* \* \*

- 2. [At the beginning of the first full pay period following July 1, 2007, all bargaining unit employees who are Community Health Nurses working in the Department of Correction and Rehabilitation on that date will receive a \$800 one-time, lump-sum retention incentive payment. At the beginning of the first full pay period following July 1, 2008, all bargaining unit employees who are Community Health Nurses working in the Department of Correction and Rehabilitation on that date will receive a \$900 one-time, lump-sum retention incentive payment.] At the beginning of the first full pay period following July 1, 2009, all bargaining unit employees who are Community Health Nurses working in the Department of Correction and Rehabilitation on that date will receive a \$1100 one-time, lump-sum retention incentive payment. The retention incentive payment will not be added to base salary. Any bargaining unit employee receiving the retention incentive must remain a Community Health Nurse working in the Department of Correction and Rehabilitation for at least 1 year after receiving the incentive, and must agree to repay a prorated amount of the total incentive to the employer if the bargaining unit employee does not continue working as a nurse in the Department of Correction for the entire 1 year period. The employee will not have to repay the incentive if the employee dies, the County terminates the individual, or the employee is promoted to another position within the Montgomery County government. Employees hired or transferred after July 1, 2013, shall not be eligible to receive this incentive.

\* \* \*

**APPENDIX XXII  
Wellness Program**

The parties agree that the following steps have or will be taken to establish a robust union-management wellness program:

- 1. Hire Wellness Program Manager by Spring 2013
- 2. Beginning in the spring of 2013, the County shall issue a solicitation for a contractor to provide comprehensive population health/wellness services, including the identification and reduction of health risks associated with preventable chronic illnesses, assisting those members with

chronic illness to better manage their disease(s), health plan advocacy, and the gathering and reporting on population health and wellness data. The contract is expected to be awarded on or before July 1, 2013.

3. On or before July 1, 2013, the parties shall establish a Labor Management Wellness Committee whose primary purpose shall be creating and fostering a culture of employee health and wellness. The committee will design, develop, and recommend for implementation the County's wellness strategy.
4. Based on information provided by the contractor, and agreement by the Wellness Committee, the Committee will deliver program recommendations for wellness and disease management before December 2013.
5. Health trust committee: the parties agree that UFCW Local 1994 will join the County and the FOP's Employee Benefits Committee to study, review, and evaluate the feasibility of establishing a union health care trust, joint healthcare trust or Union administered plan for possible implementation no later than January 1, 2015.
6. This Appendix may be modified by written agreement of the parties.

\* \* \*

\* \* \* \* \*

IN WITNESS WHEREOF, the parties hereto have caused their names to be subscribed by their duly authorized officers and representatives this \_\_\_\_ day of March 2013.

Municipal and County Government  
Employees Organization, UFCW  
Local 1994, AFL-CIO

By: Gino Renne  
Gino Renne  
President

Montgomery County Government  
Montgomery County, Maryland

By: Isiah Leggett  
Isiah Leggett  
County Executive

3/28/13  
Approved for Form and Legality  
County Attorney