

Resolution No.:	<u>18-1106</u>
Introduced:	<u>April 10, 2018</u>
Adopted:	<u>May 1, 2018</u>

**COUNTY COUNCIL  
FOR MONTGOMERY COUNTY, MARYLAND**

---

Lead Sponsor: Government Operations and Fiscal Policy Committee

---

**SUBJECT:** Collective Bargaining Agreements 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 2, 2018, 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, 2017 through June 30, 2019. A copy of the Agreement is attached to this Resolution.
4. The Executive has submitted to the Council the terms and conditions of the Agreements that require or may require an appropriation of funds or changes in any County law or regulation for FY2019.
5. A Government Operations and Fiscal Policy Committee considered the Agreements and made recommendations on April 27, 2018.
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 the following provisions for FY2019:

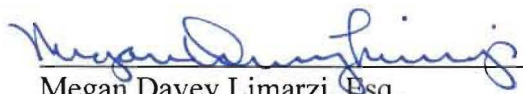
1. 2% general wage adjustment payable on the first pay period after December 1, 2018.
2. 3.5% service increments for all eligible bargaining unit members on their anniversary date.
3. Longevity step increment of 3% or 3.5% for eligible bargaining unit members per the Agreement. Add a second step at 24 years of service and change the first step from 20 to 18 years of service.
4. Tuition Assistance up to \$150,000.
5. 25 individual and 7 job class classification studies.
6. Additional \$0.25 per hour for seasonal employees.
7. Increase the tool allowance and shoe reimbursement per the Agreement.
8. Pharmacy Benefit Management Program.

The County Council intends to reject the following provisions for FY2019:

The Council intends to reject the group insurance benefits in the agreement. The Council intends to approve the group insurance provisions as they were included in FY2018 operating budget. To the extent that this approval is inconsistent with any provision of the collective bargaining agreement, that provision is disapproved.

The Council intends to approve all other provisions of the Agreement subject to Council review.

This is a correct copy of Council action.

  
Megan Davey Limarzi, Esq.,  
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 United Food and Commercial Workers, Local 1994, Municipal & County Government Employees Organization (Union), conducted negotiations pursuant to Section 33-108 of the Montgomery County Code for the term July 1, 2017 through June 30, 2019. As a result of those negotiations, the Employer and Union agree that the Collective Bargaining Agreement shall be amended according to the terms set forth below.

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 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. The salary schedule shall contain a longevity increment 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, 2017, the value of the longevity increment after 20 years of service for bargaining unit members on the Correctional Officers or Deputy Sheriff Uniform Salary Schedules shall increase from 3 to 3.5 percent. Effective July 1, 2018, the 20 year longevity increment for bargaining unit members in the OPT/SLT Salary Schedule only will be replaced with a longevity increment for bargaining unit members who are at the maximum of their pay grade and have completed 18 years of service (beginning year 19) equal to a 3 percent increase to be paid the first full pay period following their 18 year service anniversary. Effective July 1, 2018, the salary schedule for bargaining unit members in the OPT/SLT Salary Schedule only shall contain an additional longevity increment for bargaining unit members who are at the maximum of their pay grade, and have completed 24 years of service (beginning of year 25) equal to a 3 percent increase to be paid the first full pay period following their 24 year service anniversary (See Appendix VII). Bargaining unit members who

are at the maximum of their pay grade and have already completed 18 years of service as of July 1, 2018 shall receive their 18 year longevity increment effective the first full pay period after July 1, 2018. Bargaining unit members who are at the maximum of their pay grade and have already completed 24 years of service as of July 1, 2018 shall receive their 24 year longevity increment effective the first full pay period after July 1, 2018.

## 5.2 Wages

(a) Effective the first full pay period following ~~[July 1, 2016]~~ August 1, 2017, each unit member shall receive a ~~[0.5]~~ 2.0 percent general wage adjustment (GWA). Effective the first full pay period following ~~[January 1, 2017]~~ December 1, 2018, each unit member shall receive a ~~[0.5]~~ 2.0 percent general wage adjustment. Bargaining unit employees shall be paid a base salary pursuant to the uniform pay plan, which appears in Appendix VII[A] of this Agreement.

[(b) The County agrees to pay a 1.0% (one percent) lump sum payment in FY17 to top of grade bargaining unit members who are actively employed by the County on July 1, 2016. This calculation shall be made based on the employee's base salary paid the first full pay period following July 1, 2016. This lump sum amount shall be pro-rated for part-time employees. Employees who are scheduled to receive a longevity step during FY17 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 FY17. Eligible employees who are on unpaid leave and return to work during FY17 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 FY17, prorated based on the number of hours worked up to that point during FY17. 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.]

[(c)] (b) All previously postponed general wage adjustments will not be paid in FY ~~[2017]~~ 2018 or FY2019.

\*\*\*

## 5.4 Multilingual Pay Differential

\*\*\*

(c) Compensation - Compensation is determined by the employee's language skill level. Compensation is paid for all hours actually worked during the pay period. [Employees certified at the advanced skill level will receive \$1.00 per hour for all hours actually worked.] Effective the first full pay period after July 1, 2003, employees certified at the basic skill level will receive \$1.00 per hour for all hours actually worked. Employees certified at the advanced skill level will receive \$1.50 per hour for all hours actually worked.

\*\*\*

## 5.29 Professional License/Certification Reimbursement

\*\*\*

[The parties agree to create a joint study committee consisting of three (3) representatives from each party to look at the following: Bargaining unit members who are required to maintain/obtain certifications (to include ASEs and EVTs) shall receive compensatory time for time to take the test. Additionally, employees required to attend classes or training necessary for the maintenance of certification on non work time, shall be compensated at one and one-half (1½) times their normal rate of pay. This study committee shall report its recommendations to the parties no later than November 1, 2011.]

\* \* \*

#### ARTICLE 6 SERVICE INCREMENTS

\* \* \*

6.8 Effective July 1, ~~[2016]~~ 2017, and July 1, 2018, 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 2017]~~ FY 2018 or FY 2019.

\* \* \*

#### Article 9 WORKING CONDITIONS

\* \* \*

#### 9.9 Classification Issues

\*\*\*

(c) 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.

(1) A total of 25 Individual studies will be accepted in June ~~[2016]~~ 2017 in preparation for the FY ~~[2017]~~ 2018 studies. A total of 25 individual studies will be accepted in June 2018 in preparation for the FY 2019 studies. [Half the funding for the studies shall be requested from the LMRC.]

\*\*\*

(4) Requests for Position Reclassifications will be accepted based on priority as ranked below:

\*\*\*

(b) Change in duties directly relating to the Department priority objectives or mission for [FY 17] FY 2018 or for FY 2019, respectively, as reflected in the County's Operating or Capital Budget and/or the Department's strategic plan.

\*\*\*

(m) The County shall conduct classification reviews of seven (7) job classification studies in [FY 2017] FY 2018. These classifications shall be jointly determined by the parties. The Library Associate classification shall be one of the seven classifications reviewed in FY 2018.

\*\*\*

#### 9.14 Recreation Discounts

[All bargaining unit employees will receive a 50% discount on recreation center gym/weight room cards, a 20% discount on a recreation department individual or family pool pass, and a 20% discount on one recreation department class per season. These discounts apply only to bargaining unit employees and not family members with the exception of the family pool pass discount.]

All bargaining unit merit employees will be granted access to, and use of, recreation center gym/weight rooms and aquatic centers free of charge and a 20% discount on a recreation department family pool pass. In order to receive such access and/or discount the bargaining unit members shall follow the administrative process established by the parties.

\* \* \*

### ARTICLE 10

#### GRIEVANCES

\* \* \*

#### 10.9 Expedited Review

In disciplinary matters, [the Union and the Employer may agree to expedite the grievance directly to arbitration.] dismissal and termination actions may be expedited to arbitration by either the Union or the Employer.

\* \* \*

### ARTICLE 15

#### SICK LEAVE

\* \* \*

#### 15.7 [Sick Leave Donor Program] Sick Leave Bank Policy

【The Sick Leave Donor Program allows bargaining unit employees who have achieved merit system status to give additional sick leave to eligible bargaining unit employees who have exhausted all types of accrued leave.

- (a) Approval of sick leave donations; employee eligibility to receive sick leave donations
  - (1) A department head, or designee (other than the employee's supervisor), will approve a sick leave donation for an employee who reports to the supervisor, only if the employee:
    - (A) has completed their probationary period and achieved bargaining unit status;
    - (B) has an extended illness or injury that causes the employee to be unable to work for more than 7 consecutive calendar days or the employee is the primary caretaker for the employee's spouse or child who has a serious health condition;
      - (1) Add as new: "employee's parent": The County proposes a joint labor/management study committee, consisting of equal number of participants, to determine the need for such a provision. The study committee will make recommendations to the parties.
    - (C) has requested leave;
    - (D) has used all accrued annual leave, sick leave, personal leave, and compensatory time; and
    - (E) has submitted the following to the department head or designee (or another has submitted the following on the employee's behalf);
      - (i) a Sick Leave Donor Program Authorization Form, with the appropriate portions completed;
      - (ii) a completed Sick Leave Donation Form that lists the names of the employees who are willing to donate sick leave and the amount of leave to be donated by each; and
      - (iii) a completed Medical Certification Form for Sick Leave or a written statement from the employee's health care provider stating:
        - (a) that the employee cannot perform the essential functions of the employee's position because of the employee's serious health condition, complications of pregnancy or childbirth, or recovery from childbirth; and
        - (b) the estimated date when the employee will be able to return to work; or
      - (iv) (a) a written statement from the employee's spouse or child's health care provider stating the employee is the primary caretaker for the employee's spouse or child who has a serious health condition, complications of pregnancy or childbirth, or recovery from childbirth; and

(b) the estimated date when the employee will be able to return to work.

(2) In extenuating circumstances, the department head, or designee, may submit a written request to the OHR Director to waive the 7-day waiting period for an employee or the requirement that an employee has completed their probationary period and achieved bargaining unit status. Extenuating circumstances may include an employee who:

- (A) used all the employee's leave for the employee's or a family member's serious health condition; or
- (B) is part-time instead of full-time because of a serious illness or injury that required long-term treatment, if the serious illness or injury later prevents the employee from performing any work.

(3) In a leave year, a department head or designee may approve up to 1040 hours of donated leave for a full-time employee and a prorated amount of donated leave for a part-time employee.

(4) A department head, or designee, must not approve a leave donation for an employee who:

- (A) resigns or is separated from County employment;
- (B) is suspended, during the period of suspension; or
- (C) is taking a leave of absence that is unrelated to an extended illness or injury.

(5) A department head, or designee, must not approve a leave donation for an employee who is eligible for, or is currently receiving, disability leave or another benefit under a County or State program that provides full income maintenance payments for illness or injury. However, if the benefit from the County or State program is for medical expenses and not compensation for lost wages, the supervisor may approve a sick leave donation for the employee.

(b) Employee Eligibility to Donate Sick Leave

(1) (A) A full-time employee donor must keep a balance of at least 80 hours of sick leave after donating sick leave.

(B) A part-time employee donor who regularly works 40 or more hours per pay period must keep a balance of at least 40 hours of sick leave after donating leave.

(C) A part-time employee donor who regularly works less than 40 hours per pay period must maintain a pro-rated amount of unused sick leave.

(D) An employee may also donate annual leave in a minimum amount of eight (8) hours.

(2) An employee must not donate sick leave after giving oral or written notice of retirement or resignation or after receiving written notice of separation from County employment.

(3) Bargaining unit members who work with uniform service members covered by the FOP or the IAFF may receive from and donate sick leave to these employees, subject to contractual agreement by the FOP and the IAFF in their respective collective bargaining agreements.】

Bargaining unit members should refer to the Montgomery County Government and UFCW Local 1994 Municipal and County Government Employees Organization (MCGEO) Sick Leave Bank Policy.

\*\*\*



[15.12 Sick Leave Bank

The parties agree to implement a new sick leave bank effective October 1, 2012.

The sick leave bank shall be implemented upon agreement of both parties. The current sick leave donor bank as outlined in section 15.7 of this agreement shall remain in effect until a newly agreed upon bank is implemented by the parties.]

\* \* \*

**ARTICLE 19**

**ADMINISTRATIVE LEAVE**

\* \* \*

19.3 Critical Incident Stress Management

The County and the Union shall establish a Joint Committee to discuss an appropriate Critical Incident Stress Management policy. Committee members will be appointed by Management and the Union. The Committee members shall consist of three management representatives and three Union representatives. The Committee shall commence on or about July 1, 2017 and issue its final report and end no later than June 30, 2018.

\* \* \*

**ARTICLE 21**

**BENEFITS**

\* \* \*

21.2 Health Benefits

\*\*\*

- (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 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.

\*\*\*

v. Effective July 1, 2017, or as soon as administratively possible. *Exclusive Specialty Pharmacy*—program that requires plan members to purchase specialty medications

through the pharmacy benefit manager's exclusive specialty pharmacy arrangement. Any medication that the pharmacy benefit manager ("PBM") does not designate as a specialty medication is not subject to this requirement. In instances where the specialty medication is not available at the PBM's specialty pharmacy, the PBM shall coordinate purchasing arrangements with another specialty pharmacy within the PBM's network.

At the member's request, the pharmacy benefit manager will deliver the specialty medication to the member's home, the member's physician's office, or to a retail pharmacy of the member's choosing that is part of the PBM's pharmacy network.

\*\*\*

#### 21.10 Tuition Assistance

The maximum annual allowance payable under the Employee Tuition Assistance Program shall be ~~[\$1830]~~ \$1,930 in FY18 and \$2,030 for FY19. The employee must remain employed for at least 2 years after completion of any course funded in whole or part by the County, or pay back the County a pro-rated portion of the funds received.

\*\*\*

(s) Corrections and Sheriffs. The parties agree to create a list of courses and institutions which are representative of the type of law enforcement or job-related training that qualifies for tuition assistance. Bargaining unit members may use tuition assistance for such courses. In the event that either party disputes any non-accredited course or institution for qualification, the parties agree that such dispute will be reviewed by a panel composed of equal numbers of Employer and Bargaining Unit representatives. If the panel cannot reach consensus on the dispute, the matter will be referred to a mutually agreed upon third party educational expert with a background in law enforcement or job class for final determination.

\* \* \*

### ARTICLE 32

#### TOOLS AND UNIFORMS

\* \* \*

#### 32.2 Tool Allowance

Consistent with this Article, the Employer will provide quarterly payments to eligible employees to be used for the replacement of tools. Employees must provide receipts for the full amount of the tool allowance. Failure to present receipts equal to or greater than the tool allowance will result in tax consequences and consideration of the tool allowance as income. The schedule for the annual tool allowance will be as follows:

Bargaining Unit Occupational Class	Amount
------------------------------------	--------

Mechanic Autobody Repairer Mechanic Leader Welder*	[\$675] <u>\$785</u>
Apprentice Mechanic	[\$575] <u>\$665</u>
Mechanic Helper	[\$475] <u>\$550</u>

\*NOTE: Welder must maintain tools at Mechanic level and will be called upon, as an assignment of work, to perform Mechanic work from time to time.

\*\*\*

### 32.5 Uniforms For Employees

\*\*\*

#### (b) Department of Public Works & Transportation

\*\*\*

(3) The County will reimburse for one pair of Departmentally approved winter boots to employees assigned as uniformed "Ride-On" Bus operators and Controllers for an amount not to exceed [\$50] \$75 during the first and second contract year.

\*\*\*

#### (d) Safety Apparel/Equipment

\*\*\*

(3) The County shall contribute up to [\$121.67] \$145 in each fiscal year of the agreement toward the purchase of safety shoes by employees, as required or recommended by management. To receive this reimbursement the employee must: present a valid receipt for the purchase of the shoes to his or her assigned Department or Agency; the shoes must fit the job assignment to the bargaining unit employee as determined by Risk Management, and the shoes must comply with American National Standard Institute (ANSI) safety standard ANSI: Z41-1983, or subsequently adopted appropriate ANSI standard.

\* \* \*

## ARTICLE 34

### SAFETY AND HEALTH

\* \* \*

#### 34.22 Radon Testing

The County will develop and implement a testing protocol for radon in all County facilities (owned and leased) in accordance with current industry standards.

\* \* \*

#### ARTICLE 41

#### RETIREMENT

\* \* \*

#### [41.7 Public Safety Employees Retention/Recruitment Committee:

The parties agree to establish a joint committee consisting of an equal number of union representatives and employer representatives for the purposes of studying improved recruitment and retention of Public Safety Telecommunicators, including the placement of these employees in the Group E ERS retirement plan. The committee shall discuss and vote upon whether or not to adopt recommendations. The committee shall report to the parties before September 1, 2009.]

\* \* \*

#### 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, [2016] 2017, and terminate June 30, [2017] 2019. Renegotiation of this Agreement shall begin no later than November 1, [2016] 2018, and shall proceed pursuant to the County Collective Bargaining Law.

\* \* \*

#### ARTICLE 52

#### [INQUIRIES INTO ASSERTED ABUSIVE CONDUCT]CLIMATE/CULTURE SURVEYS AND CONFLICT FACILITATION PROCESS

\* \* \*

[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.]

#### 52.1 Introduction

The County and the Union agree that mutual respect between and among managers, supervisors, employees, and coworkers is integral to the efficient conduct of County business. The purpose of this Article is to replace Article 52 of this agreement and 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 on where employees can provide feedback to the County, its Departments and supervisors without fear of retaliation or inappropriate behaviors.

#### 52.2 Climate/Culture Surveys

(a) A Climate/Culture Survey may only be conducted upon mutual agreement of the parties

(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 parties agree that this Article shall be implemented as a pilot program effective July 1, 2017 and automatically end two (2) years later on June 30, 2019 unless extended by mutual agreement by both parties.

#### 52.3 Conflict Facilitation Process

(A) Facilitation will be conducted by facilitators mutually agreed upon by the parties which may include an outside facilitator. The parties (MCGEO and the County) will each designate a neutral person to assist the participants and the Facilitator with the process. Any cost for the process shall be equally shared by the parties.

(B) 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.

(C) 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 matter 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,

(3) That the issue is not more appropriately handled in the EEO process.

(D) The co-facilitators will schedule a meeting with all involved parties within five (5) days after reviewing the request.

(E) 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 recommendation for further action, if any, to the Department Director, OHR Director, and Union. Possible actions include training, skill building, mentoring, referral to 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.

(F) 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;

(3) that the process shall not be used to intimidate or harass supervisors for managing responsibly; and

(4) that the participation is not voluntary.

#### 52.4 Role and Responsibilities of LMRCs

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

\* \* \*

### **Article 53**

#### **Substitute, Seasonal, and Temporary Employees**

\* \* \*

#### **53.1 Wages**

(a) Substitute and temporary unit members who encumber OPT and SLT bargaining unit positions shall be eligible for service increments, consistent with the provisions of Article 6 of this Agreement, after working a total of 1040 hours. In addition, these employees shall receive the general wage adjustment for each year of the Agreement provided in Article 5, Section 5.2 of this Agreement.

(b) Seasonal employees on the Seasonal Salary Schedule who do not encumber OPT/SLT unit positions shall receive either a \$.25 an hour adjustment effective the first full pay period after

July 1, [2016] 2017, or the Montgomery County minimum wage, whichever is greater. The parties shall meet to determine the hourly adjustment to the seasonal salary schedule for FY 2019 no later than November 20, 2017.

\* \* \*

#### Article 56

#### TELEWORKING AND ALTERNATIVE WORK SCHEDULES

\* \* \*

[The parties agree to work together to identify and offer opportunities for teleworking and Alternative Work Schedules for bargaining unit employees. Teleworking and Alternative Work Schedule shall be referred to the County-Wide LMRC for the purpose of establishing a county-wide policy, no later than December 31, 2012, containing but no limited to the following:

- (a) Availability
- (b) Job selection criteria
- (c) Implementation procedures
- (d) Employee accountability while teleworking
- (e) Training of managers]

The parties agree to work together to continue the implementation of the Pilot Telework Program through existing agreed upon Policies and Procedures and to work together to utilize consistent policies and procedures to implement a county-wide telework program. The parties agree to work together to identify and offer opportunities for Alternate Work Schedules for bargaining unit members.

\* \* \*

#### ARTICLE 57

#### [CLIMATE/CULTURE SURVEYS AND CONFLICT FACILITATION PROCESS]

#### RESERVED

\* \* \*

#### [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. Department/unit LMRCs shall be responsible for the development, distribution, collection and analysis of the climate/culture surveys.]

\* \* \*

#### APPENDIX IV

#### OPT Unit – DEPARTMENT OF CORRECTIONS AND REHABILITATION

\* \* \*

- (i)
  - 1. Any Nurse who is identified as the medical charge nurse shall be paid a \$1.75 per hour differential for each hour worked.
  - 2. At the beginning of the first full pay period following July 1, 2009, all bargaining unit employees who are [Community Health Nurses] merit Correctional Health Nurses and Licensed Practical 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] merit Correctional Health Nurse or Licensed Practical 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.

\*\*\*

(k) Emergency Response Team (ERT)

\*\*\*

2. An employee who is assigned to the emergency response team will receive a yearly stipend of \$1200 in the [first] last full pay period [following July 1.] of the Fiscal Year (after performing duties and responsibilities of the ERT). ERT members who have performed within the team (i.e. not on light duty, disability, extended leave or other leave status) for 75% (1,560 hours) of the fiscal year shall receive the stipend.

(l) DOCR CHN and LPN Items

1. Uniform allowance will be increased to \$250.00
2. Uniforms can be purchased at any uniform shop providing a receipt is provided.
3. Any appropriate print uniform may be worn by the nurses.

\*\*\*

[(v)] All language in this agreement that pertains specifically to community health nurses shall also apply to LPNs.]

[(w)] (v) All broken medical equipment shall be serviced or replaced as needed (the below listed items are now being examined to determine if repairs are necessary):

- 6 metal biohazard trash cans with step to open lid (MCDC/MCCF)
- Call bell system (MCCF)
- 1 Welch/Allen portable vital sign machine on wheels (MCDC/MCCF)
- 3 portable digital blood pressure machines
- 4 electronic thermometers
- 6 stethoscopes
- 1 pulse ox meter
- Sphygmomanometer wall unit with cuffs

[(x)] (w) The clocks of record at MCCF and MCDC will be the clock at key check and the clock in the roll call room, respectively.

[(y)] (x) The following items will be referred to LMRC for MCDC/MCCF:

- Cut trees along fence at MCDC fence line.

\* \* \*

## APPENDIX V

### OPT/SLT UNITS – DEPARTMENT OF LIQUOR CONTROL

\* \* \*

- (k) The County provides the following uniforms to DLC warehouse and delivery personnel:

1. gloves;
2. safety shoes as provided by Article 32.5(d)(3); insulated winter boots are eligible safety shoes, provided they meet ANSI standards;

\*\*\*

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

\*\*\*

9. The LMRC will develop and recommend a training program to include product knowledge and delivery checklist no later than January 1, 2018.

10. The LMRC will review and develop uniform guidelines for retail, to include vendor selection and uniform type and quantity. The new guidelines will be developed and recommended no later than November 1, 2018.

- [(m)] The parties shall establish a joint committee consisting of 5 members (2 union, 2 management, 1 Risk Management) to review and make recommendations on determination of a safe height for storing cases of product at the retail liquor stores and other safety issues. The Committee may appoint one or more outside consultants whose compensation shall not exceed \$10,000 total. The Committee shall submit its findings to the parties no later than October 1, 2006. Should the parties not reach agreement on the implementation of the Committee's recommendations, such recommendations shall become a subject of negotiations during term bargaining scheduled to begin in November 2006. Risk Management will provide the bargaining unit employees in the retail stores with safety training in product handling and storage. This provision shall be effective 15 days after approved by the County Council.]

- [(n)] (m) Parties agree to meet and discuss the procedure governing loads and upon agreement enter into a side letter outlining the policy.

- [(o)] (n) The parties agree to enter into an MOU detailing exceptions to the essential employee policy for warehouse personnel.

- [(p)] (o) The Department agrees to provide a list of work teams and their supervisors, listed by name to the Union.

- [(q)] (p) The Department agrees to examine the installation of a panic warning light in the stock room area in each retail store that, if possible, will be connected to the silent alarm. When the silent alarm is activated the light will alert employees in the stock room. The Department agrees to complete the installation no later than December 2008.

\* \* \*

## APPENDIX VI

### OPT/SLT UNITS – DEPARTMENT OF TRANSPORTATION

\* \* \*

(a) Transit Services - Ride-On

\*\*\*

[20. In process of implementation of working cameras on the bus/at parking lot. Work to be completed by 9/1/08.]

[21.] 20. Provide basic computer training for all coordinators.

[22.] 21. The parties agree to discuss excessive consecutive overtime hours operators are working to keep system running. Fatigue and excessive sick leave usage are current issues.

[23.] 22. The parties agree to discuss holiday schedules vs. Sunday schedule following holiday.

[24.] 23. The parties agree to discuss change in holiday/Sunday service.

[25. Effective January 1, 2008, DPWT Bus Operators will receive a retention increment of 1.5% after completion of four (4) years of service. Effective January 1, 2008, DPWT Bus Operators will receive a retention increment of 1.5% after completion of six (6) years of service.

FOR IMPLEMENTATION PURPOSES ONLY: DPWT Bus Operators who have completed more than four (4) years of service but less than six (6) years of service as of January 1, 2008 will receive a one time retention increment of 1.5%. DPWT Bus Operators who have completed more than six (6) years of service as of January 1, 2008 will receive a one- time retention increment of up to 3% provided it does not exceed the maximum of the pay range.]

[32.] 24. The use of recapped tires will be permitted on the rear of transit busses. [This practice will be reviewed after one year.]

\*\*\*

(e) Highway Services

1. Employees will be sent their score.
2. Staff will be provided with 1 cap, 1 summer hat, and 2 knit cold weather caps each year.
3. Staff will be provided with 5 pairs of pants each year.
4. Staff will be provided with 1 insulated coverall each year.

\* \* \*

## APPENDIX VII B

### DEPUTY SHERIFF UNIFORM SALARY SCHEDULE

\* \* \*

1. The County agrees to add one three and one half percent (3.5%) step to the Deputy Sheriff Uniform Salary Schedule for the DSIII and SGT columns and increase the longevity steps accordingly. Implementation and all adjustments to the Deputy Sheriff Uniform Salary Schedule shall be effective the first full pay period after July 1, 2017.

\* \* \*

#### APPENDIX VII C

#### CORRECTIONAL OFFICER UNIFORM SALARY SCHEDULE

\* \* \*

1. The County agrees to add one three and one half percent (3.5%) step to the Correctional Officer Uniform Salary Schedule for the COII and COIII columns and increase the longevity steps accordingly. Implementation and all adjustments to the Correctional Officer Uniform Salary Schedule shall be effective the first full pay period after July 1, 2017.

\* \* \*

#### APPENDIX X

#### DEPARTMENT OF PERMITTING SERVICES

\* \* \*

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

\*\*\*

- The LMRC will review and recommend changes to the fire marshal on-call rotation no later than December 1, 2017.
- The LMRC will review and recommend appropriate safety/OSHA training no later than December 1, 2017.
- In order to enhance efficiency, the LMRC will develop an area assignment procedure for field inspectors to be reviewed no later than December 1, 2017.
- The LMRC will review and recommend guidelines for promotions no later than December 1, 2017.

\* \* \*

#### APPENDIX XIII

#### DEPARTMENT OF PUBLIC LIBRARIES

\* \* \*

(f) Department of Public Libraries will refer branch security issues to LMRC. The library LMRC will review safety and security protocols to include police presence, panic buttons, security cameras, and resolve security issues as they arise.

\* \* \*

**APPENDIX XV**  
**DEPARTMENT OF RECREATION**

\* \* \*

(d) The parties agree to create a subcommittee of the County-wide LMRC, consisting of three (3) members appointed by management and three (3) members appointed by the Union, to look at issues related to wage compression resulting from increases to the minimum wage. This subcommittee shall report back to the main County-wide LMRC, no later than November 1, 2017.

\* \* \*

**APPENDIX XVIII**  
**[INTERNAL SALARY EQUITY REVIEW PILOT PROGRAM, EFFECTIVE DATE 7/1/2006]**  
**INTERNAL SALARY EQUITY REVIEW PROGRAM**

\* \* \*

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. 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.

III. 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, 2008. 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, 2008, require mutual agreement of the parties.]

A. The parties agree to establish a Wage Equity Workgroup consisting of three (3) employer representatives and three (3) union representatives. The Workgroup will meet from July 1, 2017 to June 30, 2018 and report to the Parties.

The Wage Equity Workgroup will advise on how to standardize the way in which relevant experience, education, training, and skills relevant to the job are evaluated by reviewing selected job classifications.

B. When a newly hired employee, hired between July 1, 2017 and June 30, 2019, (who can enter the bargaining unit after completing their probationary period) is granted a salary above the minimum of the pay grade, the Office of Human Resources agree to conduct a salary review to compare the salaries of similarly situated incumbents with the salary of the new employee. 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 the 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 relevant criteria) in the appropriate area of consideration (i.e. Department, Division, or Team).

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 increments 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 Appendix 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 effective date of this Appendix is July 1, 2017 through June 30, 2019. The parties can agree to make revisions to this Appendix during the Work Group's evaluation period.

\* \* \*

## **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.]

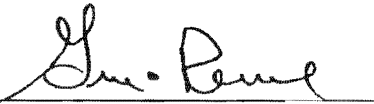
1. The parties shall continue the joint Labor/Management Wellness Committee whose purpose is to foster a culture of employee health and wellness. The Committee will review the design of the County's wellness strategy.

This Appendix may be modified by written agreement of the parties.

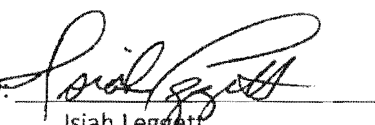
\* \* \* \* \*

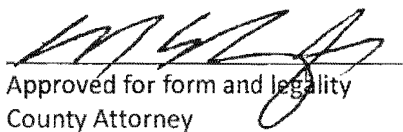
IN WITNESS WHEREOF, the parties hereto have caused their names to be subscribed by their duly authorized officers and representatives this \_\_\_\_ day of March 2017.

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

By:   
Gino Renne  
President

Montgomery County Government  
Montgomery County, Maryland

By:   
Isiah Leggett  
County Executive

  
Approved for form and legality  
County Attorney

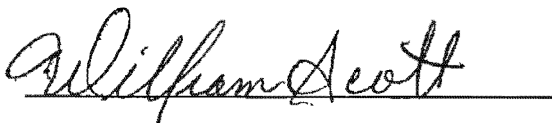
## Appendix II – OPT Unit - Health and Human Services

### Side Letter Agreement

In the spirit of labor management collaboration, the following proposals have been agreed to by the parties:

1. School Health personnel agree to add one day following the end of the school year for School Health Room Techs for FY18 and will apply for funding to continue in FY19.
2. Safety protocols related to School Health Rooms will be discussed at the LMRC.
3. HHS agrees to install an AED at 401 Hungerford Drive, Rockville, MD.
4. In an effort to resolve issues related to the application of Article 15, Sick Leave, and Section 15.6 (c), Use of Sick Leave, the Parties agree to meet to resolve issues related to the call-in procedures for the use of unscheduled sick leave by School Health Nurses and School Health Room Technicians. The Parties agree to attempt resolution by the end of the 2016-2017 school year. ~~Until such time as these issues can be resolved, the Parties agree that the past practice will continue.~~ JK 2/11/17

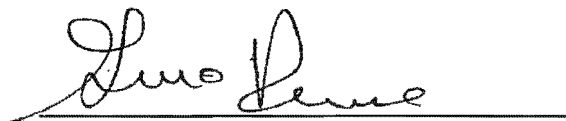
For the Employer:



William Scott

02/10/2017

For MCGEO:



Gino Renne

02/10/2017

SIDE LETTER

DEPARTMENT OF CORRECTION AND REHABILITATION

The Union has made a petition for reconsideration for those employees who received a 5% salary bonus upon hire and who claimed they lost said bonus at the time of implementation of the correctional officer uniform salary schedule. MCGEO will identify those individuals making claim to this. The County agrees to revisit this issue and to review the documents associated therewith for a final determination on this matter. This review shall be completed by June 30, 2018. The parties agree that the current mediator for term bargaining, Homer LaRue will continue to serve as the mediator over this issue.

MCGEO:

COUNTY:

*Homer LaRue 2/10/17 William Scott 2-10-17*

*Waiting*

## Inclement Weather Event/Safety Shoe Allowance - Side Letter

<sup>2017</sup>  
July 1, 2017 - June 30, 2019

The Montgomery County Government (Employer) and the Municipal & County Government Employees Organization, UFCW Local 1994, AFL-CIO (Union) hereby agree to the following procedures for Inclement Weather Events and Safety Shoe Allowance, by bargaining unit members in the Department of General Services (DGS), Division of Fleet Management Services (DFMS) facilities (specifically EMTOC, BMH, Nicholson, and Depot Mechanics) for the period beginning July 1, 2017 and ending June 30, 2019.

### Inclement Weather Event

All designated emergency essential Department of General Services (DGS), Division of Fleet Management Services (DFMS) bargaining unit employees who are assigned to work during periods of County Initiated inclement weather and other emergency event:

- Work assigned shifts due to operational needs of up to twelve (12) hours and not to exceed fourteen (14) hours;
- Provided designated rest periods not less than ten (10) hours. The designated rest periods include time reserved for matters related to personal hygiene (shower, clean-up, etc.);
- Provided clean and safe sleeping quarters and sleeping supplies;
- Employees are responsible for keeping issued sleep kit in good condition and returning all contents at the end of event;
- Meals will be provided for each shift three (3) times a day at a designated Department of Transportation (DOT) facilities throughout the period of Inclement weather or other emergency event. DGS will make every effort to ensure that employees will receive not less than two (2) hot meals. DGS will not reimburse bargaining unit employees for meals purchased when meals are provided by the County;
- All hours covered by the County designated Inclement weather or other emergency event shall be paid in accordance with Incident specific guidance issued by the County, current payroll procedures, and the collective bargaining agreement;
- Employees can accrue no more than 40 hours of compensatory leave during a County designated inclement weather or other emergency event during a calendar year.

*County*  
*William Scott*  
7-11-17

*Union*  
*Guo Ben*  
7-11-17

**Safety Shoe Allowance**

The Department of General Services (DGS), Division of Fleet Management Services (DFMS) shall contribute up to \$200.00 during 2017 toward the purchase of safety shoes by employees, as required or recommended by management. To receive this reimbursement, the employee must present a valid receipt for the purchase of the shoes to his or her assigned Department or Agency; the shoes must fit the job assignment to the bargaining unit employee as determined by Risk Management; and the shoes must comply with American National Standard Institute (ANSI) safety standard ANSI 741.1999, or subsequently adopted appropriate ANSI or ASTM standard.

IN WITNESS WHEREOF, the parties hereto have caused their names to be subscribed hereto by their duly authorized officer and representatives, this 17 day of March, 2016.

UFCW Local 1994, MCGEO

Montgomery County, Maryland

By: Yvette Lippert for 3/1/16  
Yvette Lippert, President Date

By: William F. Scott 3-7-16  
William F. Scott, Chief Negotiator Date

Approved as to form and legality  
Office of County Attorney

By: Heather A. Mulloy Date

County

William F. Scott

2-11-17

Chen

Shirley Chen

2-11-17

MEMORANDUM OF UNDERSTANDING  
CONCERNING PROPOSALS AFFECTING MANAGEMENT'S USE OF RIDE-ON BUS AND  
DEPOT DIGITAL RECORDING SYSTEMS AND LOCATION DEVICES  
BETWEEN

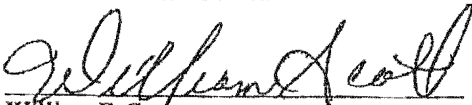
THE MONTGOMERY COUNTY GOVERNMENT ("THE COUNTY")  
AND  
UNITED FOOD AND COMMERCIAL WORKERS, LOCAL 1994, MUNICIPAL AND COUNTY  
GOVERNMENT EMPLOYEES ORGANIZATION, AFL-CIO ("MCGEO")

February 10, 2017

The parties have agreed to the disposition of certain proposals propounded by MCGEO on December 19, 2016 during the Fiscal Year 18 Term Bargaining period as follows:

1. On December 19, 2016, MCGEO introduced various proposals limiting the County's use of the video recording system in disciplinary matters as well as tracking devices on County vehicles. The proposal numbers are found in Appendix VI – OPT/SLT Units – Department of Transportation, (a)(20), (a)(36), and (c)(6).
2. On December 29, 2016, the County issued declarations of non-negotiability, alleging that the proposals violated various management rights.
3. A Prohibited Practice Charge was subsequently filed by MCGEO, challenging the declarations of non-negotiability.
4. The parties recognize that the issues surrounding the proposals are complex, and cannot be addressed within the time allotted for FY 18 term bargaining.
5. In an effort to resolve the disputed proposals, the parties hereby agree to remove the proposals from consideration during FY 18 term bargaining, and that the parties will continue to negotiate beyond the expiration of the FY 18 bargaining period for a period of 60 days.
6. The parties further agree that the matters shall be resolved no later than 60 days from the date of this Memorandum, unless the parties determine that more time is necessary for mutual resolution.
7. Once the parties have agreed that the matter has been settled, MCGEO will withdraw its August 20, 2014 Prohibited Practice Charge, and the County will withdraw its declarations of non-negotiability regarding the specific proposals related to the use of video footage in disciplinary actions and the use of tracking devices.

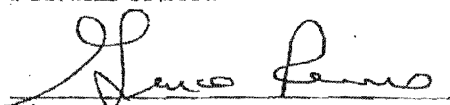
FOR THE EMPLOYER:

  
William F. Scott  
Montgomery County Chief Negotiator

Date

2-10-17

FOR THE UNION:

  
Gino Renne  
President

Date

2/10/17

**Memorandum of Understanding between  
UFCW Local 1994 MCGEO and  
The Montgomery County Government  
Montgomery County Maryland  
For July 1, 2017 to June 30, 2019**

The Memorandum of Understanding between the Montgomery County Government (hereinafter, the "County") and the UFCW Local 1994 MCGEO (hereinafter the "MCGEO") hereby memorializes the agreements between the parties, arising out of collective bargaining negotiations that occurred during November, 2016 through February, 2017.

1. The parties acknowledge that the health, prescription and retirement benefits currently being provided by the Employer pursuant to previous County Council action are inconsistent with the provisions of the Collective Bargaining Agreement.
2. The parties agree that, notwithstanding the CBA language, the Employer will seek, during the term of this agreement, funding for those benefits at the level set by Montgomery County Council Resolution No. 17-149, Bill 11-11, Montgomery County Council Resolution No. 17-1111, Montgomery County Council Resolution No. 18-150, and Montgomery County Council Resolution No. 18-506.
3. This agreement does not affect or alter the positions or rights of the parties in regards to these benefits. MCGEO agrees that they will not file a prohibited practice charge referencing the funding of these benefits, identified in paragraph one, during the term of this agreement.

IN WITNESS WHEREOF, the parties hereto have caused their names to be subscribed hereto by their duly authorized officer and representatives, this 15 day of March, 2017.

UFCW Local 1994, MCGEO:

By: Gino Renne 3/15/17  
Gino Renne, President Date

Montgomery County, Maryland:

By: William F. Scott 3-15-17  
William F. Scott, Chief Negotiator Date

Approved as to form and legality  
Office of County Attorney

By: Edward Haenfling 3-16-17  
Edward Haenfling Date