



Montgomery  
County Council

**Committee** Directly to Council

**Staff:** Robert H. Drummer, Senior Legislative Attorney, Aron Trombka, Senior Legislative Analyst

**Purpose:** Final action – vote expected

**Keywords:** #ContractsFY2021, Search terms: collective bargaining, police, fire rescue, county government employees and volunteer firefighters.

AGENDA ITEM #9

May 13, 2020

**Action**

**SUBJECT**

Council Action on the renegotiated County government collective bargaining agreements and compensation and benefits for non-represented employees

**EXPECTED ATTENDEES**

- Steve Sluchansky, Chief Labor Relations Officer
- Torrie Cooke, FOP President
- Gino Renne, MCGEO President
- Jeff Buddle, IAFF President

**COUNCIL DECISION POINTS & COMMITTEE RECOMMENDATION**

- To Review renegotiated agreements – vote expected

**DESCRIPTION/ISSUE**

The Council rejected the provisions of each collective bargaining agreement that required funding or a change in law on May 5. The parties renegotiated each agreement with the Executive and submitted it to the Council for consideration on May 12.

**SUMMARY OF KEY DISCUSSION POINTS**

Each provision of a collective bargaining agreement that requires an appropriation of funds for FY21 or a change in law must be approved or rejected by the Council. The renegotiated agreements move some of the negotiated wage and benefit increases to begin at the end of FY21 on June 20, 2021. The other wage and benefit increases remain unchanged. The Council must act on these agreements and compensation and benefits for non-represented employees as part of the FY21 operating budget.

**This report contains:**

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F:\LAW\TOPICS\Collective Bargaining\21colbar\Council Worksession Cover Sheet-Renegotiated, FOP, MCGEO, IAFF.Docx

**MEMORANDUM**

May 12, 2020

**TO:** County Council

**FROM:** Robert H. Drummer, Senior Legislative Attorney  
Aron Trombka, Senior Legislative Analyst

**SUBJECT:** Resolutions to Indicate Intent to Approve or Reject the County government collective bargaining agreements<sup>1</sup>

**PURPOSE:** Worksession/Action – Council to act on renegotiated agreements and compensation and benefits for non-represented employees

**Expected attendees:**

Steve Sluchansky, Chief Labor Relations Officer  
Torrie Cooke, FOP President  
Gino Renne, MCGEO President  
Jeff Buddle, IAFF President

Under the County Employees Labor Relations Laws (Police: County Code §§33-75 through 33-85; County employees: County Code §§33-101 through 33-112; Fire and Rescue employees: County Code §§33-147 through 33-157), the County Council must review any term or condition of each final collective bargaining agreement requiring an appropriation of funds or enactment, repeal, or modification of a county law or regulation. On or before May 1, unless the Council extends this deadline, the Council must indicate by resolution its intention to appropriate funds for or otherwise implement the agreement or its intention not to do so, and state its reasons for any intent to reject any part of an agreement. The Council is not bound by the agreement on those matters over which the Council has final approval. The Council may address contract items individually rather than on an all-or-nothing basis. See County Code §33-80(g); §33-108(g)-(j); §33-153(l)-(p).

On May 5, the Council indicated its intent to reject each item that required funding or a change in law. The Council took this action as part of its decision to adopt a continuity of services budget that avoids increases that are not mandated by law. The Council acted in response to the global pandemic that resulted in the Governor's Emergency Order on March 5 and the forced closure of most local businesses. The pandemic continues today without a clear end in sight. The County has already lost significant revenue due to the shutdown of the local economy and Finance has projected a loss of revenue through FY21 that

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<sup>1</sup>#ContractsFY2021

Search terms: collective bargaining, police, fire rescue, county government employees and volunteer firefighters.

could be as much as \$600 million. The Council has already approved close to \$50 million in special appropriations in FY20 to help local businesses and County residents who have been severely affected by the shutdown of the economy. The Council indicated its willingness to consider additional funding for employee wage and benefit increases during FY21 if the predicted revenue shortfalls do not happen.

With this guidance from the Council, the Executive renegotiated each agreement and submitted revised Agreements to the Council on May 12, 2020. The agreements before the Council this year are with the Fraternal Order of Police (police bargaining unit), the Municipal and County Government Employees Organization (County employees bargaining units), and the International Association of Fire Fighters (fire and rescue employees). Each agreement was negotiated this year, takes effect on July 1, 2020. The FOP and the MCGEO Agreements expire on June 30, 2023. The IAFF Agreement expires on June 30, 2022.

### The Renegotiated Agreements

A chart showing the provisions in each renegotiated Agreement that requires Council approval for FY21 is at ©A-1. Each of these provisions is described in the Worksession Memorandum that was before the Council on May 5. **The only provision that the parties dropped from the Agreements was the negotiated \$.50/hour wage increase for MCGEO seasonal employees.** The Renegotiated Agreements move the following wage and benefit increases to the end of FY21 on June 20, 2021<sup>2</sup>:

1. negotiated General Wage Adjustments;
2. the makeup service increment for MCGEO;
3. the second 3.5% increase for the FOP;
4. the additional 1% increase in the employer contribution to the RSP & GRIP;
5. the MCGEO increases in shift differential; and
6. the IAFF increase in assignment pay and special duty pay.

Each of these changes significantly reduces the FY21 fiscal impact but has the same fiscal impact on FY22 and beyond as the original agreements.

The renegotiated Agreements also leave intact each of the other provisions that require funding or a change in law, including the increases in retirement benefits. See the Council Decision Chart for a list of these items at ©A-1.

Here is a breakdown of the major provisions in each renegotiated Agreement:

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<sup>2</sup> Each Agreement also requires the Executive to submit supplemental appropriations to the Council to fund the delayed wage increases earlier if certain events happen.

**MCGEO**

<b>Pay Adjustment</b>	<b>March Agreement</b>	<b>Renegotiated Agreement</b>
General Wage Adjustment	1.25% (effective July 2020)	1.25% (effective June 2021)
Service Increment	3.5% (effective employee's anniversary date)	No change
FY11 Service Increment	1.25% (effective July 2020 for employees who did not receive increment in FY11)	No change
Lump Sum Payment	\$1,000 (for employees who do not receive an increment in FY21)	No change
Longevity Adjustments	3.0% at 18 and 24 years of service for non-public safety employees 3.5% at 20 years of service and 2.5% at 24 years of service for public safety employees	No change

The renegotiated agreement with MCGEO retains most of the other pay adjustment and benefit enhancements included in the March agreement. The renegotiated MCGEO agreement retains the retirement contribution shift (1% of salary increase in County contribution; 1% decrease in employee contribution) but delays the implementation date from July 2020 to June 2021.

Several other provisions of the March MCGEO agreement remain unchanged in the renegotiated agreement including the military service credit (an award of up to 24 months of service counting toward pension calculation for Sheriffs and Correctional Officers without any payment by the employee), the sick leave payout (payment of \$5,000 to \$10,000 to employees in the RSP or GRIP retirement plans for unused sick leave at separation from employment), and the creation of a new pension group for Public Safety Emergency Communications Specialists.

**FOP**

<b>Pay Adjustment</b>	<b>March Agreement</b>	<b>Renegotiated Agreement</b>
General Wage Adjustment	1.0% (effective July 2020)	1.0% (effective June 2021)
Service Increment	3.5% (effective employee's anniversary date)	No change
Salary Schedule Adjustment	3.5% (effective July 2020)	3.5% (effective June 2021)
Longevity Adjustments	3.5% at 16 and 20 years of service	No change

**IAFF**

<b>Pay Adjustment</b>	<b>March Agreement</b>	<b>Renegotiated Agreement</b>
General Wage Adjustment	2.25% (effective August 2020)	2.25% (effective June 2021)
Service Increment	3.5% (effective employee's anniversary date)	No change
Longevity Adjustments	3.5% at 20 and 24 years of service	No change

**Non-Represented Employees**

The Executive also modified his compensation recommendations for non-represented employees. Whereas in March the Executive recommended a 1.25% general wage adjustment for non-represented employees beginning in October 2020, the revised recommendation would defer the general wage adjustment to June 2021. Similarly, the Executive's revised recommendation would defer the retirement contribution shift as well as a salary shift differential increase for non-represented employees from July 2020 to June 2021.

**Overall Cost**

The renegotiated agreements lower the increase in FY21 costs by delaying the effective date of some provisions until later in the fiscal year than included in the March agreements. The FY21 tax supported cost of the March agreements (including pass through costs to non-represented employees) would have been \$27.2 million. The renegotiated agreements would reduce these costs to \$12.9 million (a reduction of \$14.3 million). However, the renegotiated agreements would have no effect on the annualized cost of the compensation adjustments. The renegotiated agreements, if approved, would increase tax supported expenditures by greater than \$30 million in FY22 and subsequent years.

**This packet contains:**

**Circle #**

Council Decision Chart on Renegotiated Agreements	A-1
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Fiscal Impact statement	B-2
Renegotiated MCGEO Agreements	B-4
FOP Memo from County Executive	C-1
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Renegotiated FOP Agreements	C-3
IAFF Memo from County Executive	D-1
Fiscal Impact Statement	D-2
Renegotiated IAFF Agreements	D-3

# FY21 COUNCIL DECISION CHART FOR RENEGOTIATED COLLECTIVE BARGAINING AGREEMENTS

## General Wage Adjustments

	Provision	Agreement	Council Decision	FY21 Fiscal Impact	FY22 & Beyond
1A1	MCGEO GWA	1.25% after 6-20-21 <sup>1</sup>		\$193,012	\$5,406,496
1A2	MCGEO Additional GWA	1% for employees not in County retirement plan – excess over max is lump sum		\$107,654	
1A3	MCGEO GWA Seasonal Employees	\$0.50/hour for eligible employees <b>ELIMINATED</b>		\$89,288, now \$0	\$0
1B	FOP GWA	1% on June 20, 2021 <sup>2</sup>		\$41,651	\$1,166,707
1C	IAFF GWA	2.25% after June 20, 2021 <sup>3</sup>		\$81,707	\$2,289,461

## Service Increments

	Provision	Agreement	Council Decision	FY21 Fiscal Impact	FY22 & Beyond
2A	MCGEO FY21 Service Increments	3.5% - anniversary		\$4,163,636	\$7,869,507
2B	FOP FY21 Service Increments	3.5% - anniversary		\$1,139,939	\$1,637,536
2C	IAFF FY21 Service Increments	3.5% - anniversary		\$810,408	\$1,546,588

## Additional Service Increments

	Provision	Agreement	Council Decision	FY21 Fiscal Impact	FY22 & Beyond
3A	MCGEO Additional FY21 Service Increment	1.25% for FY11		\$904,049	\$904,049
3B	FOP Additional FY21 Service Increment – salary adjustment	3.5% for eligible employees on June 20, 2021		\$69,652	\$1,959,436
3C	IAFF Additional FY21 Service Increment	None		\$0	\$0

## Longevity Increments

	Provision	Agreement	Council Decision	FY21 Fiscal Impact	FY22 & Beyond
4A1	MCGEO Longevity Increments of 2.5%, 3% or 3.5%	3% or 3.5%		\$258,430	\$546,327
4B1	FOP Longevity Increments	3.5% after 16 or 20 years		\$98,414	\$144,760
4C	IAFF 2 Longevity Increments	3.5% after 20 or 24 years		\$117,417	\$199,613

## Lump Sum Payments

	Provision	Agreement	Council Decision	FY21 Fiscal Impact	FY22 & Beyond

<sup>1</sup> Contract requires Executive to submit supplemental appropriation to fund earlier if certain things happen.

<sup>2</sup> Contract requires Executive to submit supplemental appropriation to fund earlier if certain things happen.

<sup>3</sup> Contract requires Executive to submit supplemental appropriation to fund earlier if certain things happen.

<b>5A</b>	MCGEO Lump Sum	\$1,000 on July 1, 2020 if no service increment		\$1,923,238	\$0
<b>5B</b>	FOP Lump Sum	None		\$0	\$0
<b>5C</b>	IAFF Lump Sum	None		\$0	\$0

#### Tuition Assistance

	Provision	Agreement	Council Decision	FY21 Fiscal Impact
<b>6A</b>	MCGEO Tuition Assistance – Individual Maximum raised to \$2130	65% of funds appropriated for employees other than FOP		?
<b>6B</b>	FOP Tuition Assistance	\$135,000 cap		\$135,000
<b>6C</b>	IAFF Tuition Assistance	\$65,000		\$65,000

#### Group Insurance Benefits

	Provision	Agreement	Executive's Budget	Council Decision	FY21 Fiscal Impact
<b>7A</b>	MCGEO Group Insurance	80% County share	75% County Share except HMO per side letter		
<b>7B</b>	FOP Group Insurance	80% County share	75% County Share except HMO per side letter		
<b>7C</b>	IAFF Group Insurance	80% County share	75% County Share except HMO		

#### Increases in Special Pay

	Provision	Agreement	Council Decision	FY21 Fiscal Impact	FY22 & Beyond
<b>8A1</b>	MCGEO increase in shift differential – June 20, 2021	\$1.56 or \$1.87/hour		\$20,579	\$576,434
<b>8A2</b>	MCGEO positions for field training pay	Add classifications eligible		\$19,522	\$19,522
<b>8A3</b>	MCGEO adjust holiday pay	Adjust Holiday Pay		\$104,574	\$104,574
<b>8B</b>	FOP	No change		\$0	
<b>8C1</b>	IAFF increase in assignment pay	Add 2 assignments after June 20, 2021		\$1,127	\$31,561
<b>8C2</b>	IAFF special duty differential pay	Add assignment to ECC after June 20, 2021		\$352	\$9,870

#### Increases in clothing, equipment, vehicle use, and transit subsidy

	Provision	Agreement	Council Decision	FY21 Fiscal Impact
<b>9A1</b>	MCGEO – Highway Services	Increase boot subsidy to \$200		\$13,750



<b>9A2</b>	MCGEO – DOCR uniform allowance	Increase for Resident Supervisors		\$49,363
<b>9A3</b>	MCGEO – Transit Subsidy	Increase to \$265/month		\$150,000
<b>9A4</b>	MCGEO DGS shoe allowance – Fleet Services	\$200		?
<b>9A5</b>	MCGEO increase uniforms for DPS	Increase		?
<b>9B1</b>	FOP – all police officers	Provide cell phones		?
<b>9B2</b>	FOP – take home cars	Allow take home cars outside County		?
<b>9C</b>	IAFF	No change		\$0

### MCGEO Retirement Plan Increases

	<b>Provision</b>	<b>Agreement</b>	<b>Council Decision</b>	<b>TY21 Fiscal Impact</b>	<b>FY22 &amp; Beyond</b>
<b>10A1</b>	Military service credit for Group E	Add military service credit		\$121,961	\$121,961
<b>10A2</b>	DOCR Employees	Add positions to defined benefit plan and DROP – New Group K		\$200,000	\$200,000
<b>10A3</b>	RSP & GRIP	Increase County contribution from 8% to 9% in June 20,2021		\$49,615	\$3,364,604
<b>10A4</b>	Reduce Employee contribution by 1%	Groups A,E,H, & J		?	
<b>10A5</b>	Sick Leave Payout	Establish Sick Leave Payout for RSP & GRIP		\$225,000	\$225,000
<b>10A6</b>	Income offsets for disability retirement pension	Eliminate certain offsets to pension amount		?	
<b>10A7</b>	Age retirement benefits must begin	Increase from 70.5 to 72 to conform to change in tax law			

### MCGEO Miscellaneous Increases

	<b>Provision</b>	<b>Agreement</b>	<b>Council Decision</b>	<b>FY21 Fiscal Impact</b>
<b>11A1</b>	HHS Stipend	\$1500 stipend for HHS Crisis Center		\$50,057
<b>11A2</b>	DOCR Resident Supervisor Pay	Extra ½ hour pay		\$171,634
<b>11A3</b>	Meal Allowance	Increase from \$10 to \$15		\$5,000
<b>11A4</b>	Labor Management Relations Committee	Increase funding from \$100,000 to \$150,000		\$50,000
<b>11A5</b>	DOCR – 7 Locks Rd	Install camera, intercom, and card readers		\$6,289
<b>11A6</b>	Temporary Employees	Restrict use and add new Prohibited Practice Charge		?




OFFICE OF THE COUNTY EXECUTIVE  
Rockville, Maryland 20850

Marc Elrich  
County Executive

MEMORANDUM

May 11, 2020

TO: Sidney Katz, President  
Montgomery County Council

FROM: Marc Elrich, County Executive 

RE: Memorandum of Agreement between the County and MCGEO

I have attached for the Council's review the agreement resulting from the recent negotiations between the Montgomery County Government and the Municipal & County Government Employees Organization/United Food and Commercial Workers Union, Local 1994 (MCGEO), in accordance with Montgomery County Code Section 33-108. The agreement reflects the changes that will be made to the existing Collective Bargaining Agreement. The agreement is effective July 1, 2020 through June 30, 2023.

I have also attached a fiscal impact statement to assist in Council's review of the document and proposed legislation required to implement a working conditions term of the agreement. Legislation required to implement economic terms of the agreement shall be submitted once the Council indicates its intention to approve the renegotiated agreement. The items will take effect for the first time in FY2021 and have a fiscal impact in FY2021, FY2022, and FY2023.

ME: snb

Attachment

Cc: Berke Attila, Director, Office of Human Resources  
Richard S. Madaleno, Jr., Director, Office of Management and Budget  
Steven Sluchansky, Chief Labor Relations Officer  
Marc Hansen, County Attorney, Office of the County Attorney

**Municipal and County Government Employees Organization  
United Food and Commercial Workers, Local 1994  
Fiscal Impact Summary\***

<u>Article</u>	<u>Item</u>	<u>Description</u>	<u>Annual Cost</u>		<u>Estimated # affected***</u>
			<u>FY21</u>	<u>Beyond FY21</u>	
<b><u>Contractual Changes</u></b>					
5	Wages	1.25 Percent General Wage Adjustment in June 2021	\$193,012	\$5,406,496	4,835
5.3	Shift Differential	Increase Shift Differential from \$1.40 and \$1.56 per hour Based on Shift Start Time to \$1.42 and \$1.87 per hour in June 2021	\$20,579	\$576,434	
5.22	FTO Pay	Increase Classifications Eligible for Field Training Officer Pay	\$19,522	\$19,522	31
5.24	Meal Allowance	Increase in the Meal Allowance to \$15	\$5,000	\$5,000	
5.31	Transit Subsidy	Increase the Get-In Program Transit Subsidy to up to \$265 per month	\$150,000	\$150,000	
20.7	Holiday Leave	Adjustment to Requirements to Receive Holiday Pay	\$104,574	\$104,574	
29.4	LMRC	Additional Funding for LMRC	\$50,000	\$25,000	
41.7	Retirement	Military Credit of up to 2 Years for Eligible Group E Members	\$121,961	\$121,961	
41	Retirement	Additional Cost for Retirement for Emergency Communications Center Eligible Employees	\$200,000	\$200,000	
43	Retirement Plan Contributions	Increase by 1 Percent in the Employer Contribution, with a 1. Percent Decrease in Employee Contribution in June 2021	\$49,615	\$3,364,607	4,835
44.11	Retirement	Sick Leave Payout Program for Eligible Employees for \$5,000 or \$10,000 Based on Sick Leave Balance	\$225,000	\$225,000	
Appendix IV	DOCR Appendix	Uniform Allowance and Issue Resident Supervisor Uniforms, and Facilities Improvements	\$49,363	\$37,679	
Appendix IV	DOCR Appendix	Resident Supervisors Moved to Group E Additional Half-	\$171,634	\$171,634	29
Appendix II	HHS Appendix	Crisis Center Stipend of \$1,500	\$50,057	\$50,057	31
Appendix VI	DOT Appendix	Increase Boot Reimbursement from \$145 to \$200 for Highways Services Employees	\$13,750	\$13,750	
<b>Subtotal - Contractual Changes</b>			<b>\$1,424,067</b>	<b>\$10,471,714</b>	
<b><u>Service Increments &amp; Longevity Adjustments</u></b>					
5	Wages	\$1,000 Lump Sum to Eligible Employees not Eligible to Receive a Full Service Increment in FY21	\$1,923,238	\$0	1,800
5.1	Longevity	Longevity Step Increase of 2.5, 3, or 3.5 Percent for Eligible Employees	\$258,430	\$546,327	180
6	Service Increments	Service Increment of 3.5 Percent for Eligible Employees	\$4,163,636	\$7,869,507	3,317
6	Deferred Increment	Deferred Service Increment from FY11 for Eligible Employees, Second Phase of 1.25% Effective July 2020	\$904,049	\$904,049	979
<b>Subtotal - Service Increments &amp; Longevity</b>			<b>\$7,249,353</b>	<b>\$9,319,883</b>	
<b>Total</b>			<b>\$8,673,420</b>	<b>\$19,791,597</b>	

\* Estimates reflect the impact to all funds. Increases apply in the second full pay period during the month noted.

\*\* The estimated number of employees affected by the economic item is identified where known.

## Non-Represented Pass-Through Estimates\*

<u>Item</u>	<u>Description</u>	<u>Annual Cost</u>		<u>Estimated #</u>
		<u>FY21</u>	<u>Beyond FY21</u>	<u>affected***</u>
<b><u>Pass-through Changes</u></b>				
Wages	1.25 Percent General Wage Adjustment in June 2021	\$114,726	\$3,213,625	2,268
Retirement Plan Contributions	Increase by 1 Percent in the Employer Contribution, with a 1 Percent Decrease in Employee Contribution in June 2021	\$40,323	\$2,053,339	2,268
Shift Differential	Increase Shift Differential from \$1.40 and \$1.56 per hour Based on Shift Start Time to \$1.42 and \$1.87 per hour in June 2021	\$1,877	\$52,569	
Retirement	Sick Leave Payout Program for Eligible Employees for \$5,000 or \$10,000 Based on Sick Leave Balance	\$110,000	\$110,000	
<b>Subtotal - Pass-through Changes</b>		<b>\$266,926</b>	<b>\$5,429,533</b>	
<b><u>Service Increments &amp; Longevity Adjustments</u></b>				
Longevity	Longevity Step Increase of 2 Percent for Eligible Employees	\$66,851	\$144,402	
Service Increments	Service Increment of 3.5 Percent for Eligible Employees	\$1,407,032	\$2,662,151	1,462
<b>Subtotal - Service Increments &amp; Longevity</b>		<b>\$1,473,883</b>	<b>\$2,806,553</b>	
<b>Total</b>		<b>\$1,740,809</b>	<b>\$8,236,086</b>	

\* Estimates reflect the impact to all funds. Increases apply in the second full pay period during the month noted.

\*\* The estimated number of employees affected by the economic item is identified where known.

**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, 2020 through June 30, 2023. 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.

**On May 5, 2020, the Montgomery County Council rejected all or parts of Sections 5.2, 5.3, 5.22, 5.24, 5.31, 6.1, 20.7, 21.10, 29.4(b), 32.5, 44.11, 53.1, Appendix II-General Issues (g), Appendix IV(h), (l) and (y), Appendix VI(c), Appendix X(c), and Appendix XX(f) of the submitted agreement and Memoranda of Agreement addressing retirement, military credits, long-term disability, and technology upgrades at certain County facilities. Pursuant to Section 33-108 of the Montgomery County Code, the parties returned to negotiations and have reached a subsequent Agreement.**

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 3 – [AGENCY SHOP] UNION DUES**

\* \* \*

3.1 [It shall be a continuing condition of employment that all bargaining unit employees shall become members of the Union within 30 days of obtaining merit system status or shall pay a service fee.] Employees who affirmatively consent to pay dues and initiation fees, or [and employees who pay a] service fees, shall pay amounts set by the Union (subject to Section 33-102(1) of the Montgomery County Code). These amounts may be subject to change once each year of this Agreement as a result of the Union's notice to the Employer and appropriate bargaining unit members mailed 30 days prior to the change.

3.2 The Union shall indemnify and hold the Employer harmless against any and all claims arising from actions taken by the Union with regard to the collection of [agency service fees] union dues and initiation fees, or service fees, or the resolution of disputes concerning [agency service fees] union dues and initiation fees, or service fees, including any costs for attorneys, expert witnesses, and other litigation expenses.

[3.3 Adherents of a religion, the tenets of which oppose joining or financially supporting any employee organization on religious grounds may invoke that belief by submitting a religious objection (subject to Section 33-102(1) of the Montgomery County Code.)]

\* \* \*

#### ARTICLE 4 – VOLUNTARY CHECKOFF OF UNION FEES AND DEDUCTIONS

\* \* \*

4.2 The Employer shall be relieved from making such payroll deductions upon an employee's: (a) termination of employment for any reason; (b) transfer to a job outside the bargaining unit; [or] (c) layoff from work; [or] (d) unpaid leave of absence; or (e) notice that the employee has voluntarily withdrawn his or her membership in the Union or revokes consent for the payment of service fees.

\* \* \*

4.5 The Union will notify the County whenever a bargaining unit member either: (a) withdraws from Union membership or (b) revokes consent for the payment of service fees.

\* \* \*

#### ARTICLE 5 – WAGES, SALARY, AND EMPLOYEE COMPENSATION

\* \* \*

##### 5.2 Wages

- (a) Effective [the first full pay period following December 8, 2019] June 20, 2021, each unit member shall receive a [2.25] 1.25 percent general wage adjustment (GWA). Regular employees who did not elect participation in a County retirement plan or are participating in the State retirement plan will receive a 1.25 percent general wage adjustment (GWA), with an additional 1 percent added to their base up to the maximum salary for the grade. Any amount resulting in a salary in excess of the maximum salary for the range shall be provided as a lump sum in the amount of that excess. Any lump sum payment is considered regular earnings for income, withholding, and employment tax purposes. The payment will not be added to the employees' base salary. These lump sum 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. Employees will not be required to contribute toward their retirement for this lump sum payment. Bargaining unit employees shall be paid a base salary pursuant to the uniform pay plan, which appears in Appendix VII of this agreement. [An e] Equivalent increases to those above shall be made to [the Deputy Sheriff and Correctional Officer Uniform Salary Schedules, which appear in Appendix I and IV of this Agreement, respectively.] all other bargaining unit salary schedules. The parties agree to a wage reopener for FY22 and FY23.

For FY21, the County Executive agrees to timely submit a supplemental appropriation from the County Council for earlier funding (prior to June 20, 2021) of the GWA and other deferred provisions under the following circumstances:

- the County's total revenue and revenue projections for FY21, as determined by the Montgomery County Department of Finance and Office of Management and Budget, are in excess of the FY21 Council approved revenue figures by at least \$20 million. The County will review the revenue and revenue projections at the end of each quarter for the conditions above. This review will be completed no later than one month after the conclusion of each quarter, and the results will be shared with the Union;
- the Council grants an increase to any Montgomery County Government employee group (excluding service increments or longevity steps, or statutorily-granted increases to elected officials' compensation); or
- the Council approves tax-supported spending in excess of the approved FY21 tax-supported budget (excluding spending related to a response to COVID-19) by at least \$200,000.00.

If the Council approves the supplemental appropriation, the adjustments shall be effective the first full pay period after the appropriation is approved. The adjustment may not show on an employee's pay advice for up to two full pay periods, but the adjustment will be paid retroactive to the effective date.

- (b) All previously postponed general wage adjustments will not be paid in FY [2020] 2021.
- (c) Each unit member who is not eligible to receive a full 3.5% service increment in FY21 will, on their normal increment date, be moved to the salary maximum and paid a lump sum, if necessary, so that the total of the salary increase to the maximum and the lump sum payment equals \$1,000. Each unit member who is not eligible to receive a service increment funded in this agreement in FY21 shall receive a \$1,000 lump sum payment in [FY20]FY21. This payment will be made in one lump sum, by separate payment, on the same pay date as the one associated with the first full pay period after July 1, [2019]2020. The lump sum payment is considered regular earnings for income, withholding, and employment tax purposes. The lump sum payment will not be added to the employees' base salary. [The payment will be prorated for part time employees.] These lump sum 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. Employees will not be required to contribute toward their retirement for this payment. Subject to applicable limits, employees may elect to contribute this lump sum payment to their existing or newly opened deferred compensation account.

### 5.3 Shift Differential

- (a) Effective the first full pay period after July 1, 2013, each employee required to work a shift that begins between the hours of 2:00 PM and 10:59 PM shall receive \$1.40 for

each hour worked and \$1.56 for each hour worked on a shift that begins between the hours of 11:00 PM and 5:00 AM. Employees who begin a shift at or after 12 noon will be paid a shift differential for hours after 2:00 PM when 75 percent of their work hours are scheduled within the designated times above. Effective on June 20, 2021, employees shall receive one dollar and forty-two cents (\$1.42) for each hour worked on a work shift that begins on or after 12:00 noon and prior to 7:59 p.m., and one dollar and eighty-seven cents (\$1.87) for each hour worked on a shift that begins on or after 8:00 p.m. and before 5:59 a.m. Overtime hours worked during the above prescribed shifts shall be paid the differential.

\* \* \*

#### 5.4 Multilingual Pay Differential

\* \* \*

(g) The following subjects related to the multilingual pay differential shall be referred to the County-wide LMRC:

- (1) Identification of areas of need for multilingual skills to perform job functions; and
- (2) Review of the current multilingual pay status in identified departments.

Upon agreement as to the identified gaps, a proposal will be prepared and submitted to the Chief Administrative Officer for inclusion in the next County budget. Should the parties not reach agreement by January 1, 2021, the matter shall be subject to the impasse resolution procedures contained in the County collective bargaining law.

\* \* \*

#### 5.17 General Emergency Pay

- (a) General emergency for the purpose of this Agreement is defined as any period determined by the County Executive, Chief Administrative Officer or designee to be a period of emergency, such as inclement weather conditions. Under such conditions, County offices are closed and services are discontinued; only emergency services will be provided. The County recognizes that employees should be compensated based on the duration of the declared general emergency and that these emergencies can occur during outside of normal business hours.

\* \* \*

- (c) Implementation of General Emergencies shall be in accordance with Administrative Procedure 4-21, dated July 12, 1991. In addition to the above, before making a determination whether to declare a General Emergency, the CAO or designee will consider recent weather reports regarding the amount of precipitation already accumulated, as well as the forecast for further accumulations during the succeeding 8-



hour period. Other considerations that the CAO or designee will take into account include whether the major roadways of the County are passable and safe for travel and whether the County public schools have been closed for the day and what actions other public sector jurisdictions in the Washington Metropolitan Region take. The decision whether to declare a General Emergency shall be based on the cumulative of all these factors and no one factor shall be conclusive or determinative. The County Executive or CAO should attempt to give employees the earliest notice of whether a general emergency or liberal leave period will be declared.

- (d) [The parties agree to move the pending grievance over general emergency pay to arbitration.] Whenever the County closes Government facilities, without declaring a general emergency, due to emergency conditions, including evenings, nights, weekends, and delayed openings, essential employees required to work during this period shall receive twice their regular hourly rate for all hours that the County facilities are closed.

\* \* \*

#### 5.22 Field Training Pay Differential

Effective the first full pay period following July 1, [2019] 2020, Bus Operators, Police Telecommunicators, Correctional Officers, [and] Deputy Sheriffs, Community Health Nurses, School Health Room Technicians, Forensic Scientists, Forensic Specialists, Forensic Firearms/Toolmark Examiners, Latent Print Examiners, and Housing Code Inspectors who have completed trainer training and are assigned to train new unit members shall receive a field training pay differential of \$3.25 for each hour of training.

\* \* \*

#### 5.24 Meal Allowance

A meal allowance of up to [\$10] fifteen dollars and zero cents (\$15.00) shall be paid when one or more of the following conditions are met:

- (a) work of 4 or more hours consecutive to the end of a regular shift and for each period in excess of 8 hours thereafter;
- (b) work in excess of 4 consecutive hours on call back which occurs 2 or more hours after departure from work and for each period in excess of 8 hours thereafter;
- (c) when called back to work within 2 hours of departing work, a meal allowance will be paid in accordance with (a) above, as if the employee had not departed from work;
- (d) meal allowances shall not be paid for an 8-hour shift of scheduled work on Saturdays, Sundays, or holidays unless one of the above conditions is applicable; [and]
- (e) meal allowances are authorized for work prior to the beginning of a regular shift when the period is scheduled for 4 or more hours or is unscheduled and is 2 hours or more[.];

(f) During a general emergency, departments will provide meals. In instances when a meal cannot be provided or communicated dietary restrictions not accommodated, a meal allowance will be provided.

Reimbursement will be made to the employee after the submission of an approved petty cash voucher, accompanied with the receipt.

\* \* \*

#### 5.26 Personal Vehicle Mileage Reimbursement

All bargaining unit members who are required to use their personal vehicles will be reimbursed mileage in accordance with Administrative Procedure No. 1-5, Local Travel Guidelines. However, employees will be reimbursed at the [rate of \$0.485 per mile for all miles in excess of 7500 per year. If the IRS reimbursement rate increases during the term of this Agreement, then tier 1 of the above reimbursement schedule (\$0.445) shall be adjusted accordingly within ten (10) working days of the IRS change] prevailing IRS reimbursement rate for all miles.

\* \* \*

#### 5.31 Get-In Program Transit Subsidy

Employees shall be eligible to receive a monthly discount/ rebate of [~~\$75~~] \$265 for public transportation, commuter rail or van pools through the County Get-In Program.

\* \* \*

### ARTICLE 6 – SERVICE INCREMENTS

#### 6.1 Service Increments

\* \* \*

(c) Service Increments - bargaining unit members shall receive 3.5 increments in accordance with section 6.1 in FY 21, FY 22, and FY23.

\* \* \*

### ARTICLE 9 – WORKING CONDITIONS

\* \* \*

#### 9.9 Classification Issues

\* \* \*

(j) Each bargaining unit member whose position is reclassified upward, or whose job class is reallocated upward, [will have his or her service increment date reassigned to the

effective date of the classification decision. Bargaining unit members will be eligible for a future service increment 12 months from the newly reassigned increment date.] will receive increases as provided in section 5.14 - Salary on Promotion. This salary increase from a upward reclassification will not trigger a wage equity review.

\* \* \*

## ARTICLE 10 – GRIEVANCES

\* \* \*

### 10.6 Procedure

- (a) A written grievance must be presented to the immediate supervisor, Department Director, and [OHR] OLR by the Union within thirty (30) calendar days from the date of the event giving rise to the grievance or the date on which the employee knew or should have known of the event giving rise to the grievance.

\* \* \*

- (d) Within thirty (30) calendar days of receipt of the grievance, the CAO, or designee, shall meet with the Union and department representatives to conduct fact-finding and to facilitate resolution of the grievance. A Federal Mediation and Conciliation Service (FMCS) mediator, or other mediator if mutually agreed-to by the parties, shall be used by the parties to mediate the grievance. In the event that the grievance is not resolved, at either party's request, the mediator shall provide an oral recommendation or opinion. Neither party is obligated to accept the recommendation. The mediator's recommendation/ opinion shall be incorporated into [OHR's] OLR's transmittal memorandum to the CAO that accompanies the draft CAO decision.

\* \* \*

### 10.12 Alternative Dispute Resolution Processes

\* \* \*

- (a) Pre-discipline Settlement Conferences

\* \* \*

- (3) Committee makeup - 3 members (1 Management rep., 1 [OHR] OLR rep. and 1 Union rep.)
- (4) Participation is voluntary; the Office of [Human Resources] Labor Relations makes the final decision on whether [to] management participates.
- (5) The Committee reviews the recommended level of discipline and the facts of the case and makes a non-binding recommendation. Each side is permitted to

make a brief presentation before the Committee not to exceed twenty-five (25) minutes, or forty-five (45) minutes for dismissal or termination cases, with each side having the opportunity to respond not to exceed five (5) minutes each or ten (10) minutes for dismissal or termination cases. Presentation and format shall be established by the Committee.

- (6) If parties agree with the recommendation of the Committee, Notice of Disciplinary Action is issued with no grievance. If Union disagrees with the committee's recommendation, it is free to grieve the Notice of Disciplinary Action. If the County disagrees, it may go forward with the notice as originally proposed. The Notice of Disciplinary Action will be issued to the employee no later than ten (10) business days.

\* \* \*

### 10.13 Mediation/Facilitation

The Office of Human Resources has an established mediation program. Employees may use this program to resolve employee/supervisory and other work place disputes. At any time, an employee/Union or supervisor may contact the [Office of Human Resources] Office of Labor Relations to request such services. In such cases involving specific supervisory disputes, the mediator selected will be from the [Office of Human Resources] Office of Labor Relations. The mediator will maintain the discretion to involve parties appropriate to the dispute. Mediation may be initiated by contacting [the labor and Employee Relations Team in the Office of Human Resources] Office of Labor Relations.

\* \* \*

## ARTICLE 13 - WORK SCHEDULES; ATTENDANCE; HOURS OF WORK

\* \* \*

### 13.2 Work Day and Work Week

\* \* \*

- (e) The County recognizes that adequate rest periods are necessary to maintain productivity of employees and to ensure the safety of employees during general emergencies. Employees can request additional rest after their regularly scheduled work hours. Supervisors will make reasonable attempts to accommodate the request. Departments shall provide sleeping accommodations for employees required to work overnight or extended hours or are unable to leave the work location due to a general emergency.

\* \* \*

## ARTICLE 14 - ANNUAL LEAVE

\* \* \*

14.6 Scheduling of Use of Annual Leave

- (a) Accrued annual leave may be used, if approved by an employee's supervisor in accordance with procedures established by the department head and approved by the Chief Administrative Officer or designee. Every effort must be made to give each employee the opportunity to use annual leave earned. Whenever possible, requests for leave to attend to children during school "snow days" (closings, late openings, and early dismissals) should be favorably considered. The amount of leave granted should be commensurate with the school schedule. Supervisors shall approve or deny annual leave requests within five (5) business days from receipt thereof.
  
- (b) A supervisor or manager shall take into consideration the child and dependent care needs of an essential employee during a declared general emergency when determining whether the employee's absence is unscheduled under the department's attendance policy and as part of any potential discipline associated with unscheduled absences.

\* \* \*

**ARTICLE 18 - PARENTAL LEAVE**

\* \* \*

18.7 Paid Parental Leave Study Group

The parties recognize the joint interest in creating a family-friendly work environment as well as the need to remain competitive in light of the expansion of paid parental leave policies in jurisdictions in our region and across the country. Accordingly, the parties agree to create a study group to review best practices and identify the potential fiscal impact of implementing paid parental leave. After the conclusion of the review, but no later than February 1, 2021, if it is mutually agreeable to do so, the parties shall submit legislation to the County Council to provide paid parental leave to employees.

\* \* \*

**ARTICLE 20 - HOLIDAY LEAVE**

\* \* \*

20.7 Premium Pay for Holiday Work

- (a) A full-time employee who is required to work on a holiday must receive:
  - (1) regular pay for the hours scheduled to be worked on the [normal] work day 8, [or] 10, or 12 hours, as applicable;
  - (2) premium pay at a rate of 1½ times the regular hourly rate for each hour worked for the [normal] work day on which the holiday occurs; and

- (3) overtime compensation for each hour worked in excess of the [normal] work day of 8 [or], 10, or 12 hours, as applicable.
- (b) A part-time employee who is required to work on a holiday must receive:
- (1) regular pay for the prorated share of the hours scheduled to be worked on the [normal] work day;
  - (2) premium pay at a rate of 1½ times the regular rate of pay for the prorated share of hours worked on the holiday; and
  - (3) overtime compensation for each hour worked in excess of the normal work day of 8 [or ten], 10, 12 hours, as applicable.
- (c) In order to receive premium pay for work on a holiday, an employee must have worked his [ / ] or her last scheduled workday before and after the holiday or have been on a scheduled absence, as defined in 5.90(j).

\* \* \*

**ARTICLE 21 – BENEFITS**

\* \* \*

**21.10 Tuition Assistance**

The maximum annual allowance payable under the Employee Tuition Assistance Program shall be \$2,130 for [FY20] FY21, \$2,200 for FY22, and \$2,300 for FY23. 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.

\* \* \*

- (r) For each fiscal year, [50%] 65% of tuition assistance 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.

\* \* \*

**21.22 Health Benefit Fund Reserve**

The parties agree that a portion of the funds available within the Employee Health Benefit Fund should be maintained as a reserve to ensure the payment of health benefit related expenditures. Accordingly, the parties commit to continuing to work together in conjunction with the IAFF and FOP, to enact a policy to maintain a reserve fund balance which shall be used exclusively for health benefits.

Should the policy not be agreed to by January 2021, the agreement shall be reopened on this section and subject to the impasse resolution procedures in the County Collective Bargaining Law.

\* \* \*

### ARTICLE 23 – PROMOTION

\* \* \*

#### 23.3 [Temporary Promotions] Acting Pay

Employees will not normally be assigned to a higher classified job, unless required by workload as determined by the Employer. [However, employees who are assigned to a higher classified job for a period of more than 10 days shall receive the rate of pay of the higher classified job retroactive to the first day of work at the higher level]. Employees formally assigned to a higher classified job shall be paid an hourly differential of five dollars (\$5.00) for all hours worked in the higher classification.

\* \* \*

### ARTICLE 28 – DISCIPLINARY ACTIONS

\* \* \*

#### 28.4 Authority

- (a) Supervisor. An immediate or higher level supervisor may be delegated the authority to immediately relieve an employee from duty with [or without] pay notwithstanding other provisions in this Agreement, if the retention of such employee will cause or continue a disruption of the work force. Within one (1) workday, the supervisor must submit a recommendation for appropriate disciplinary action to the department head.
- (b) Department Head. Prior to taking any disciplinary action, with the exception of oral admonishments, the department head must provide the employee with a copy of the charges and allow such employee a reasonable period of time to respond, which must be not less than ten (10) workdays.

\* \* \*

### ARTICLE 29 – LABOR MANAGEMENT RELATIONS COMMITTEE (LMRC)

\* \* \*

#### 29.2 Departmental LMRCs

- (a) Departmental LMRCs [Committee] shall be comprised of three (3) representatives of the Employer and three (3) representatives of the Union, and three (3) additional persons per party as necessary, from time to time. The Committee shall meet up to six (6) times per contract year (bimonthly) but no fewer than twice per calendar year, unless

otherwise mutually agreed, to discuss issues of concern to the Employer and the Union. The Committee shall not negotiate with regard to matters affecting working conditions or discuss grievances. The Employer and the Union shall exchange proposed agenda items two (2) weeks in advance of each meeting.

- (b) Departmental LMRC agenda items may include, but are not limited to:
  - (1) Departmental issues;
  - (2) Issues referred to the departmental LMRCs from the County-wide LMRC for resolution;
  - (3) Issues referred to departmental LMRCs as a result of bargaining;
  - (4) Safety and security shall be a standing agenda item for all departmental LMRCs:
  - (5) [Provide a] Action items/reports to the County-wide LMRC/Steering Committee[.] and when mutually agreed upon, to department employees.
- (c) Each departmental LMRC shall identify one (1) to three (3) members per party who shall serve as the primary points of contact for safety and security concerns.

\* \* \*

#### 29.4 County-wide LMRC

- (a) The Employer and the Union will establish a County-wide LMRC. The County-wide LMRC shall be comprised of a minimum of five (5) representatives and a maximum of ten (10) representatives of the Employer, including a representative from the [Office of Human Resources] Office of Labor Relations serving on the Steering Committee to serve as the chair of the employer representatives, and a minimum of five (5) representatives and a maximum of ten (10) representatives of the Union, including a representative from the Union serving on the Steering Committee to serve as the chair of the Union representatives. The Committee shall meet as often as necessary, but not less than bi-monthly, to discuss issues where no departmental LMRC exists or issues that have County-wide implications. If the parties do not reach agreement, the issue in dispute shall be referred to a Federal Mediation and Conciliation Service mediator for the purpose of mediation. If the dispute is not resolved at mediation, either party may refer the matter back to the LMRC Steering Committee. Upon such referral, the Steering Committee will vote on the issue. Any issue that receives a majority vote will be implemented.
- (b) A fund of \$100,000 each year of the agreement shall be established (to be expended on implementation of recommendations). Any monies not utilized will be rolled over to the next year. In FY21, an additional \$50,000 shall be budgeted for the LMRC to resolve and fund uniform, equipment, or facilities recommendations that are heard by the LMRC. Starting in FY22, the total funding for LMRC shall be \$125,000 each year of the agreement.



\* \* \*

(d) The County-wide LMRC shall:

\* \* \*

(8) Discuss County/Union Labor/Administration issues[.];

(9) Make Safety and Security a standing agenda item for every meeting; and

(10) Discuss the core training topics identified in Appendix XXIV.

\* \* \*

#### 29.7 Work-Life and Green Initiative Subcommittee

(a) The County and MCGEO agree it is now our mutual interest to provide County employees with the tools, training, opportunities, and support they need to create a culture of conservation and natural resource stewardship for our regional community. Accordingly, the parties agree to create a subcommittee of the County-wide LMRC to review best practices and identify potential fiscal impact of work life and green initiatives that will make Montgomery County environmentally responsible for the benefit of the community and its employees.

(b) The subcommittee of the County-wide LMRC shall consist of six (6) union representatives and six (6) management representatives. Subject matter experts jointly requested by the parties will not count against either party's representative limit.

(c) The purpose of the group shall be to identify and analyze the feasibility of developing and implementing work-life and green initiatives to reduce the County's carbon footprint, which may include but is not limited to any of the following:

(1) Vanpool pick-up points;

(2) Dynamic workspace scheduling (often referred to as "hoteling");

(3) Improving technology to reduce paper usage; and

(4) Commissioning energy audits to be paid for out of LMRC funds.

(d) The subcommittee shall begin its work in July 2020 and shall meet no less frequently than once every two months.

(e) The subcommittee shall be prepared to submit its initial recommendations to the County-wide LMRC for review and potential implementation no later than February

2021 and shall report on any subsequent recommendations no less frequently than once every six months thereafter.

\* \* \*

**ARTICLE 32 – TOOLS AND UNIFORMS**

\* \* \*

32.5 Uniforms For Employees

\* \* \*

(h) Departmental Uniforms (OPT Bargaining Unit)

During the first year of this agreement uniforms will be provided for:

\* \* \*

(2) Correction and Rehabilitation, Community Contract/Resident Supervisors [civilians assigned to the Central Processing Unit]; and

\* \* \*

**ARTICLE 33 - LIGHT DUTY**

\* \* \*

33.4 Program Review

The status and function of the County's Light Duty program, to include the practices of the County's current workers' compensation vendor, shall be referred to the County-wide LMRC for evaluation. If necessary, the County-wide LMRC shall make recommendations for how to improve the program.

\* \* \*

**ARTICLE 34 – SAFETY AND HEALTH**

\* \* \*

34.10 General Conditions

(a) Employees are to be provided a safe workplace and are to be furnished with safety devices, protective clothing, appropriate equipment, training for general emergency preparedness (which includes active shooter training and drills) and such safeguards as are necessary to reduce or eliminate accidents and injuries and acts of violence.

Supervisors and employees are to do everything reasonably necessary to protect their life, health and safety and of that of the public.

\* \* \*

- (c) Each department shall develop and communicate in a timely manner an employee and worksite safety policy, to include following the County's established guidelines in general emergency preparedness training (which includes active shooter training) and 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. Department employees can provide their areas of focus to the worksite safety coordinators by June 30th each year. All updates to policies shall be submitted to the LMRC Steering Committee for review as they are revised.

\* \* \*

### 34.13 Training

\* \* \*

- (c) The County shall provide such training programs as are determined by the parties to be reasonably necessary to assure that each bargaining unit member, in connection with his respective job, is adequately trained in the precautions and procedures required for safety in maintenance, handling and use of facilities, equipment, machinery, chemicals and apparatus[.], including inclement weather and emergency conditions.

\* \* \*

## ARTICLE 39 – COMMUNICATION

### 39.1 Notice of Work Rule Change

\* \* \*

- (c) Departments will document all departmental policies, provide a copy to all employees, and communicate changes in a timely manner. Departments should maintain their policies to ensure that they are current and applicable.

\* \* \*

### 39.9 Essential Status

Employees shall be notified at the time of hire, transfer, or promotion whether he or she is designated as an "essential employee." Any current employee who is unsure whether he or she is designated as an "essential employee" may inquire of his or her supervisor regarding his or her status and the supervisor shall respond in writing or by e-mail within ten (10) days. An employee whose status

changes from "non-essential" to "essential" shall be notified at least thirty (30) days in advance of the change in designation.

\* \* \*

#### **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, [2019] 2020, and terminate June 30, [2020] 2023. Renegotiation of this Agreement shall begin no later than November 1, [2019] 2022, except as otherwise provided herein, and shall proceed pursuant to the County Collective Bargaining Law.

\* \* \*

#### **ARTICLE 44 – NON-PUBLIC SAFETY RETIREMENT PLANS**

\* \* \*

##### 44.11 Cash Value of Sick Leave

Unused sick leave for participants in the RSP or GRIP plans will be paid according to the following schedule:

- Employees with at least 10 years of service and a sick leave balance of at least 120 hours shall be entitled to receive \$5,000.
- Employees with at least 20 years of service and a sick leave balance of at least 240 hours shall be entitled to receive \$10,000.

Employees may elect to defer this amount, subject to the applicable limits, to their deferred compensation account. Employees would be required to elect this option prior to separation of service. Employees without a deferred compensation plan can elect to create one prior to separation of service, or can receive the payout as a lump sum, subject to applicable tax withholding.

##### 44.12 Unitization / Investment Options

The parties shall encourage and support the efforts of the Board of Investment trustees to broaden investment opportunities in the RSP, DROP and County Deferred Compensation Plans by offering unitization of the ERS. The parties agree to enhance the educational offerings for available investment opportunities to include any unitization options.

Should the Board decide not to offer unitization and the parties receive a favorable private letter ruling regarding the re-opening of the GRIP, then the parties agree to include this issue in the next available wage re-opener.

\* \* \*

**ARTICLE 52 – CLIMATE/CULTURE SURVEYS AND CONFLICT FACILITATION PROCESS**

\* \* \*

52.2 Climate/Culture Surveys

\* \* \*

[(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

\* \* \*

(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] Chief Labor Relations Officer, or his/her designee. The process may also be initiated by management. [OHR] OLR will notify the relevant department director of the request.

\* \* \*

(e) The process includes the following possible outcomes:

\* \* \*

(2) The parties do not resolve the dispute; the co-facilitators may make recommendations for further action, if any, to the Department Director, [OHR] OLR Director, and Union. Possible actions include training, skill building, mentoring, referral to the EAP, etc.;

(3) Request by any party for [OHR] OLR intervention, including, providing training, additional facilitation, team-building, etc.;

\* \* \*

**ARTICLE 53 – SUBSTITUTE, SEASONAL, AND TEMPORARY EMPLOYEES**

53.1 Wages

\* \* \*

(b) Seasonal employees on the Seasonal Salary Schedule who do not encumber OPT/SLT unit positions shall receive [a \$.25 an hour] no adjustment [effective the first full pay period after the first full pay period after July 1, 2019 or the Montgomery County minimum wage, whichever is greater] in FY21.

(c) The parties agree to resolve the wage compression issues in the current Seasonal Salary Schedules by no later than August 1, 2020.

\* \* \*

53.2 Union Security

[It shall be a continuing condition of employment that] Qualified substitute, seasonal, and temporary employees [shall] may elect to become Union members or [shall] may elect to pay a service fee. This provision shall be administered consistent with the provisions of Article 3, [Agency Shop] Union Dues, and Article 4, Voluntary Checkoff of Union Fees and Deductions.

\* \* \*

53.4 Alternative Dispute Resolution

\* \* \*

(c) The Committee is made up of 3 members (one Management representative, one [OHR] OLR representative, and one Union representative).

(d) Participation is voluntary but the [Office of Human Resources] Office of Labor Relations makes the final decision for Employer participation.

\* \* \*

53.6 Use of Temporary Employees Bargaining Unit Members.

(a) A department director may use a temporary employee bargaining unit member for up to forty (40) regularly scheduled hours per week for a maximum period of twelve (12) months from the date of hire.

(b) The CAO may approve an extension of a temporary appointment for an additional 6 months.

(c) A department director may use a temporary employee indefinitely on an intermittent, seasonal, or substitute basis.

(d) Temporary workers will only be used to perform work that is temporary/short term, intermittent, seasonal or substitute in nature.

(e) By July 1 of each year, the County shall provide the Union a report of temporary workers. The report will include temporary employee positions, position numbers, employees who have worked in those positions, the hours each employee has worked in a position, and the nature of the work performed.

\* \* \*

**ARTICLE 55 – COST EFFICIENCY STUDY GROUP**

The parties shall establish a study group consisting of the Local 1994 President and two (2) other Union representatives[;] and the Director of OHR and two (2) other employer representatives.[and] [t]The purpose of the group shall include, but not be limited to any of the following:

\* \* \*

- (5) Evaluate the cost effectiveness of current contracts with outside vendors who perform services that can otherwise be performed by bargaining unit members or via other more cost effective ways[;], with the County security workforce as a priority item for the study group; and
- (6) Evaluate the minimum staffing levels for essential employees during a general emergency.

\* \* \*

**APPENDIX I – OPT UNIT- SHERIFFS**

\* \* \*

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

- 1. Tasers: The development of a joint recommendation to the County Executive to issue tasers to all Deputies.

\* \* \*

**APPENDIX II – OPT Unit - DEPARTMENT OF HEALTH AND HUMAN SERVICES**

General Issues

\* \* \*

(e) The following will be referred to the Department-wide LMRC:

- Adoption of a site quality improvement (SQI) model for the Crisis Center.
- Improve ways to recognize Crisis Center employees for the work they do by exploring similar agency's practices.
- Implementation of an annual all-staff retreat for employees at the Crisis Center.
- Development of a vehicle to promote and highlight the work performed by the Crisis Center.

- Improving direct communication from Montgomery County Public Schools (MCPS) to HHS regarding changes at MCPS that affects bargaining unit members.

[(e)](f) The following will be referred to the [Specific] designated specific HHS LMRC:

- Office of Eligibility and Support Services (OESS) LMRC:

- o Development of a mentorship program using a framework that considers purpose, duration, selection of mentors/mentees, expectations, stipend or other incentives for mentors, evaluation of the program, and oversight.
- o Build on the SQI initiative to enhance teamwork and collaboration.
- o Selection of an OESS manager and employee of the month.
- o Selection of an employee representative from each office to attend the State meeting with an OESS administrator to observe and report back to the OESS LMRC.

- [Children Youth and Family] Child Welfare Services LMRC:

\* \* \*

- o Compile and analyze data regarding the requirement that a LCSW-C be required to transport a child when a transportation aide is not available.

- School Health Services LMRC:

\* \* \*

- o Convert workday from 7 to 8 hours.
- o Hiring additional substitutes and substitute SCHN/SHRA coverage.
- o School health room supplies and furnishings.
- o Procedures and practices for student referrals to health rooms.
- o MCGEO representation on School Health Council.
- o A survey of SHRTs and School Health nurses regarding training opportunities.
- o Development of a subcommittee to meet with MCPS to educate the appropriate MCPS individuals about School Health Services.



[(f)](g) [Crisis center compensation will be discussed in a subgroup of the Department LMRC] Therapists, Behavioral Health Associate Counselors, and Behavioral Health Technicians assigned to the Crisis Center shall receive a yearly stipend of \$1,500 in the last full pay period of the fiscal year. Affected employees who work a minimum of seventy-five percent (75%) of the scheduled hours in that fiscal year shall receive the stipend.

School Health Services

\* \* \*

[(i) Refer to the following LMRC:

1. Convert workday from 7 to 8 hours
2. Hiring additional substitutes and substitute SCHN/ SHRA coverage.]

[(j) The following items will be discussed by the school Health LMRC:

- School health room supplies and furnishings
- Procedures and practices for student referrals to health rooms]

\* \* \*

**APPENDIX III – DEPARTMENT OF POLICE**

\* \* \*

(b) Crossing Guards.

1. Uniform/Equipment List for Crossing Guards

Item	Quantity	Item	Quantity	Item	Quantity
------	----------	------	----------	------	----------

\* \* \*

Coat HI-VIS Outer Winter	1	[Neckties	2]	Name Plate	2
--------------------------	---	-----------	----	------------	---

\* \* \*

The parties agree to refer to the departmental LMRC the possibility of modifying the uniform list to provide for an appropriate summer-weight uniform.

\* \* \*

11. Two (2) neckties shall be provided to members of the honor guard.

\* \* \*

(c) Forensics

1. Use of Vehicles while On-Call Forensic Specialists who live in the County and those who live out of the County but near the County border (within 15 miles), will be allowed "to and from use of a County vehicle while in an on-call status. In exchange for the use of a "to and from" vehicle while on-call, Forensic Specialists will be expected to respond to calls for service. The appropriate boundary for use of a Department vehicle shall be referred to the departmental LMRC for consideration and a recommendation as to whether the boundary should remain within 15 miles, should be expanded to 25 miles, or should be set at some other appropriate distance will be made by the departmental LMRC to the Department.

\* \* \*

- [5. The following items will be referred to the departmental LMRC:

Implement a pilot 4 day/10 hour work schedule.]

- [6.]5. Bargaining unit employees assigned to the Crime Lab shall be allowed to use the Department's Laundry Services for cleaning of court appearance attire, following an actual appearance in court related to job duties.

\* \* \*

(d) Police Service Assistants

\* \* \*

4. The following item will be referred to the departmental LMRC:

\* \* \*

- Improve security at all stations by having SWAT conduct an assessment and implement accordingly, which shall be completed and a report made to the LMRC by December 31, 2020;

\* \* \*

- Issue new headsets for all unit members assigned to district stations[.];(;
- Development and implementation of a plan for active shooter training;
- Emergency radio/communication equipment assessment for District Stations.

(e) Emergency Communications Center

\* \* \*

4. The following item will be referred to the LMRC

\* \* \*

- The parties agree to create a joint labor-management study committee consisting of three (3) representatives appointed by management and three (3) representatives appointed by the Union to study the assignment of work at the ECC. This committee will report back to the parties no later than June 30, 2012.]

\* \* \*

[(g)] Public Safety Training Academy

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

- Adequate noise barriers in all unit work stations shall be installed no later than December 1, 2010.
- LMRC will conduct studies on hazardous working conditions (air quality, hearing loss, etc.)]

[(h)](g) Animal Services

1. Employees are to receive three (3) hours of court time (for court hearings in District or Circuit court) when scheduled for court on a regular day off or during off-duty hours.
2. FTO Pay: All employees who perform training, shall receive training pay as described [under] in 5.22[3] of the MCGEO contract [(\$3/hour)].

[(i)](h) Security Services

\* \* \*

[8. The parties agree there is a need to discuss the allegations of inappropriate behavior of Lieutenants.]

[9.]8. The department shall make every reasonable effort to provide notice to a Security Officer of a change in shift location twenty-four (24) hours prior to the beginning of the bargaining unit member's scheduled shift, provided the need for the shift location change is known by the Department twenty (24) hours in advance, and shall communicate this notice of change to the officer's County e-mail address or phone number provided by the officer. If twenty (24) hour notice cannot be provided, the officer will be notified at or near the time the need for a change in shift location arises.

[10.]9. Business cards will be issued.

[11.]10. Hand sanitizer and wipes will be provided at each security post.

[12.]11. The County agrees that the current rain jacket issued to Security Officers will be replaced at time of regular replacement by a rain jacket with a hood or cape.

[13.]12. The County will provide standard first aid kits for mobile patrols.

[14.]13. The County will provide a cell phone for sign out and use by Sergeant or mobile patrol unit.

[15.]14. The County will stitch Sergeant Chevrons onto Security Sergeants' jackets.

[16.]15. At the time of replacement or new order, Security Officers will be issued outer vest carriers for their body armor. The outer vest carrier will have markings/patches for Security Services commiserate with marking/patches provided to other civilian units issued this equipment.

[17.]16. The following items will be referred to the departmental LMRC:

\* \* \*

[18.]17. Security Section

\* \* \*

**APPENDIX IV – OPT Unit - DEPARTMENT OF CORRECTION AND REHABILITATION**

\* \* \*

(h) Voluntary and Involuntary Overtime

\* \* \*

(5) Department bargaining unit employees within retirement Group E shall receive thirty (30) minutes of straight time for each shift worked in addition to the regular 8-hour tour of duty and shall not be permitted to leave the facility during a lunch break. Employees on special assignment in the administrative areas who are permitted to leave the premises for lunch shall not receive the thirty (30) minutes of straight time on any day he or she is so assigned.

\* \* \*

(i) DOCR CHN and LPN Items

1. Uniform allowance will be increased to [~~\$250.00~~] \$375.00.

\* \* \*

4. The Department will implement a system to identify a nurse's classification on the nurse's uniform. The identification of an appropriate classification identification system shall be referred to the DOCR LMRC, which shall make a recommendation to the Department.

\* \* \*

(v) Resident Supervisor Uniforms

1. Current and new Resident Supervisor hires shall receive five (5) polo-style shirts and five (5) pairs of khakis. Thereafter, each year each Resident Supervisor shall receive three (3) polo-style shirts and three (3) pairs of khakis.

2. Current and new Resident Supervisors shall receive a shoe allowance of \$145 per year.

3. The implementation of a uniform cleaning service shall be referred to the DOCR LMRC, which shall make a recommendation to the Department.

\* \* \*

**APPENDIX V – OPT/SLT Units – [DEPARTMENT OF LIQUOR CONTROL] ALCOHOL BEVERAGE SERVICES (ABS)**

\* \* \*

(b) [DLC] ABS shall track all route assignments on a weekly basis, so as to ensure equal work distribution among drivers.

\* \* \*

(f) [DLC] ABS shall provide additional manpower at stops where there is a demonstrated need.

\* \* \*

(g) [DLC] ABS and the Union shall establish a Labor Management Relations Committee to discuss routing, safety, and other mutual concerns.

\* \* \*

(h) All new [DLC] ABS trucks will be provided with air-conditioning, if available from the original equipment manufacturer.

\* \* \*

(i) [DLC] ABS employees who handle glass products shall be issued safety glasses.

\* \* \*

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

\* \* \*

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

\* \* \*

11. The parties shall discuss how discipline is applied in the Department.

\* \* \*

(n) The parties agree to enter into an MOU detailing exceptions to the essential employee policy for warehouse and store personnel.

\* \* \*

**APPENDIX VI – OPT/SLT Units – DEPARTMENT OF TRANSPORTATION**

\* \* \*

(c) Highway Services

\* \* \*

5. DOT - Highways shall contribute up to \$200.00 during FY21 towards the purchase of safety shoes by employees, as required or recommended by management for DOT Highways Services employees. To receive 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 of the bargaining unit employee as determined by Risk Management, and the shoes must comply with American National Standard Institute (ANSI) safety standard ANSI:Z411999 or any subsequently adopted appropriate ANSI or ASTM standard.

\* \* \*

**APPENDIX IX – PERFORMANCE PLANNING AND EVALUATION PROCEDURES FOR BARGAINING UNIT EMPLOYEES**

\* \* \*

(4) Performance management, the performance plan, the performance planning process, and performance evaluation.

(a) Performance management. Performance management is the responsibility of the supervisor and includes:

\* \* \*

- (ii) ongoing monitoring of the employee's or team's performance with periodic oral or written feedback, coaching, training, or other action to enhance performance[;]including appropriate training for effective coaching, counseling, and mentoring of employees that shall be required for supervisors, managers, and bargaining unit employees as appropriate;

\* \* \*

- (d) Performance evaluation.

\* \* \*

- (ii) Progress discussion. At a minimum, [A]after approximately half of the annual review period has passed, a supervisor should conduct an in-person comprehensive progress discussion with any employee who is meeting expectations and must conduct an in-person [a]comprehensive progress discussion with [the]any employee who is not meeting expectations. Such discussion shall [that] cover[s] all elements of the performance plan and include opportunities for employee feedback. The supervisor and employee should sign and date the evaluation form to document a comprehensive progress discussion. The supervisor must document the substance of the progress discussion if the discussion resulted in a change to the performance plan or if specific performance issues were brought to the employee's attention.

\* \* \*

#### APPENDIX X – DEPARTMENT OF PERMITTING SERVICES

\* \* \*

- (a) [As an alternative to installing laptop computer mounts in vehicles, a limited scope pilot program will be implemented to assess the feasibility of using voice recognition software to enter data into the laptop computer.] The DPS LMRC will continue to explore alternative/mobile workstations for Field Inspectors.
- (b) The following items will be referred to the LMRC:
  - replace current vehicles used by unit members with 4X4 vehicles equipped with appropriate equipment and supplies. The parties agree to refer this item to the Countywide LMRC.
  - Job related training will continue to be provided.
  - Foreign language training is available through tuition assistance program.

- [• Eliminate Customer Service Division and return bargaining unit workers to land development or building construction as appropriate. (As an alternative, a general proposal for management to share customer input with Union and jointly develop agency improvements to address customer suggestions)]
- [• Annually, within one month of the beginning of the fiscal year, provide field inspectors with three baseball caps, one insulated winter cap (with tie-down ear muffs), one pair of safety boots (with nail proof soles), one set of insulated overalls (if the inspector requests), and 3 long and 3 short-sleeved shirts with DPS logo. If DPS 'enterprise' funding is insufficient, then transfer general funds to DPS for purchase.]
- [• Annually, three months prior to December 31st, provide hard copy calendars to bargaining unit employees. If DPS 'enterprise' funding is insufficient, then transfer general funds to DPS for purchase.]
- [• Immediately provide field inspectors 'real time' access to Hansen data base in the field, with record update or add times through Network Connect and Windows Secure Application Manager that are as fast as was available through DPSIO Direct Access, i.e. within one second of hitting the update button.]
- Immediately create "redundancy" capability such that field inspectors do not lose data entered into new or modified, but unsaved, Hansen records when the wireless connection is temporarily lost (as was the case with DPSIO Direct Access).
- [When requested by the inspector, immediately provide multiple replacement inkjet cartridges to field inspectors for use in printers to print reports in the field.] Management will continue to provide inkjet cartridges to inspectors as requested.
- [Within three months develop and implement an automated permit renewal notification system. Hansen to generate permit renewal letters 45 days prior to permit expiration, via email or letter to the permit holder, with cc to the appropriate DPS field inspector.] The LMRC will continue to discuss the creation of automated permit renewal letters as needed and where appropriate.
- [• 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/OHSA 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.]

\* \* \*



- (c) The Department will provide [boots] one pair of safety boots (with nail proof soles), one set of insulated overalls (if the inspector requests), insulated winter parkas, rain gear, insulated gloves, and winter and summer hats to bargaining unit members with field assignments. If DPS "enterprise" funding is insufficient, then the LMRC will transfer funds to DPS for purchase.
- (d) The Department shall incorporate [provide hazardous locations] hazardous materials awareness training for code enforcement inspectors as part of the Department's overall continuous safety training.

\* \* \*

**[Appendix XI – Revised Attendance Policy, Effective: July 1, 2018] APPENDIX XI – ATTENDANCE POLICY**  
**UX – NOVEMBER 2019**

[An Operator, Transit Coordinator or Motor Pool Attendant who accumulates twenty (20) or more points will be subject to progressive discipline as follows:

- Tier 1: One day suspension
- Tier 2: Three day suspension
- Tier 3: Five day suspension
- Tier 4: Dismissal]

[The imposition of the steps in progressive discipline will reduce the employee's point by ten points. If the employee clears any remaining points following the imposition of disciplinary action and has no other attendance related discipline for the subsequent 12 Months, the employee's discipline will reset at "Tier 1". If the employee is unable to clear the remaining ten points before the next disciplinary incident, the employee will be subject to the next Tier in the progression of disciplinary action (Tier 2-3 and dismissal). Employees may waive their right to ADR for Tier #1 and/or Tier #2.]

**[Incidents of Non-Attendance and Points]**

[Any unscheduled absence of less than four hours (3 points)  
Any unscheduled absence of four hours or more (7 points)  
Any unscheduled absence of a second half of a split (5 points)  
Any call in sick (2 points)]

[Call in sick has a maximum of three days, on the fourth day, two (2) additional points for each subsequent day thereafter will be assessed daily, to a maximum of ten (10) points per call in sick occurrence. On the Fourth Day and thereafter, the employee is required to call in daily; otherwise the unscheduled absence will be considered AWOL.]

["Extraordinary Circumstances": Points for absences that result from a documented event and/or "Act of God" that are emergency in nature, a spontaneous, ad hoc, non-routine, catastrophic incident may be excused if determined by the Chief of Operations. The Union has the burden of demonstrating that the event meets the definition of "extraordinary circumstances" and that good cause exists for excusing and not charging the employees with an absence.]

**[Patterns of Unscheduled Absences]**

[Pattern absences will be defined as follows:

Three (3) call outs on the same day of the week

Four (4) call outs before and/or after scheduled days off

Four (4) call outs on the weekend (Saturday and/or Sunday)

Three (3) call outs, which result in three consecutive days off

Three or more sick call outs which result in three days or more off]

[Patterns will be calculated on a calendar year.]

[Pattern violations will result in discipline of an additional four points for any pattern assessed.]

#### [Incentive Program]

For every month in which the employee has no incident of non-attendance activity covered by the point system, the employee's point total will be reduced by two (2) points. Beginning with the (6th) sixth consecutive month without such an incident and for each month thereafter the employees point total will be reduced by three (3) points. The point cannot be less than zero.]

#### [AWOL]

[The employee will be considered AWOL if he/she does not contact their supervisor or show for work by the scheduled end of their run and/o shift. The first AWOL workday will be assessed ten (10) points, skip a Tier for the second AWOL and immediate dismissal for the third AWOL in a rolling (24) twenty four month period. An employee shall be deemed to have abandoned his/her job upon being AWOL for (3) three consecutive days without communicating to Management.]

[1. Each employee will be notified in writing of all points assessed against him/her and will be counseled upon accumulating ten (10) or more points.]

#### PURPOSE:

The purpose of this policy is to establish a uniform Attendance Policy for all Bus Operators, Transit Coordinators and Motor Pool Attendants in the Department of Transportation, Division of Transit Services, assuring maintenance of accurate attendance records and recognizing perfect attendance.

#### IMPLEMENTATION:

Under this procedure, employee attendance records will be established effective January 1, 2020. Any pending disciplinary actions subject to review by the Alternate Dispute Resolution (ADR) procedures and initiated prior to this policy, will not be affected by this, change and will be carried out under the Attendance Policy in the CBA effective July 1, 2018. All disciplinary actions initiated for violations occurring after the effective date of this policy shall be subject to the procedures established herein.

#### I. GENERAL

A. Employees are expected to be regular in their attendance.

- B. Regular attendance is essential to the provision of reliable services to the public. Therefore, it is expected that Department of Transportation, Division of Transit Services personnel will be present and ready to begin work at the designated starting time on each scheduled workday.
- C. Employees are expected to schedule their absences in advance.
- D. An employee who fails to maintain a satisfactory attendance record will be disciplined in accordance with the policy. An employee who has three (3) consecutive pay periods without an unscheduled occurrence will reduce their current total by one (1) occurrence.
- E. At the beginning of January and July of each Calendar Year each employee's attendance will be tracked.
  - a. Any "Unscheduled Absences" will be accumulated, a balance maintained, and discipline imposed.
  - b. When the balance of occurrences of "Unscheduled Absences" reaches levels specified in this policy, the employee will be disciplined.

"Unscheduled Absences" hours are to be deducted from the employee's current annual leave, sick leave, personal leave or compensatory leave balances. In the event that the employee does not have a leave balance sufficient to cover his/her unscheduled absence, he/she will be charged leave without pay (LWOP)

The employee must contact the assignment desk to report an absence. If an employee calls Central Communication to call out, the Central Communication Leader must tell the employee to call the depot and speak with the desk coordinator or Supervisor at the desk and the Communication Leader must call the depot to let the depot know of the employee calling out from work.

In cases where the operator needs to substitute leave, a formal request will be made to the Division Chief/Designee. These requests will not be unreasonably denied. The Division Chief/Designee will consider such requests on a case-by-case basis.

## II. DEFINITIONS/ LEAVE PROCEDURES

- A. Balance - Sum of occurrences under this policy beginning January 1, 2020.
- B. "Doubled Unscheduled Absences" - Two Unscheduled Absences will be charged if an unscheduled absence occurs in the following situations:
  - a. Used by an employee who leaves the work site prior to the end of the scheduled work shift without notifying a Supervisor.
  - b. Used when an employee has been scheduled for either voluntary or involuntary overtime;

c. Used on a day when a leave request has been denied,, including individual leave requests and requests made during the vacation pick

d. Used on the day after the Super Bowl

e. Used the day after Thanksgiving

C. Patterns of Absences

• Three (3) call outs on the same day of the week.

• Four (4) call outs before and/or after scheduled days off

• Four (4) call outs on the weekend (Saturday and/or Sunday)

• Three or more sick call outs which result in three days or more off

• Failure to notify 60 minutes prior to your scheduled report twice

• Payday Fridays: second payday Friday callout in the tracking period will count as two unscheduled absences and payday Friday callouts thereafter will count as two unscheduled absences

• Patterns will be calculated at the beginning of January and July of each Calendar Year.

D. Scheduled Absence - The use of annual leave, sick leave, personal leave, compensatory leave, or leave without pay that has been approved in advance by the depot chief's designee.

E. Unscheduled Absence - Any period of time in which an employee is scheduled to work, but fails to do so, will be recorded as a separate absence. Patterns of absences will result in enhanced steps in discipline. An exception may be made by the Depot Chief on a case-by-case basis. The operators work history and attendance must be considered in review of the exception requests.

An operator must have enough sick leave hours to cover the requested days off;

1. Call in sick bas a maximum of 3 days, on the fourth day and there after the employee will be assessed an occurrence for each day.

2. If an operator does not have sick leave hours to cover the requested days off, each day will be considered an occurrence.

3. Partial days off, 1<sup>st</sup> half and/or 2<sup>nd</sup> half of a split shift; each shift will be considered ½ of an occurrence.

4. If an employee knows that he or she will be out multiple days, the employee or Desk Coordinator should alert the supervisor assigned to the desk. If not, the bus operator must call in every day they are on unscheduled leave.

F. Absent Without Official Leave (AWOL)

An employee who fails to report for duty as scheduled or who fails to notify the assignment desk of their whereabouts within 60 minutes of the start of their shift or who leaves the work site prior to the end of the scheduled work day without notifying a supervisor shall be considered AWOL.

a. considered absent without leave;

b. placed in a non-pay status for the period in question; and

c. subject to appropriate disciplinary action.

G. Occurrence - Each daily unscheduled absence or AWOL will be recorded as a separate occurrence. The operators work history and attendance must be considered in review of occurrences. Any pattern will be one (1) additional occurrence.

Late Reports - Any late report will be calculated as one half (1/2) occurrence.

III. CREDIT FOR EXCELLENT ATTENDANCE

Credit will be given for Perfect Attendance. If an employee has perfect attendance for each 6-month period, a \$250.00 bonus will be issued to the employee.

IV. IMPLEMENTATION OF POLICY

The parties will conduct joint training of the new Attendance Policy to all affected employees. The joint training will be provided by all shop stewards and supervisory personnel at agreed upon dates, times, and locations. It is to begin within the first 30 days of the new Attendance Policy.

V. ATTENDANCE RESET

While perfect attendance is possible, most employees will be charged with unscheduled absences from time to time. Except for the conditions noted below, employees can remove one (1) occurrence of unscheduled absence from his/her attendance records for every three pay periods for which no occurrences have occurred. All occurrences will reset to zero (0) at the beginning of each six (6) month tracking period. If an employee reaches Corrective Action within the six (6) month tracking period, the occurrences accumulated will carry over. After discipline is issued if an employee does not receive any further Corrective Action within the current tracking period the occurrences will be reset to zero (0).

VI. EXTRAORDINARY CIRCUMSTANCES

Late reports that result from a documented event and/or "Act of God" that are emergency in nature, a spontaneous, ad hoc, non routine, catastrophic incident may be excused if determined by the Chief of Operations. The Union has the burden of demonstrating that the event meets the definition of "extraordinary circumstances" and that good cause exists for excusing and not charging the employees with an absence.

**VII. MONITORING AND ENFORCEMENT**

Supervisors will maintain attendance records and monitor their employees in accordance with this policy. Merit status Employees who do not meet the standards described herein will be disciplined according to the following schedule. When an employee reaches 3 occurrences, they will receive written notification via an email, as well as the Section Chief, shop stewards and the Union. Written reprimand will be given when an employee reaches six (6) occurrences.

<u>Balance of Occurrences</u>	<u>Corrective Action</u>
<u>7</u>	<u>One Day Suspension</u>
<u>8</u>	<u>Five Day Suspension</u>
<u>9</u>	<u>Ten Day Suspension</u>
<u>10</u>	<u>Dismissal</u>

**Absent Without Official Leave (AWOL)**

<u>Balance of Occurrences</u>	<u>Corrective Action</u>
<u>1</u>	<u>Written Reprimand</u>
<u>2</u>	<u>Five Day Suspension</u>
<u>3</u>	<u>Dismissal</u>

Three (3) consecutive days of AWOL is cause for Dismissal

The County maintains a multi-step progressive discipline track for attendance violations. It is understood by the County and the Union that the disciplinary process will not be referred to Pre-disciplinary Settlement Conferences (ADR) for review except for dismissal cases and cases wherein the facts of the matter are in dispute or if the Union deems it necessary.

\* \* \*

**APPENDIX XIII - DEPARTMENT OF PUBLIC LIBRARIES**

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

\* \* \*

- Continuing to secure staff work areas in all branches.
- The Department will address heating and cooling issues identified by the Union.

- Safety and security protocols: to include police presence, PA systems, panic buttons, security cameras, wearable communication devices, and resolve security issues as they arise.
- Lighting issues: both interior and exterior. The Union will identify concerns.
- If Department-wide reassignments are needed, the Department will inform the Union in order to give them an opportunity for feedback prior to notifying staff of reassignments.

(b) [Copies of ]The designated Union representative will be copied on all Incident Reports upon submission [to the Union on a quarterly basis].

\* \* \*

(h) Work-life issues are reviewed by the Department Director and every attempt is made to satisfy these requests as long as they are fair to other staff and within the resources, policies, and procedures of the Department.

\* \* \*

#### APPENDIX XV – DEPARTMENT OF RECREATION

[(a) The following items are referred to the LMRC Building Maintenance Subcommittee:

- Clean vents/ducts in all facilities;
- Upgrade heating/AC at 4010 Randolph Rd.
- Contract cleaners will be asked to increase high dusting that often serves as a collection area around intake and exhaust areas]

[(b)]The following item will be referred to the safety and health subcommittee of the LMRC:

- [• Replace current furniture with ergonomically designed work stations and chairs;]
- The Department will continue to make replacements and upgrades as needed based on funding availability.

[(c) The following item is referred to the LMRC: Improve ADPICS/FAMIS training from Finance.]

[(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 XX – DEPARTMENT OF GENERAL SERVICES [– BUILDING ISSUES]**

(a) All building maintenance related issues from all departmental appendices will be moved to this appendix.

- Clean vents/ducts in all facilities
- Contract cleaners will be asked to increase high dusting that often serves as a collection area around intake and exhaust areas.

\* \* \*

(f) Fleet Management

\* \* \*

(5) Fleet Management Services shall contribute up to \$200.00 annually towards the purchase of safety shoes by employees, as required or recommended by management. To receive 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 of the bargaining unit employee as determined by Risk Management, and the shoes must comply with American National Standard Institute (ANSI) safety standard ANSI:Z41.1-1999 or any subsequently adopted appropriate ANSI or ASTM standard.

(6) Inclement Weather Events

The following shall apply to all designated emergency essential Fleet Management Services bargaining unit employees who are assigned to work during periods of County-initiated inclement weather and other emergency events:

(i) Fleet Management Services shall assign work shifts due to operational needs of up to twelve (12) hours and not to exceed fourteen (14) hours;

(ii) Fleet Management Service shall provide designated rest period of not less than ten (10) hours. The designated rest periods include time reserved for matters related to personal hygiene (shower, clean up, etc.);

(iii) Fleet Management Services shall provide clean and safe sleeping quarters and sleeping supplies;

(iv) Fleet Management Services employees are responsible for keeping issued sleep kits in good condition and returning all contents at the end of the event.

(v) Meals will be provided for each shift three (3) times a day at designated Department of Transportation facilities through 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.

(vi) 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.

(vii) Employees can accrue no more than forty (40) hours of compensatory leave during a County-designated inclement weather or other emergency event during a calendar year.

\* \* \*

#### **APPENDIX XXIV – CORE TRAINING PROGRAMS**

The County-wide LMRC shall discuss the following training matters:

(a) Alcohol and Beverage Services

(1) Warehouse staff should be trained on FMLA, Sick Leave and EEO.

(b) Department of General Services

(1) Additional training for trades.

(2) Training for temps on flagging.

(c) Department of Housing and Community Affairs (DHCA)

(1) Field Training Officers.

(2) Standardized Training.

(d) Department of Permitting Services (DPS)

(1) Training Managers MCGEO Contract.

(2) Construction wants training offered at UMD.

(3) Mandatory first day training on safety of Field Inspectors.

(e) MC311

(1) Management intervention with hostile abusive calls.

(f) Department of Recreation (REC)

(1) Policy on handling complaints that are made by residents.

\* \* \*

IN WITNESS WHEREOF, the parties hereto have caused their names to be subscribed by their duly authorized officers and representatives this 11<sup>th</sup> day of May, 2020.

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

Montgomery County Government  
Montgomery County, Maryland

Gino Renne 5/11/20  
Gino Renne Date  
President

Marc Elrich 5/11/20  
Marc Elrich Date  
County Executive

Andrew Klein 5/11/20  
Andrew Klein Date  
Chief Administrative Officer

Steven N. Blowers 05/11/2020  
Signed on behalf of Date  
Steven Sluchansky  
Chief Labor Relations Officer

Approved for form and legality by:

Edward E. Haerfitling, Jr. 05/11/2020  
Edward E. Haerfitling, Jr. Date  
Associate County Attorney

Side Letter

Article 9 – Working Conditions

CDL

The parties agree as follows:

- Issue #1: Physicals will be scheduled at least 30 days prior to the expiration of the individual's DOT card.

OMS will commit to an enhancement to the schedule process that will allow CDL holders to be scheduled for their physicals 30-60 days in advance of their expiration date. This enhancement will be implemented no later than July 1, 2020.

- Issue #2: DOT physicals for CDL holders on light duty. Currently the County is denying physicals to CDL holders on light duty.

OHR agrees to implement by July 1, 2020, a program that will include physical exams for employees in a light duty status.

If the employee does not pass the physical exam based on federally required standards, their DOT card will not be issued and the employee shall return to light duty in accordance with Appendix VIII Reasonable Accommodation through the 90-day priority consideration process to help them find another position within County government that they are qualified to fill.

By January 31, 2021, OHR and MCGEO will analyze the data from the implementation of the light duty physicals program through December 1, 2020, to determine whether the process was effective or if it needs revision.

Side Letter  
Article 23 – Promotions  
Promotion Process

The parties acknowledge that they have a mutual interest in assuring equity, integrity and confidence in the promotion process. Accordingly, the parties agree to work collaboratively to clarify and improve communication and understanding between management and employees related to promotion practices.

Specifically, the parties agree as follows:

- MCGEO will be given an opportunity to consult on the Office of Human Resources (OHR) projects described in this side letter. If MCGEO is dissatisfied with the results of OHR's efforts after the opportunity to consult, it may demand to bargain on any subject related to the promotion process which is bargainable and not a preserved management right
- OHR will undertake the following projects:
  1. OHR will work to improve the County's promotional process and selection guidelines for promotion interview panels by developing and refining selection criteria to help ensure that the interview panel provides equal opportunity for all. OHR will also review interview panel participation guidelines to determine how to fairly deal with any individuals who have relevant EEO findings, adverse disciplinary actions, and/or grievances within the last five (5) years.
  2. OHR will develop and provide "how-to" guidance for employees to secure interview feedback upon request. Additionally, information regarding the promotion process is available on the OHR website.
  3. OHR will work with departments to establish recruitment and selection timeframes for each department, beginning from the time a position is posted to the time a position is filled, and communicate the estimated time to fill positions to applicants.
  4. OHR will share copies of the current evaluation forms used by promotion interview panels with MCGEO for MCGEO to provide comments.
- Department LMRCs will discuss vacancies and the process to track the time it takes departments to post and fill vacancies.
- MCGEO acknowledges that the selection of the members of an interview panel, using the guidance set forth in the interview panel selection criteria, is within management's discretion and may not grieve or seek to arbitrate the selection of any interview panel member.

**Memorandum of Understanding between**

**UFCW Local 1994 MCGEO**

**and**

**Montgomery County Government**

**Montgomery County Maryland**

This Memorandum of Understanding (MOU) between the Montgomery County Government (hereinafter, the "County") and UFCW Local 1994 MCGEO (hereinafter "MCGEO") hereby memorializes the agreements between the parties, arising out of collective bargaining negotiations that occurred during November 2019 through February 2020.

1. The parties acknowledge the importance of certain issues with respect to the Department of Health & Human Services ("HHS") and enter into this MOU as a supplement to Appendix II to the collective bargaining agreement.
2. Office of Eligibility and Support Services (OESS).
  - a. HHS shall work to improve communications with bargaining unit members by:
    - (i) Visiting each County HHS office to explain, in detail, the change in the case accuracy weight from twenty percent (20%) to fifty percent (50%);
    - (ii) Providing an overview of the organizational structure, including the appropriate roles and responsibilities;
    - (iii) Providing an overview of the relationship between the County HHS and the Maryland State Department of Human Services and the Maryland State Department of Health;
    - (iv) Continuing to convene monthly team meetings, by location, for the purposes of sharing information and conducting necessary trainings; and
    - (v) Explore development of a newsletter or other communication strategies to provide information and training opportunities.
  - b. HHS shall work to improve outcomes by:
    - (i) Continuing the practice of reviewing OESS-wide errors regularly to look for patterns and provide training based on identified patterns;
    - (ii) Providing management with training focused on supportive coaching techniques through the Department's Center for Continuous Learning (CCL) and other training opportunities;
    - (iii) Exploring the development a mentorship program;
    - (iv) Develop a peer and/or team review process prior to the submission of cases to find and correct errors; and
    - (v) Conducting a time-management training specific to OESS through the Department's Center for Continuous Learning (CCL) and other training avenues.

- c. HHS shall develop clear standard operating procedures (SOPs), including quality assurance (QA) processes. In accordance with this item, the parties establish the following guidelines:
  - (i) HHS shall reference the SOP violated when an employee error is documented during training and other learning opportunities; and
  - (ii) Consistent with the guidelines from the Maryland Department of Human Resources stating that errors identified as a result of the Pyramid Review process shall be corrected as soon as possible but no later than 10 days, OESS will ensure that the timeframe given to staff to correct errors is consistent across all office locations.
  - (iii) Errors shall not be counted before a case is finalized to ensure alignment with State policy and local procedure.

3. Child Welfare Services (CWS).

- a. HHS shall work to improve communications with bargaining unit members by:
  - (i) Ensuring that the process about using comp-time, overtime, and flextime is clear and understood by supervisors; and
  - (ii) Focusing communications on emergent and anticipated issues.
- b. HHS shall conduct training focused on managing Child Welfare caseloads through the Department's Center for Continuous Learning (CCL).
- c. HHS shall develop clear standard operating procedures (SOPs), including quality assurance (QA) processes. The SOPs and QA processes shall:
  - (i) Develop a process to enable bargaining unit members to move within CWS outside of the transfer line process without requiring the individual to take a demotion;
  - (ii) Work to enhance the telework opportunities for bargaining unit members
  - (iii) Provide additional options to address stress management and member burn out through the Department's Center for Continuous Learning (CCL) and other training opportunities.
  - (iv) Develop a formula to apply when there are caseload increases to ensure the appropriate ratio of workers to support staff. (Refer to CWS LMRC)
- d. HHS will continue to explore the development of a "float" team, recognizing that additional staff is required for this effort.

4. Crisis Center.

- a. HHS and MCGEO will review the schedule process using an interest-based process.
- b. HHS shall explore the feasibility of alternative work schedules.

5. School Health Services.

- a. The County and MCGEO agree that certain issues identified during the collective bargaining process should be referred back to the School Health Services LMRC for

further consideration. To further that discussion, the Chief Labor Relations Officer and the President of MCGEO as well as the Director, DHHS and the Chief for Public Health Services shall jointly attend a session of the School Health Services LMRC to present on the respective interests of the parties and to facilitate discussion. This session should include a review of all previous SHS LMRC discussions related to issues outline in 5 (b) to determine appropriate level of discussion moving forward.

- b. The identified issues to be referred back to the School Health Services LMRC include the need for transparent communication regarding merit positions, creation of a residency program for School Health nurses (this issue is incumbent upon securing additional staffing), the review of the liability associated with each School Health nurse assignment, an increase in the number of SHRT team meetings to include additional opportunities for recognition based on the school year calendar, a review of the current structure for clinical orientation of School Health nurses, and a review of the process for assignments.
- c. If the identified issues are not resolved by the School Health Services LMRC before December 31, 2020, these issues shall be escalated to the DHHS LMRC.

6. The terms herein are effective upon the execution of this MOU.

IN WITNESS WHEREOF, the parties hereto have caused their names to be subscribed hereto by their duly authorized officer and representatives, this \_\_\_\_\_ day of May 2020.

**UFCW Local 1994, MCGEO:**

**Montgomery County, Maryland:**

By: \_\_\_\_\_  
Gino Renne  
President  
Date

By: \_\_\_\_\_  
Steven Sluchansky  
Chief Labor Relations Officer  
Date

By: \_\_\_\_\_  
Raymond L. Crowel, Psy.D.  
Director  
Date

**For Form and Legality**

\_\_\_\_\_  
Edward E. Haenftling, Jr.  
Associate County Attorney  
Date

**Memorandum of Understanding between**

**UFCW Local 1994 MCGEO**

**and**

**Montgomery County Government**

**Montgomery County Maryland**

This Memorandum of Understanding (MOU) between the Montgomery County Government (hereinafter, the "County") and UFCW Local 1994 MCGEO (hereinafter "MCGEO") hereby memorializes the agreements between the parties, arising out of collective bargaining negotiations that occurred during November 2019 through February 2020.

1. The County and MCGEO agree as follows:
  - a. The responsibilities of a Department of Correction and Rehabilitation Resident Supervisors are sufficiently similar to other Uniformed Correctional Officers as defined by County Code Section 33-38A(c)(1) to justify inclusion of Resident Supervisors in Retirement Group E and in the Deferred Retirement Option Plan or DROP;
  - b. The individuals serving as Public Safety Communication Specialists at the Emergency Call Center (ECC) serve a vital function within the County. In an effort to encourage recruitment and retention efforts for these positions, the County and MCGEO agree to incorporate individuals in these positions in the County's integrated retirement plan (commonly referred to as a "defined benefit" plan) as members of Group K; and
  - c. It is in the interest of the County and the bargaining unit employees to adjust the contribution to the Employees' Retirement System (ERS), Retirement Savings Plan (RSP) and the Guaranteed Retirement Income Plan (GRIP). The adjusted contribution rates and the corresponding changes in the CBA shall take effect on June 20, 2021.
2. By April 1, 2020, the County Executive shall propose legislation to modify the County Code as necessary to effectuate this MOU.
3. Upon the passage of the County Executive's proposed legislation, the CBA shall be amended as follows:

41.4 Employees' Retirement System

\* \* \*

1. Group E

(1) Non-Integrated Plan:

\* \* \*



~~(B) Contributions~~

~~For members of Group E who are in the Optional Retirement Plan, the contribution is 8½ percent.<sup>5</sup>~~

(2) Integrated Plans (Optional and Mandatory):

\* \* \*

(B) Contributions

~~For group E members of the Integrated Retirement Plan, the contribution is 4¾ percent up to the maximum Social Security wage base and 8½ percent of regular earnings that exceed the wage base.<sup>6</sup> See Article 43.~~

\* \* \*

(c) Group H – Integrated Plans (Optional and Mandatory):

\* \* \*

(2) Contributions ~~(applicable to Section 33-39(a)(2)(A)(i)&(vi))~~

~~Group H – 4 percent up to the maximum Social Security wage base and 6 percent of regular earnings that exceed the wage base.<sup>7</sup> See Article 43.~~

2. Group K

(1) Establishment of Group K

**Affected employees will retain their RSP or GRIP accounts and receive credited service for vesting. Eligibility for early or normal retirement will be based on credited service in Group K. All affected employees will enter Group K with zero years of credited service for earnings calculations.**

(2) Normal Retirement Date

**Effective July 1, 2020, the normal retirement date for a member of the bargaining unit in Group K will be when the member has met the following requirements:**

**(A) has at least 5 years of credited service and has reached age 60, or**

**(B) has at least 30 years of credited service and has reached age 50.**

(3) Pension Formula

**For an K member in the integrated retirement plan who retires on a normal retirement, the annual pension must be computed as follows:**

(A) From date of retirement to the month of attainment of Social Security retirement age: 2 percent of average final earnings multiplied by years of credited service up to a maximum of 36 years, plus sick leave credits. Credited service of less than one full year must be prorated.

(B) From the month of attainment of Social Security retirement age: 1¼ percent of average final earnings up to the Social Security maximum covered compensation level at time of retirement, plus 2 percent of average final earnings above the Social Security maximum covered compensation level at time of retirement, multiplied by years of credited service up to a maximum of 36 years, plus sick leave credits. Credited service of less than one full year must be prorated.

(4) **Cost-of-Living Adjustments**

This amount is subject to the cost-of-living adjustment section of the Montgomery County Code, which can be found at Section 33-44(c)(6).

(5) **Contributions**

See Article 43.

\* \* \*

41.10 **Deferred Retirement Option Plan (DROP)**

\* \* \*

(1) "Deferred Retirement Option Plan" or "Drop" means the DROP program for sworn deputy sheriffs and uniformed correctional officers. Uniformed Correctional Officer includes only the following positions: Correctional Officer I, Correctional Officer II, Correctional Officer III, Correctional Dietary Officer I, Correctional Dietary Officer II, **Resident Supervisor I, Resident Supervisor II, Resident Supervisor III**, and Correctional Supervisor-Sergeant.

\* \* \*

**ARTICLE 43 – ~~RESERVED~~ RETIREMENT PLAN CONTRIBUTIONS**

**43.1** Effective June 20, 2021, the contributions by the bargaining unit employees in the Integrated Retirement Plan shall be as follows:

(1) Group E and J: 5¼ percent up to the maximum Social Security wage base and 9½ percent of regular earnings that exceed the wage base; and

(2) Group H and K: 5 percent up to the maximum Social Security wage base and 7 percent of regular earnings that exceed the wage base.

**43.2** Effective June 20, 2021, the contributions by the bargaining unit employees in the Optional Non-Integrated Retirement Plan shall be as follows:

- (1) Group E: 9½ percent of regular earnings; and
- (2) Group H: 7 percent of regular earnings.

**43.3** Effective June 20, 2021, the contributions by the bargaining unit employees in the Guaranteed Retirement Income Plan and the Retirement Savings Plan shall be as follows:

- (1) For non-public safety bargaining unit employees: 3 percent up to the maximum Social Security wage base and 7 percent of regular earnings that exceed the wage base; and
- (2) For public safety bargaining unit employees: 2 percent up to the maximum Social Security wage base and 5 percent of regular earnings that exceed the wage base.

**43.4** Effective June 20, 2021, the employer’s contribution shall be as follows:

- (1) The employer contribution to the bargaining unit employees in the Integrated and Optional Non-Integrated Retirement Plan shall continue to be actuarially determined.
- (2) The employer credit to the non-public safety bargaining unit employees in the Guaranteed Retirement Income Plan shall be 9 percent.
- (3) The employer contribution to the non-public safety bargaining unit employees in the Retirement Savings Plan shall be 9 percent.
- (4) The employer credit to the public safety bargaining unit employees in the Guaranteed Retirement Income Plan shall be 11 percent.
- (5) The employer contribution to the public safety bargaining unit employees in the Retirement Savings Plan shall be 11 percent.

\* \* \*

**44.2** Contributions

~~Employees must contributed 3 percent of base salary up to the FICA maximum, and 6 percent of base salary above the FICA maximum. The Employer will contribute an amount equal to 6 percent of the employees’ regular earnings. Effective the first full pay period following July 1, 2008, employees must contribute 4 percent of base salary up to the FICA maximum, and 8 percent of base salary above the FICA maximum. The Employer will contribute an amount equal to 8 percent of the employee’s regular earnings.~~

~~Bargaining unit members participating in the RSP would be credited with the County contribution of 6% instead of 8% of employee’s regular earnings for the July 1, 2011- June 30, 2012 Fiscal Year. However, RSP participants shall continue to pay their full contribution rate during the same period.~~<sup>10</sup> **See Article 43.**

\* \* \*

#### 44.7 Guaranteed Retirement Income Plan

~~Effective the first full pay period following July 1, 2009, employee account balances shall be credited with an employer contribution of eight percent of employee's regular earnings. Employees must contribute 4 percent of base salary up to the FICA maximum, and 8 percent of base salary above the FICA maximum. The Board of Investment Trustees shall direct investments under the Plan per the ERS. The employer shall annually (effective the first full pay period following July 1st) credit each account with an investment credit of 7.25%. The employer shall credit each account with an investment credit at an annual rate of 7.25% on a monthly basis as of the last day of the month.~~

The employee will be 100% vested in the Employer contributions and investment credits after 3 years of participation.

~~Employees electing to participate in GRIP rather than RSP shall also receive the benefits listed in 44.5 and 44.6 of this article.~~

For employees hired on or after July 1, 2009, employees shall be offered a one-time irrevocable choice between the RSP with the contributions as enumerated in Article 44.2 or the GRIP. Employees must make an election 150 days from the date of employment, to be effective as of the first full pay period following the 180 days. If the employee fails to make an election, the employee will automatically be enrolled in the ~~RSP~~ **GRIP** upon the expiration of the 180-day period.

~~Bargaining unit members in the GRIP would be credited with the County contribution of 6% instead of 8% of employee's regular earnings for the July 1, 2011–June 30, 2012 period. However, GRIP members would continue to contribute their full contribution rate during the same period.<sup>41</sup>See Article 43 for contribution information.~~

4. The parties shall incorporate the revised Articles 41.4, 41.10, 43, 44.2, and 44.7 in the next collective bargaining agreement.
5. The terms herein are effective upon the execution of this MOU.

The remainder of this page intentionally left blank.

IN WITNESS WHEREOF, the parties hereto have caused their names to be subscribed hereto by their duly authorized officer and representatives, this \_\_\_\_\_ day of May, 2020.

**UFCW Local 1994, MCGEO:**

**Montgomery County, Maryland:**

By: \_\_\_\_\_  
Gino Renne  
President

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Steven Sluchansky  
Chief Labor Relations Officer

\_\_\_\_\_  
Date

**For Form and Legality**

\_\_\_\_\_  
Edward E. Haenftling, Jr.  
Associate County Attorney

\_\_\_\_\_  
Date

Side Letter

Article 9 – Working Conditions

CDL

The parties agree as follows:

- Issue #1: Physicals will be scheduled at least 30 days prior to the expiration of the individual's DOT card.

OMS will commit to an enhancement to the schedule process that will allow CDL holders to be scheduled for their physicals 30-60 days in advance of their expiration date. This enhancement will be implemented no later than July 1, 2020.

- Issue #2: DOT physicals for CDL holders on light duty. Currently the County is denying physicals to CDL holders on light duty.

OHR agrees to implement by July 1, 2020, a program that will include physical exams for employees in a light duty status.

If the employee does not pass the physical exam based on federally required standards, their DOT card will not be issued and the employee shall return to light duty in accordance with Appendix VIII Reasonable Accommodation through the 90-day priority consideration process to help them find another position within County government that they are qualified to fill.

By January 31, 2021, OHR and MCGEO will analyze the data from the implementation of the light duty physicals program through December 1, 2020, to determine whether the process was effective or if it needs revision.

Side Letter  
Article 23 – Promotions  
Promotion Process

The parties acknowledge that they have a mutual interest in assuring equity, integrity and confidence in the promotion process. Accordingly, the parties agree to work collaboratively to clarify and improve communication and understanding between management and employees related to promotion practices.

Specifically, the parties agree as follows:

- MCGEO will be given an opportunity to consult on the Office of Human Resources (OHR) projects described in this side letter. If MCGEO is dissatisfied with the results of OHR's efforts after the opportunity to consult, it may demand to bargain on any subject related to the promotion process which is bargainable and not a preserved management right
  
- OHR will undertake the following projects:
  1. OHR will work to improve the County's promotional process and selection guidelines for promotion interview panels by developing and refining selection criteria to help ensure that the interview panel provides equal opportunity for all. OHR will also review interview panel participation guidelines to determine how to fairly deal with any individuals who have relevant EEO findings, adverse disciplinary actions, and/or grievances within the last five (5) years.
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  4. OHR will share copies of the current evaluation forms used by promotion interview panels with MCGEO for MCGEO to provide comments.
  
- Department LMRCs will discuss vacancies and the process to track the time it takes departments to post and fill vacancies.
  
- MCGEO acknowledges that the selection of the members of an interview panel, using the guidance set forth in the interview panel selection criteria, is within management's discretion and may not grieve or seek to arbitrate the selection of any interview panel member.

**Memorandum of Understanding between**

**UFCW Local 1994 MCGEO**

**and**

**Montgomery County Government**

**Montgomery County Maryland**

This Memorandum of Understanding (MOU) between Montgomery County Government (hereinafter, the "County") and UFCW Local 1994 MCGEO (hereinafter "MCGEO") hereby memorializes the agreements between the parties, arising out of collective bargaining negotiations that occurred during November 2019 through February 2020.

1. The parties acknowledge that the establishment and maintenance of policies and standard operating procedures (SOPs) for the safety and security of County employees is critical to changing the culture around physical safety.
2. The parties recognize a joint interest in establishing, reviewing, and updating policies at both the County-wide and department levels as it relates to safety of the workforce, to include the following subjects:
  - a. Ensuring accountability of newly implemented or existing security measures and policies, to include security drills.
  - b. Maintaining plans at each facility for employees working alone or at late hours, and to include this kind of information in department level orientation and onboarding for new employees.
  - c. Developing a County-wide SOP relating to the monitoring of cameras.
  - d. Adapting the existing Alert Montgomery system to enable targeted communications to notify all potentially affected employees of real-time events that pose an active security risk, and developing a policy to govern the alert system, which recognizes the need to be sensitive to the nature of the issue requiring an alert.
  - e. Implementing and/or improving the exit interview process and ensuring all County items are collected, access to County facilities and technology is appropriately removed, and all appropriate parties are notified.
  - f. Creating and maintaining a database for all employees to see trespassers and security bulletins.
3. The parties make the following recommendations to assist in the process of developing, reviewing, and updating County-wide and department policies and SOPs:
  - a. Inclusion of relevant outside agencies.
  - b. Seek informational sessions from relevant experts, such as Office of Emergency Management and Homeland Security for emergency operations procedures and County Security for existing security camera technologies.
  - c. Clearly define by department what constitutes a security risk or event.
  - d. Maintain appropriate public access to County facilities.




4. The parties agree that the Director of Human Resources and the Chief Labor Relations Officer are responsible for the following:
  - a. Working with departments and the County-wide LMRC to develop and/or update SOPs and policies.
  - b. Providing an update at each County-wide LMRC meeting on departmental progress of SOP and policy development, to begin by no later than January 2021, with all SOPs and policies to be completed by no later than January 2022.
  - c. Providing a summary update of progress on SOP and policy development and/or implementation to County employees and MCGEO annually.
  
5. This MOU is effective July 1, 2020.

IN WITNESS WHEREOF, the parties hereto have caused their names to be subscribed hereto by their duly authorized officer and representatives, this 21<sup>st</sup> day of January 2020.

**UFCW Local 1994, MCGEO:**

**Montgomery County, Maryland:**

By:   
Gino Renne  
President

1/24/20  
Date

By:   
Steven Sluchansky  
Chief Labor Relations Officer

1/24/20  
Date

By:   
Berke Artila  
Director, Office of Human Resources

1/24/2020  
Date

**For Form and Legality**

  
Edward E. Haenfling, Jr.  
Associate County Attorney

1/24/2020  
Date

**Memorandum of Understanding between**

**UFCW Local 1994 MCGEO**

**and**

**Montgomery County Government  
Montgomery County Maryland**

This Memorandum of Understanding (MOU) between the Montgomery County Government (hereinafter, the "County") and UFCW Local 1994 MCGEO (hereinafter "MCGEO") hereby memorializes the agreements between the parties, arising out of collective bargaining negotiations that occurred during November 2019 through February 2020.

1. The parties acknowledge that providing training, outreach, and education to County employees on safety policies and procedures is critical to changing the culture around physical safety.
2. The parties recognize that the existing Collective Bargaining Agreement (CBA) contains several provisions dealing with the subject of safety, and the follow-through on implementation of the provisions may be incomplete or employees may not be aware of the results.
3. Specifically, article 34.10 (c) reads:

"Each department shall develop an employee and worksite safety policy, to include following the County's established guidelines in general emergency preparedness training (which includes active shooter training) and 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. Department employees can provide their areas of focus to the worksite safety coordinators by June 30<sup>th</sup> each year. All updates to policies shall be submitted to the LMRC Steering Committee for review as they are revised."
4. The parties agree that the Director of Human Resources or the Chief Labor Relations Officer shall follow up with each department to determine where it stands with regards to implementing the above article by January 1, 2021.
5. The parties refer to the County-wide LMRC the task of creating a template for a training policy for employee and worksite safety training, outreach, and education, to be shared with County departments. The subject of creating the template must be on the County-wide LMRC agenda by January 1, 2021. All agreed upon training shall be mandatory.
6. The parties agree that the Director of Human Resources and the Chief Labor Relations Officer are also responsible for the following:
  - a. Working with departments to:
    - i. Ensure they receive deadlines to create and/or update their training policy
    - ii. Provide or arrange training as requested for use or application of the training policy template

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- iii. Create a training policy review and update schedule, to include requirement of an update to the training policy within 3 months of any security assessment performed on their facilities
- b. Developing and following through with departments on a schedule for training and retraining on the training policy
- c. Working with relevant partners to determine outreach and education options for the policy to ensure awareness of the policy and its contents
- d. Upon request of the County-wide LMRC, providing an update on progress at an LMRC meeting

7. This MOU is effective July 1, 2020.

IN WITNESS WHEREOF, the parties hereto have caused their names to be subscribed hereto by their duly authorized officer and representatives, this 24<sup>th</sup> day of January 2020.

**UFCW Local 1994, MCGEO:**

**Montgomery County, Maryland:**

By: Gino Renne 1/24/20  
Gino Renne Date  
President

By: Steven Sluchansky 1/24/20  
Steven Sluchansky Date  
Chief Labor Relations Officer

By: Berke Artila 1/24/2020  
Berke Artila Date  
Director, Office of Human Resources

**For Form and Legality**

Edward E. Haenftling, Jr. 1/24/2020  
Edward E. Haenftling, Jr. Date  
Associate County Attorney

**Memorandum of Understanding between**

**UFCW Local 1994 MCGEO**

**and**

**Montgomery County Government  
Montgomery County Maryland**


This Memorandum of Understanding (MOU) between the Montgomery County Government (hereinafter, the "County") and UFCW Local 1994 MCGEO (hereinafter "MCGEO") hereby memorializes the agreements between the parties, arising out of collective bargaining negotiations that occurred during November 2019 through February 2020.

1. The parties agree that certain one-time technological upgrades are necessary at the Montgomery County Detention Center (MCDC) located at 1307 Severi Locks Road in Rockville, Maryland. This MOU describes the particular upgrades and expected associated costs.
2. The County shall update the external intercom and camera system at an expected cost not-to-exceed \$3,790.00.
3. The County shall purchase and install card readers for the northwest middle slider door (identified as Door C1021) at an expected cost not to exceed \$2,499.00.
4. This MOU is effective July 1, 2020.

IN WITNESS WHEREOF, the parties hereto have caused their names to be subscribed hereto by their duly authorized officer and representatives, this 3<sup>rd</sup> day of ~~January~~<sup>February</sup> 2020.

**UFCW Local 1994, MCGEO:**

**Montgomery County, Maryland:**


By:   
Gino Renne  
President

1/30/20  
Date

By:   
Steven Sluchansky  
Chief Labor Relations Officer

1/30/2020  
Date

**For Form and Legality**

  
Edward E. Haenftling, Jr.  
Associate County Attorney

2/3/2020  
Date

**Memorandum of Understanding between**

**UFCW Local 1994 MCGEO**

**and**

**Montgomery County Government  
Montgomery County Maryland**

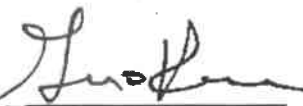
This Memorandum of Understanding (MOU) between the Montgomery County Government (hereinafter, the "County") and UFCW Local 1994 MCGEO (hereinafter "MCGEO") hereby memorializes the agreements between the parties, arising out of collective bargaining negotiations that occurred during November 2019 through February 2020.

1. The County and MCGEO share an interest in determining the feasibility of improving certain benefits for bargaining unit employees. Accordingly, pursuant to this MOU, the parties agree to convene a study group or refer the issue to an existing committee as indicated.
2. The parties shall convene a study group to develop a student loan repayment program prior to June 2020. The study group shall consist of at least three (3), but no more than five (5), representatives from the County and MCGEO. Subject matter experts jointly requested by the study group shall not count against the number of designated representatives. If the study group determines a student loan repayment program is feasible, the study group shall issue its recommendation to the Chief Administrative Officer in time for the program to become effective in Fiscal Year 2021.
3. The parties agree to refer potential enhancements to the Lasik and Dental benefits to the joint labor management health committee.
4. This MOU is effective upon the execution of this MOU.


IN WITNESS WHEREOF, the parties hereto have caused their names to be subscribed hereto by their duly authorized officer and representatives, this \_\_\_\_ day of February 2020.

**UFCW Local 1994, MCGEO:**

**Montgomery County, Maryland:**

By:   
Gino Renne  
President

2/3/20  
Date

By:   
Steven Sluchansky  
Chief Labor Relations Officer

2/3/2020  
Date

**For Form and Legality**



Edward E. Haenftling Jr.  
Associate County Attorney

2/3/2020

Date

**Memorandum of Understanding between**

**UFCW Local 1994 MCGEO**

**and**

**Montgomery County Government  
Montgomery County Maryland**

This Memorandum of Understanding (MOU) between the Montgomery County Government (hereinafter, the "County") and UFCW Local 1994 MCGEO (hereinafter "MCGEO") hereby memorializes the agreements between the parties, arising out of collective bargaining negotiations that occurred during November 2019 through February 2020.

1. The parties agree that an employee subject to a dismissal or termination action or a suspension without pay for fifteen (15) days or longer may be out of work for an extended period of time while the grievance, alternative dispute resolution process, and arbitration process proceeds. This extended period may cause a financial hardship to the employee. This expedited arbitration process is intended to alleviate some of that financial hardship by shortening the period during which the employee is unpaid.
2. This expedited arbitration process shall apply in cases where the employee has been subject to a dismissal or termination action or a suspension without pay for fifteen (15) days or longer and has received a favorable recommendation from the ADR panel, which the Department has elected to reject.
3. The Union may invoke the expedited arbitration process by sending a Notice of Expedited Arbitration to the Office of Labor Relations within five (5) business days of the employee receiving the Notice of Disciplinary Action or the expiration of the Department's ten (10) day window to issue the Notice of Disciplinary Action after rejecting the ADR panel recommendation, whichever comes first. The failure to demand expedited arbitration pursuant to this MOU shall not waive the right to seek arbitration through the process described in Article 11.1-11.5 of the collective bargaining agreement.
4. The expedited arbitration shall be heard by an arbitrator chosen from a panel composed of persons agreed to by the parties. The arbitrators shall be selected to hear succeeding expedited arbitrations in rotation in the order their name appears. If the next arbitrator on the panel is unavailable or unable to meet the strict deadlines set forth in this agreement, the next arbitrator on the list shall be selected. If no panel arbitrator is available, the parties shall request a panel of arbitrators from the American Arbitration Association, who shall abide by the agreed-upon deadlines.
5. The Union shall be responsible for notifying the arbitrator selected and shall provide him or her with a copy of the Agreement, the County Collective Bargaining Law, the Notice of Disciplinary Action, and the Notice of Expedited Arbitration.

6. The expedited arbitration hearing shall be held on a mutually convenient date within forty-five (45) days of the date the Notice of Expedited Arbitration is received by the Office of Labor Relations.
7. The parties shall meet – in-person or by telephone or video – no later than seven (7) calendar days before the date of the scheduled arbitration. At the meeting, the parties shall identify the issue(s), develop stipulations, make a good faith effort to identify joint exhibits, and identify each party's expected witnesses.
8. Discovery in the expedited arbitration shall be limited as follows:
  - a. Management shall provide to the Union within fifteen (15) calendar days after receiving the Notice of Expedited Arbitration, the employee's official personnel file, the Department file (if any), the supervisory file (if any), all documents relied upon by the Department in support of the discipline, and a summary of five (5) years of comparable disciplinary actions. Nothing in this section waives Management's right to assert a lawful privilege with respect to information contained within any of these records.
  - b. Within five (5) calendar days of receipt of the items in paragraph 8(a), the employee must furnish copies of all documents he or she intends to rely upon during the expedited arbitration and a list of witnesses the employee intends to call at the arbitration hearing.
9. If a witness is unavailable on the scheduled hearing date either for in-person, video or telephonic testimony, the party seeking the witness' testimony may conduct a deposition, subject to the same rules of evidence that will be applied during the hearing. The opposing party may cross-examine the witness during the deposition. The transcript of the deposition may be entered into evidence as if the testimony were taken during the arbitration hearing. The party seeking the testimony will bear the cost of the deposition.
10. In lieu of a deposition, upon agreement of the parties, if a witness cannot attend the arbitration proceeding, his or her testimony may be submitted via sworn affidavit.
11. The arbitrator shall have no authority to amend, add to, or subtract from the provisions of the Collective Bargaining Agreement or this MOU. The arbitrator shall make an award as he or she decides is proper under the Collective Bargaining Agreement and this MOU and in consideration of applicable public law he or she deems relevant. The arbitrator's decision shall be final and binding on all parties. In accordance with the Annotated Code of Maryland, Title 3, Subtitle 2, of the Courts and Judicial Proceedings Article, the Arbitrator shall have the authority to issue subpoenas for any witness either party believes is relevant to their case.
12. Arbitrators are encouraged to set aside the first hour(s) of the scheduled hearing to encourage and assist the parties to resolve the grievance.
13. Each party may make an opening and closing statement, not to exceed a combined total of one hour in length, unless otherwise agreed to by the parties. Neither party shall be permitted to submit post-hearing briefs. In rare circumstances, however, the parties may agree that post-hearing briefs are warranted. If the parties agree to the submission of post-hearing briefs, the arbitrator shall identify the issues he or she wants briefed and the parties shall submit those



briefs simultaneously to the arbitrator within twenty-one (21) calendar days. The arbitrator shall share the briefs he or she receives with the opposing party.

14. Delivery of the transcript of the hearing shall be expedited.

15. The arbitrator's deadlines for issuing his or her decision shall be as follows:

a. No Post-Hearing Briefs. Except in the rare circumstance where the parties agree to submit post-hearing briefs, the arbitrator shall be permitted, in his or her discretion, to issue a decision on the record at the close of the hearing and may incorporate the oral decision by reference in the final written decision. If the arbitrator issues a decision on the record, the effective date of the decision shall be the date on which the decision on the record was made and the written decision to follow must be issued within thirty (30) calendar days. If the arbitrator reserves judgment and does not issue a decision on the record, the written decision shall be issued within fifteen (15) calendar days and the effective date of the decision shall be the date of the decision.

b. Post-Hearing Briefs. If the parties submit post-hearing briefs, the arbitrator's decision shall be in writing and must be issued within thirty (30) calendar days of receiving the last post-hearing brief.

16. Except as otherwise indicated, the costs of arbitration shall be borne equally by the parties, except where one party requests a continuance resulting in additional arbitration costs (i.e., the arbitrator's or stenographer's cancellation fee), which shall be borne by the party requesting the continuance.

17. This MOU is effective July 1, 2020.

IN WITNESS WHEREOF, the parties hereto have caused their names to be subscribed hereto by their duly authorized officer and representatives, this 3<sup>rd</sup> day of February 2020.

**UFCW Local 1994, MCGEO:**

**Montgomery County, Maryland:**

By:   
Gino Renne  
President  
Date: 2/30/20

By:   
Steven Sluchansky  
Chief Labor Relations Officer  
Date: 2/3/2020

**For Form and Legality**

  
Edward E. Haenftling, Jr.  
Associate County Attorney  
Date: 2/3/2020

**Memorandum of Understanding between**

**UFCW Local 1994 MCGEO**

**and**

**Montgomery County Government  
Montgomery County Maryland**

This Memorandum of Understanding (MOU) between the Montgomery County Government (hereinafter, the "County") and UFCW Local 1994 MCGEO (hereinafter "MCGEO") hereby memorializes the agreements between the parties, arising out of collective bargaining negotiations that occurred during November 2019 through February 2020.

1. The County and MCGEO jointly recognize the importance of fostering and promoting a culture of collaboration, empowering employees, and maintaining open and ongoing feedback. These parties believe that the steps described in this MOU will support personal and professional growth, increase motivation and engagement, improve communication and reduce conflict.
2. By July 1, 2020, the parties agree to initiate the discussion over the development of an employee feedback process.
3. By January 1, 2021, the County Office of Human Resources (OHR) and MCGEO shall:
  - a. Initiate a collaborative process to develop a protocol for ongoing and/or immediate employee feedback to managers and supervisors with clear questions, options for meeting and discussions, timelines, and multiple methods of submission for employee feedback by a date to be determined by the designated OHR and MCGEO representatives.
  - b. Jointly develop and implement training regarding giving and receiving feedback, guidance, and expectations regarding employee engagement and team building. The training shall be guided by best practices for this type of employee feedback process.
4. By July 1, 2021, OHR and MCGEO shall work collaboratively to select and implement an employee feedback process for County managers and supervisors, assuring represented employees are active participants in the process.
5. OHR and MCGEO will jointly develop a decision memo addressed to the Chief Administrative Officer recommending additional mandatory performance competency training to include interpersonal awareness training for MLS/PLS and interpersonal skills training for GSS/MCGEO employees to be implemented at the first feasible performance cycle.
6. In the event of extenuating circumstances, the parties may mutually agree to extend the deadlines set in this MOU.
7. This MOU is effective July 1, 2020.

IN WITNESS WHEREOF, the parties hereto have caused their names to be subscribed hereto by their duly authorized officer and representatives, this 3<sup>rd</sup> day of February 2020.

**UFCW Local 1994, MCGEO:**

**Montgomery County, Maryland:**

By:   
Gino Renne  
President

2/3/20  
Date

By:   
Steven Sluchansky  
Chief Labor Relations Officer

2/3/2020  
Date

**For Form and Legality**

  
Edward E. Haenftling, Jr.  
Associate County Attorney

2/3/2020  
Date

**Memorandum of Understanding between**

**UFCW Local 1994 MCGEO**

**and**

**Montgomery County Government  
Montgomery County Maryland**

This Memorandum of Understanding (MOU) between the Montgomery County Government (hereinafter, the "County") and UFCW Local 1994 MCGEO (hereinafter "MCGEO") hereby memorializes the agreements between the parties, arising out of collective bargaining negotiations that occurred during November 2019 through February 2020.

- (a) The County and MCGEO agree that it is a necessary undertaking for the County Office of Human Resources (OHR) to review the market status of Public Safety Communication Specialists, the eligibility for Group J retirement for certain Department of Correction and Rehabilitation (DOCR) employees, and the new employee orientation process.
- (b) OHR shall perform the appropriate classification and market comparability wage adjustment assessment for the Public Safety Communication Specialist job series. OHR will begin the assessment in March 2020 and will share the results of the assessment with MCGEO upon completion.
- (c) OHR will complete a position audit by no later than January 1, 2021 to determine whether the duties, responsibilities, and inmate exposure of employees in the DOCR Records Section satisfy the criteria for entry into Group J retirement. The Chief Administrative Officer shall review the results of the position audit within sixty (60) days and determine whether any action is necessary relative to the retirement group status of the DOCR Records Section bargaining unit employees.
- (d) OHR will work with MCGEO to develop language to be used by OHR during new employee orientation to introduce MCGEO and to promote the relationship between management and the union. The County will make appropriate audio-visual equipment available to the Union for presentation purposes.
- (e) OHR will review the current new employee orientation process to identify ways to improve efficiency and save time to be reallocated to the MCGEO presentation to new bargaining unit eligible employees.
- (f) Montgomery County Employee Retirement Plans (MCERP), and MCGEO will work to identify additional ways to provide education and information on the County Guaranteed Retirement Income Plan (GRIP) and Retirement Savings Plan (RSP) to bargaining unit members during the 150 day period to select which retirement plan to join.

**MOU – OHR**

(g) The terms herein are effective upon the execution of this MOU.

IN WITNESS WHEREOF, the parties hereto have caused their names to be subscribed hereto by their duly authorized officer and representatives, this 8<sup>th</sup> day of February 2020.

**UFCW Local 1994, MCGEO:**

**Montgomery County, Maryland:**

By: Gino Renne 2/8/20  
Gino Renne Date  
President

By: Steven Sluchansky 2/8/2020  
Steven Sluchansky Date  
Chief Labor Relations Officer

By: Berke Attila 2/8/2020  
Berke Attila Date  
Director

**For Form and Legality**

Edward E. Haenfling, Jr. 2/8/2020  
Edward E. Haenfling, Jr. Date  
Associate County Attorney

**Memorandum of Understanding between**

**UFCW Local 1994 MCGEO**

**and**

**Montgomery County Government  
Montgomery County Maryland**

This Memorandum of Understanding (MOU) between the Montgomery County Government (hereinafter, the "County") and UFCW Local 1994 MCGEO (hereinafter "MCGEO") hereby memorializes the agreements between the parties, arising out of collective bargaining negotiations that occurred during November 2019 through February 2020.

- (a) MCGEO has requested and the County has agreed to examine the Guaranteed Retirement Income Plan (GRIP) with respect to (i) whether the plan can be re-opened for a second one-time election for Retirement Savings Plan (RSP) participants and (ii) whether it is feasible to permit monthly benefit withdrawals from the GRIP.
- (b) Within the next nine (9) months, the County shall prepare and submit a request to the Internal Revenue Service (IRS) for a private letter ruling regarding whether the County may re-open the GRIP to those individuals who previously elected or defaulted to the RSP to give those individuals a one-time opportunity to switch to the GRIP. The County shall provide a copy of the private letter ruling to MCGEO upon receipt. The parties shall share equally in the fee to submit the private letter ruling request.
- (c) Within the next six (6) months, the Montgomery County Employee Retirement Plans (MCERP) will assess the cost associated with modifying the GRIP to permit monthly benefit withdrawals. Once that cost is known, MCERP shall meet with MCGEO to discuss whether to proceed with a modification to the GRIP. If the parties agree that modification of the GRIP is feasible in light of the cost, the County will prepare and submit legislation to the County Council to make the necessary changes to the Montgomery County Code and shall work with MCGEO to prepare an announcement to its members of the change.
- (d) The terms herein are effective upon the execution of this MOU.

The remainder of this page intentionally left blank.

**MOU – Retirement 2**

IN WITNESS WHEREOF, the parties hereto have caused their names to be subscribed hereto by their duly authorized officer and representatives, this 8 day of February 2020.

**UFCW Local 1994, MCGEO:**

**Montgomery County, Maryland:**

By:   
Gino Renne  
President  
Date 2/8/20

By:   
Steven Sluchansky  
Chief Labor Relations Officer  
Date 2/8/2020

**For Form and Legality**

  
Edward E. Haenftling, Jr.  
Associate County Attorney  
Date 2/8/2020

**Memorandum of Understanding between**

**UFCW Local 1994 MCGEO**

**and**

**Montgomery County Government  
Montgomery County Maryland**

This Memorandum of Understanding (MOU) between the Montgomery County Government (hereinafter, the "County") and UFCW Local 1994 MCGEO (hereinafter "MCGEO") hereby memorializes the agreements between the parties, arising out of collective bargaining negotiations that occurred during November 2019 through February 2020.

1. The County and MCGEO agree that it is necessary to review the use of temporary positions as part of the County's overall personnel structure. Specifically, the parties agree that it is important to identify those positions that have historically been classified as temporary positions, but which have been filled in a manner to suggest the position should be a permanent position.
2. The County Office of Human Resources (OHR) shall work with MCGEO to identify the universe of temporary positions to be analyzed. Once the affected positions are identified, OHR shall compile data to assess how many months in the preceding 3-year period the position was filled by a temporary employee.
3. OHR shall undertake an assessment of any position identified as having been filled by a temporary appointment for an aggregate of twenty-four (24) months with the preceding 3-year period to determine if the position should be converted into a permanent position. Those identified positions whose scope of duties have remained static over those twenty-four (24) months shall be converted from temporary to permanent status.
4. OHR shall prepare a report to provide to MCGEO on or before July 1, 2020 identifying all temporary employee positions, positions numbers, employees who have worked in those positions, and the hours each employee has worked in that position.
5. OHR and MCGEO shall develop a written policy to provide guidance to affected employees.
6. The terms herein are effective upon the execution of this MOU.

The remainder of this page intentionally left blank.




**Temporary Employee MOU**

IN WITNESS WHEREOF, the parties hereto have caused their names to be subscribed hereto by their duly authorized officer and representatives, this \_\_\_\_ day of February 2020.

**UFCW Local 1994, MCGEO:**

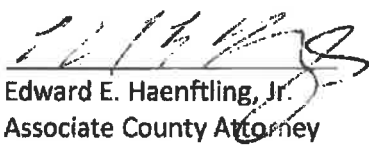
**Montgomery County, Maryland:**

By:  2/7/20  
Gino Renne Date  
President

By:  2/7/2020  
Steven Sluchansky Date  
Chief Labor Relations Officer

By:  2/7/2020  
Berke Attila Date  
Director

**For Form and Legality**

 2/7/2020  
Edward E. Haenftling, Jr. Date  
Associate County Attorney

**Memorandum of Understanding between**

**UFCW Local 1994 MCGEO**

**and**

**Montgomery County Government  
Montgomery County Maryland**

This Memorandum of Understanding (MOU) between the Montgomery County Government (hereinafter, the "County") and UFCW Local 1994 MCGEO (hereinafter "MCGEO") hereby memorializes the agreements between the parties, arising out of collective bargaining negotiations that occurred during November 2019 through February 2020.

1. The County and MCGEO jointly identify the need to recognize the military service of employees through retirement credit and that, to do so, legislation will be required.
2. By April 1, 2020, the County Executive shall propose legislation to modify Section 33-41 (e) of the County Code as necessary to effectuate this MOU.
3. Upon the passage of the legislation the County Executive shall propose to modify Section 33-41, Article 41.7 of the CBA shall be amended as follows:

**41.7 Pension Credit and Contributions for Military Service**

The County shall submit legislation to accomplish the following: Amend County Code Section 33-41 and relevant personnel regulations. Active employees who are called to duty during employment shall be credited with up to five (5) years of services in the armed forces of the United States towards their County credited service if they return to County service or apply for reemployment and submit proof of military service within one year of leaving military service and without taking other employment. Upon return to County employment, the County agrees to make any required employer and employee contributions for the period of military service. In order for employees to be eligible for this credit, the military service must qualify under the Uniform Service Rights and Reemployment Acts (USERRA).

- (a) A Group E member with 5 years of membership in the Employees Retirement System enrolled or re-enrolled on or after July 1, 1978, may elect to obtain credited service for all or part of any military service in the uniformed services of the United States up to a maximum of 48 months, up to 24 months of which would be credited by the County Government at no cost to the employee. A member exercising this option must pay, in a lump sum or on an extended payment basis, the remaining actuarial cost for these service credits.**


**Military Credit MOU**

- 4. The parties shall incorporate the revised Article 41.7 in the next collective bargaining agreement.
- 5. The terms herein are effective upon the execution of this MOU.

IN WITNESS WHEREOF, the parties hereto have caused their names to be subscribed hereto by their duly authorized officer and representatives, this \_\_\_\_ day of February 2020.

**UFCW Local 1994, MCGEO:**

**Montgomery County, Maryland:**

By:  2/6/20  
Gino Renne  
President  
Date

By:  2/6/2020  
Steven Sluchansky  
Chief Labor Relations Officer  
Date

**For Form and Legality**

 2/6/2020  
Edward E. Haenftling, Jr.  
Associate County Attorney  
Date

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

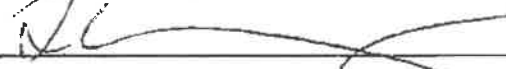
The Montgomery County Government (Employer) and the UFCW Local 1994, Municipal & County Government Employees Organization (Union) hereby agree that it is in our mutual interest to establish this 1 year pilot attendance policy for the Department of Public Libraries to ensure branch operations are not disrupted, the attendance pattern of one employee does not negatively impact other employees, and the policy is uniformly applied to all similarly situated employees. Regular and punctual attendance at work is required of all County employees (MCGEO Article 13.3)

1. All staff are responsible for reporting to the branch or unit any late arrivals or unscheduled absences, at least 1 hour before the beginning of your shift or as soon as feasible. During business hours, call your branch or unit and ask to speak to the person in charge in order to request unscheduled leave for your late arrival or unscheduled absence. Outside of business hours (branch or unit open hours), call or text your manager's (or designee's) cellphone in order to request unscheduled leave for your late arrival or unscheduled absence.
2. After 6 instances of late arrivals and/or unscheduled absences in a rolling 3-month period, management will meet with the employee to discuss concerns with their attendance pattern giving consideration to potential work/life issues and any other qualifying circumstances, in accordance with guidelines for Coaching Appendix IX (2)(a) of the MCGEO Collective Bargaining agreement.
3. After 10 instances of late arrivals and/or unscheduled absences in a rolling 3-month period, the employee may be subject to disciplinary action, up to and including dismissal, in accordance with Article 28 of the MCGEO Collective Bargaining Agreement.
4. The Department of Public Libraries agrees to adopt this policy for all employees in the department, including employees not in the bargaining unit.
5. This MOU is effective March 1, 2020.

On or about March 1, 2021, the parties shall meet to discuss the effects of the implementation of this pilot policy. Changes to the policy can only be adopted by written consent of the parties.

IN WITNESS WHEREOF, the parties hereto have caused their names to be subscribed hereto by their duly authorized officer and representatives, this \_\_ day of January 2020.

**FOR THE EMPLOYER:**

  
\_\_\_\_\_  
Steve Sluchansky, Chief Labor Relations Officer, MCG  
Date 2/5/2020

**FOR THE UNION:**

\_\_\_\_\_  
Gino Renne, President  
Date  2/5/20

**Memorandum of Understanding between**

**UFCW Local 1994 MCGEO**

**and**

**Montgomery County Government**

**Montgomery County Maryland**

This Memorandum of Understanding (MOU) between the Montgomery County Government (hereinafter, the "County") and UFCW Local 1994 MCGEO (hereinafter "MCGEO") hereby memorializes the agreements between the parties, arising out of collective bargaining negotiations that occurred during November 2019 through February 2020.

1. The following equipment and uniform related issues are directed to the indicated Department LMRC for review and recommendation to the County-wide LMRC:
  - a. *Department of Environmental Protection:* Expansion of the boot allowance to DEP field jobs.
  - b. *Department of Transportation:* Uniform and boot cleaning.
  - c. *Department of Permitting Services:*
    - i. Single checkpoint entrance for employees;
    - ii. Security, parking and other similar concerns;
    - iii. Safety equipment and warning lights for Fire Marshall and Field Inspectors;
    - iv. Fire Marshall warm-weather uniform assessment; and
    - v. Employee shuttle from Rockville to Wheaton facility.
  - d. *Fire and Rescue Services:*
    - i. Improved lighting in parts area / LED lighting; and
    - ii. Replacement of 30-year old lifts to remove tripping hazards.
  - e. *Department of General Services:*
    - i. Parking garage safety at MC311 locations, including additional cameras (in particular at 1401 Rockville Pike location); and
    - ii. Improved lighting at MC311 locations.
  - f. *Department of Recreation:*
    - i. Walkie-talkies for communication across facilities;

**Committee MOU**

- ii. Clean water access at Aquatics; and
  - iii. Parking lot safety, including installation of cameras.
- g. *Department of Police*: Speed camera installation in school zones.


The County-wide LMRC, upon receipt and review of the Department LMRC recommendations, may authorize the purchase of equipment or uniforms from the funds designated to the LMRC by Article 29 of the collective bargaining agreement.

2. The County-wide LMRC shall establish a standing sub-committee composed of one (1) representative each from MCGEO and the County per agency affected to address security, parking, and other concerns associated with the opening of and relocation of County services to the Wheaton facility. This sub-committee shall meet no later than by April 1, 2020 and, at that time, shall develop a timeline for identifying and addressing issues related to the relocation. The sub-committee shall disband upon the completion of the relocation. Any issues after the sub-committee has disbanded shall be addressed to the County-wide LMRC.
3. A representative from MCGEO, the Office of Human Resources, the Office of Labor Relations, and Alcohol Beverage Services shall meet by May 1, 2020 to confer regarding proficiency advancement within ABS by warehouse employees. The purpose of the meeting will be to ensure there is clarity for ABS warehouse employees regarding the promotion process.
4. The terms herein are effective upon the execution of this MOU.

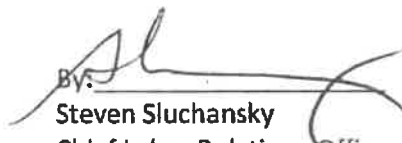
IN WITNESS WHEREOF, the parties hereto have caused their names to be subscribed hereto by their duly authorized officer and representatives, this \_\_\_\_ day of February 2020.

**UFCW Local 1994, MCGEO:**

**Montgomery County, Maryland:**

By:   
Gino Renne  
President

2/6/20  
Date

By:   
Steven Sluchansky  
Chief Labor Relations Officer

2/6/2020  
Date

**For Form and Legality**

  
Edward E. Haenftling, Jr.  
Associate County Attorney

2/6/2020  
Date

**Memorandum of Understanding between**

**UFCW Local 1994 MCGEO**

**and**

**Montgomery County Government  
Montgomery County Maryland**

**Supersedes MOU signed on February 6, 2020**

This Memorandum of Understanding (MOU) between the Montgomery County Government (hereinafter, the "County") and UFCW Local 1994 MCGEO (hereinafter "MCGEO") hereby memorializes the agreements between the parties, arising out of collective bargaining negotiations that occurred during November 2019 through February 2020.

1. The County and MCGEO jointly recognize the need to update the long-term disability benefit for participants of the RSP and GRIP and that, to do so, legislation will be required.
2. By April 1, 2020, the County Executive shall propose legislation to modify Section 33-134(a) of the County Code as necessary to effectuate this MOU.
3. Upon the passage of the legislation the County Executive shall propose to modify Section 33-134, Article 44.5 of the CBA shall be amended as follows:

**44.5 Long Term Disability Benefit**

The following constitute benefits provided under the long term disability component of the defined contribution plan:

**(a) Basic Benefit:**

- (1) Service connected: **52.5% (Partial) or 70% (Total) 66-2/3%** percent of pay
- (2) Non-service connected: 2 percent of pay x yrs. service, minimum 30 percent, maximum 60 percent of pay.


**(b) Definition of Disability:**

- (1) Service connected: your occupation for 3 years; after 3 years, any occupation ~~with similar earnings commensurate with the employee's training or retraining, education, and experience.~~
- (2) Non-service connected: your occupation for 1 year; any occupation thereafter (see current LTD plan for longer definition).

**(c) Date Payment Ends:**



**For Form and Legality**

  
Edward E. Haenftling, Jr.  
Associate County Attorney

2/7/2020  
Date




OFFICE OF THE COUNTY EXECUTIVE  
Rockville, Maryland 20850

Marc Elrich  
*County Executive*

MEMORANDUM

May 11, 2020

TO: Sidney Katz, President  
Montgomery County Council

FROM: Marc Elrich, County Executive 

RE: Memorandum of Agreement between the County and the FOP

I have attached for the Council's review the agreement resulting from the recent negotiations between the Montgomery County Government and the Fraternal Order of Police, Montgomery County Lodge 35, Inc. (FOP), in accordance with Montgomery County Code Section 33-80. The agreement reflects the changes that will be made to the existing Collective Bargaining Agreement and is effective July 1, 2020 through June 30, 2023.

I have also attached a fiscal impact statement to assist in Council's review of the document. The items will take effect for the first time in FY2021 and have a fiscal impact in FY2021, FY2022, and FY2023.

ME: snb

Attachment

Cc: Berke Attila, Director, Office of Human Resources  
Richard S. Madaleno, Jr., Director, Office of Management and Budget  
Steven Sluchansky, Chief Labor Relations Officer  
Marc Hansen, County Attorney, Office of the County Attorney

## Fraternal Order of Police County Lodge 35, Inc. Fiscal Impact Summary\*

<u>Article</u>	<u>Item</u>	<u>Description</u>	<u>FY21</u>	<u>Annual Cost Beyond FY21</u>	<u>Estimated # affected***</u>
<b><u>Contractual Changes</u></b>					
36	Wages	Salary Schedule Adjustment of 3.5 Percent for Eligible Employees in June 2021	\$69,952	\$1,959,436	569
36	Wages	1 Percent General Wage Adjustment in June 2021	\$41,651	\$1,166,707	1,164
Subtotal - Contractual Changes			\$111,603	\$3,126,143	
<b><u>Service Increments &amp; Longevity Adjustments</u></b>					
28	Service Increments	Service Increment of 3.5 Percent for Eligible Employees	\$1,139,939	\$1,637,536	527
28	Longevity	Longevity Step Increase of 3.5 Percent for Eligible Employees	\$98,414	\$144,760	70
Subtotal - Service Increments & Longevity			\$1,238,353	\$1,782,296	
<b>Total</b>			<b>\$1,349,956</b>	<b>\$4,908,439</b>	

### Police Uniformed Management Pass-Through Estimates\*\*

<u>Item</u>	<u>Description</u>	<u>FY21</u>	<u>Annual Cost Beyond FY21</u>	<u>Estimated # affected***</u>
Wages	1.25 Percent General Wage Adjustment in June 2021	\$3,910	\$109,526	57
<b>Total</b>		<b>\$3,910</b>	<b>\$109,526</b>	

\* Estimates reflect the impact to all funds. Increases apply in the second full pay period during the month noted.

\*\* Police Management converted to a new Police Leadership Service (PLS) Schedule in FY19.

\*\*\*The estimated number of employees affected by the economic item is identified where known.

**MEMORANDUM OF AGREEMENT  
BETWEEN  
THE MONTGOMERY COUNTY GOVERNMENT  
AND THE  
FRATERNAL ORDER OF POLICE, MONTGOMERY COUNTY LODGE 35, INC**

The Montgomery County Government (Employer) and the Fraternal Order of Police, Montgomery County Lodge 35, Inc. (Union), conducted negotiations pursuant to Section 33-75, et seq., of the Montgomery County Code for the term July 1, 2020 through June 30, 2023. As a result of those negotiations, the Employer and Union agree that the Collective Bargaining Agreement shall be amended according to the terms set below.

**On May 5, 2020, the Montgomery County Council rejected all or part of Articles 30(O) and (R), 31, 35, and 36 of the submitted agreement. Pursuant to Section 33-80 of the Montgomery County Code, the parties returned to negotiations and have reached a subsequent Agreement.**

Please use the key below when reading this document:

<u>Underlining</u>	<i>Added to the existing collective bargaining agreement</i>
[Single boldface brackets]	<i>Deleted from the existing collective bargaining agreement</i>
* * *	<i>Existing language unchanged by the parties</i>

The parties agree to amend the contract as follows:

\* \* \*

**Article 27 Secondary Employment**

\* \* \*

Section B. *Secondary Employment*

\* \* \*

3. Requests for approval for unit members who are in a leave without pay status, including unit members who are suspended without pay to work non-uniformed secondary employment, shall be processed by the employee's district/unit commander within not more than one business day. However, the approval process [MCP #307] must be initiated as indicated in §C.1, and the §D. restrictions shall apply. In the event that approval of the written request is subsequently denied, the employee will be required to immediately terminate the outside employment in question.

\* \* \*

Section C. *Request Procedure*

\* \* \*

5. An approval request authorizes only such work and conditions as are specifically designated on the request form. Approval or denial will be determined in accordance with this Agreement. In those instances where approval is granted, the employee may begin work. Approval will be granted as follows:

- a. [Indefinite Approval:] Three Year Approval: Remains in effect for three years from the date of the chief's approval. Each employee will be notified, via memorandum or electronically, prior to the end of the three-year approval period. To continue the secondary employment, the employee must submit a new request. [until the work is completed or the employee or employer changes the status or nature of the work, in accordance with this Agreement. For each indefinite approval, the employer may request that employees confirm their employment. This request will be made no more frequently than every thirty-six months. If the employee has not responded to the initial solicitation within two weeks, the employer will initiate a second solicitation. If the employee fails to respond to the second solicitation within two weeks, the employer may cancel the approval. The employer will notify employees of any cancellation of work approval in writing. This provision applies to all existing and future indefinite approvals.]

\* \* \*

Section G: *Uniforms and Equipment.* Employees, in the performance of their secondary employment, are permitted to carry and utilize the following issued county or otherwise authorized equipment:

\* \* \*

4. Employees may wear the patrol uniform and authorized issued equipment while engaged in uniformed secondary employment and while going to and from the secondary employment site. If the uniform is worn, the entire uniform along with the duty [Sam Browne] belt, [revolver/pistol,] duty handgun, handcuffs, and portable radio must be worn by the officer.

\* \* \*

Section H. *Cancellation of Employment.* Any employee who ceases or cancels secondary employment will notify the employer in writing, indicating cancellation, if:

1. Approval was for [an indefinite period of time, or] 3 years and it has not expired, or
2. Approval was for 12 months and it has not expired.

\* \* \*

### Article 30 Uniforms and Equipment

\* \* \*

Section B. [40 Caliber] 9mm Semi-Automatic Weapons.

1. The County will provide to all unit members a 9mm [40 caliber] semiautomatic handgun. The department issued [40 caliber] handgun will be the primary on-duty handgun for all unit members. [Approved] Weapons previously approved for purchase [purchased] by unit members may be used off duty and as second (back-up) weapons.
2. The County will provide one Level III holster to each unit member.
3. Off-duty and/or second (back-up) weapons shall be determined by a mutually agreed upon list of manufacturers and specifications [See Memorandum of Agreement dated December 18, 2019]. Modification of this list shall occur only after the modification is recommended by the JHSC and is agreed to by both the FOP President and the Chief of Police. [Upon recommendation of the Safety Committee, the Glock 26 and Kahr K-9 9mm handguns may be used off duty and/or as a second (back-up) weapon. The Employer will qualify unit members on one of these handguns, to be used as a second (back-up) weapon.]

\* \* \*

Section E. *Turtleneck Sweater.* The County shall issue three turtleneck sweaters with gold embroidered "MCP" initials to officers [who regularly wear the uniform] which may be worn under the black sweater, lightweight black jacket, or [Gortex] heavyweight black jacket. It may only be worn as the outermost garment while temporarily indoors performing work related duties. It may also be worn under the long sleeve shirt without a tie. [All other unit members who wear the uniform on a less than regular basis shall be issued one turtleneck that can be worn with the uniform in the manner described above.]

\* \* \*

Section O. *Cellular Phones.* Subject to budget limitations, Unit members [Sergeants and MPO's] will be issued cellular phones for business use. [Sergeants and MPO's who are issued cellular phones, Unit members shall not be eligible to be reimbursed for the cost of business calls that are made on personally owned cellular phones. [(See MOA: March 12, 2009)] Until such time as the FY21 GWA is funded, the March 12, 2009 MOA shall apply. The January 23, 2020 MOA shall become effective and shall replace the March 12, 2009 MOA on the first day of the same pay period that the FY21 GWA is funded.

\* \* \*

Section R. *[Tasers] Electronic Control Weapons (ECWs).* Subject to budgetary limitations, the Department will increase the number of Tasers issued to patrol officers by 10 percent in year 2 and an additional 10 percent in year 3. The Department will distribute the Tasers to patrol officers in an effort to optimize their availability. (See MOA: November 5, 2003, superseded by MOA: January 23, 2020)

1. Effective July 1, 2020, subject to budgetary limitations, ECWs will be issued to all sworn officers who work in an assignment that routinely involves public contact. (See MOA: January 23, 2020).

2. This agreement will become effective the same pay period that the FY21 GWA is funded. Until such time, the language in the Collective Bargaining Agreement July 1, 2019-June 30, 2020 Article 30 Section R and the November 5, 2003 MOA only apply.

Section S. Issued clothing and equipment reconciliation. The parties shall meet, at least quarterly, to reconcile equipment issued under appendix I.

**Article 31 Reopener**

\* \* \*

Section F. *Reopener Matters.*

\* \* \*

Second Year of the 2020-2023 Agreement. In December 2020, there shall be a reopener for the second year (July 1, 2021 to June 30, 2022) limited to:

- a. Cash Compensation
- b. Cellular phones, if the Council rejects the proposed General Wage Adjustment for FY21
- c. Electronic Control Weapons (ECWs), if the Council rejects the proposed General Wage Adjustment for FY21

Third Year of the 2020-2023 Agreement. In the event the U.S. Bureau of Labor Statistics Consumer Price Index for All Urban Consumers (CPI-U) for Washington-Arlington-Alexandria for the 12 months preceding November 2021 (November 12-month) is 1.5% or less, or 2.5% or greater, there shall be a reopener for the third year (July 1, 2022 to June 30, 2023) by no later than January 3, 2022 limited to:

- a. Cash Compensation

\* \* \*

**Article 35 Vehicles**

\* \* \*

Section F. *Program Eligibility.*

\* \* \*

- 3. Officers will become eligible for permanent vehicle assignment after satisfactorily completing [probation in the PO I rank.] the field training and evaluation program. Vehicles will be assigned to eligible officers as the vehicles become available. Vehicles shall not be assigned to any officers who reside out of County unless the list of eligible officers who reside in County is satisfied.

4. All officers will be assigned marked police vehicles with the below-listed exceptions. This list may be changed upon the mutual agreement of the department and the union. [See MOA: March 25, 2008.]

- a. Investigative Services Bureau [(except Collision Reconstruction Unit, Special Operations Division and Alcohol Initiatives Section, who are assigned marked vehicles)]
- b. Management Services Bureau (except recruiters)
- c. Special Assignment Teams
- d. Tactical Section
- e. [Office of] Internal Affairs Division
- f. [Office of Media Services] Public Information Division
- g. District Court Liaison
- h. Centralized PCAT-fifty (50) percent not to exceed eight (8) unmarked vehicles
- i. District DCAT Sergeants
- j. District Patrol Investigative Units (PIU)
- k. Managed Search Operations Team (MSOT)
- l. Emergency Service Unit (ESU)
- m. Alcohol Initiatives Unit (AIU)
- n. Collision Reconstruction Unit (CRU)

\* \* \*

#### **Article 36 Wages**

Section A. Wages.

\* \* \*

Effective June 20, 2021, the salary schedule shall be increased by adding 3.5% at Step 0, Year 1 with increments and promotions for all other steps and pay grades calculated from the new Step 0, Year 1 basis. Increments and longevity shall continue to be calculated as required by Article 28. The percentage increases upon promotion shall continue (up to the maximum for each rank) to be: 5%



between PO I and PO II; 5% PO II and PO III; 5% between POC and POI. Step 14, Year 15 shall be removed from the salary schedule.

Effective June 20, 2021, each unit member shall receive a wage increase of one percent (1.0%). If the bargained wage increase is not funded in the FY21 Council approved budget, the employer agrees not to further reduce the salary of FOP Lodge 35 bargaining unit members through furlough during FY21 (Article 50).

For FY21, the County Executive agrees to timely submit a supplemental appropriation from the County Council for earlier funding (prior to June 20, 2021) of the GWA and other deferred provisions under the following circumstances:

- the County’s total revenue and revenue projections for FY21, as determined by the Montgomery County Department of Finance and Office of Management and Budget, are in excess of the FY21 Council approved revenue figures by at least \$20 million. The County will review the revenue and revenue projections at the end of each quarter for the conditions above. This review will be completed no later than one month after the conclusion of each quarter, and the results will be shared with the Union;
- the Council grants an increase to any Montgomery County Government employee group (excluding service increments or longevity steps, or statutorily-granted increases to elected officials’ compensation); or
- the Council approves tax-supported spending in excess of the approved FY21 tax-supported budget (excluding spending related to a response to COVID-19) by at least \$200,000.00.

If the Council approves the supplemental appropriation, the adjustments shall be effective the first full pay period after the appropriation is approved. The adjustment may not show on an employee’s pay advice for up to two full pay periods, but the adjustment will be paid retroactive to the effective date.

\* \* \*

#### **Article 47 Duration of Contract**

The duration of this agreement shall be [one year] three years, become effective July 1, 2020, and terminate on June 30, 2023.

\* \* \*

#### **APPENDIX I Issued Clothing and Equipment**

CATEGORY: Academy (see below listed items under ALL SWORN)

1 Sweat suit [outfit]

CATEGORY: All Sworn

1 Class A [c]Cap

1 Black Sweater

1 Black[,] windproof, waterproof[,] duty jacket

- 1 Class A dress blouse
- 2 Class A tan pants
- 2 Class A tan short sleeve shirt[s]
- 2 Class A tan long sleeve shirt[s]
- 1 Light weight black duty jacket
- 8 Long sleeve black shirt[s]
- 8 Short sleeve black shirt[s]
- 1 Pair [hi-]high gloss dress shoes
- 1 Reversible [hi-visual]high visibility, waterproof, long black raincoat
- 1 Class A cap rain cover
- [2]3 Black clip on ties
- 8 Black Trousers
- 1 Winter knit hat [w/county]with 'POLICE' cloth badge
- 1 Black baseball style cap [w/county]with 'POLICE' cloth badge
- [1 Shoulder microphone (subject to availability)]
- 3 Handgun magazines
- [1 Field Operations Manual]
- 1 Transportation Article
- 1 Fine book
- 1 Criminal Digest
- [1 Criminal Citation Manual]
- [ ]
- [Black Leather Items:]
- 1 Pair black waterproof [leather]duty boots
- 4 Black belt keepers
- 2 Black ["D" rings] Ring
- 1 Black handcuff case
- 1 Black Handgun holster
- 1 Black rechargeable flashlight ring holder
- 1 Black "Sam Browne" belt
- 1 Black synthetic outer duty belt
- 1 Velcro inner belt
- 1 Black shoulder strap
- 1 Black double handgun magazine holder
- 1 Black OC holder
- 1 Black [leather] ASP holder
- 1 Black [identification]ID case
- 1 Black key keeper
- 1 Pair [B]black [leather] cut resistant gloves
- 1 Black [G]garrison belt (Honor Guard, [+ Admin]Captains and Chief Officers)
- 1 High visibility yellow arm band imprinted with POLICE

CATEGORY: All Sworn (continued)

Serialized Equipment:

- 1 Flashlight: black metal, rechargeable, w/ additional batteries and use as protective instrument
- 1 [Bullet proof]Ballistic vest with 1 hard trauma plate and 1 soft trauma plate
- 1 [Bullet proof]Ballistic vest black outer carrier

- 2 [Bullet proof]Ballistic vest inner carrier[s]
- 1 Pair handcuffs
- 1 Semi-automatic handgun gun plus ammunition
- 1 Portable radio
- 1 Portable Radio Battery
- 1 Radio Earpiece for portable radio
- 1 Shoulder Microphone
- 1 Long gun (when available)

Other:

- [1 Plastic battery operated flashlight ]
- 1 County [b]Brass Police [b]Badge
- [2]1 Maryland [s]Seal [c]Collar [p]Pins; [c]Class A
- 1 County [s]Street [m]Map
- 1 Equipment bag
- 1 Fingerprint kit
- 1 First aid kit and bag
- 1 Gas mask with carrier bag
- 1 Class A hat brass badge
- 1 Brass marksman badge
- 2 Brass name plate[s]
- [2]1 Brass name plate “[s]Serving [s]Since” [pins]
- 2 Velcro [nameplates]nametag
- 2 Pair white cotton gloves
- 2 Plastic handcuffs (flex cuffs)
- 1 Portable radio holder
- 1 Ballistic helmet with face shield
- 1 [Hi-Vis/]High visibility reflective traffic vest
- [1 Traffic orange wand (flashlight attachment)]
- 2 Plastic whistle
- 1 Collapsible ASP
- 1 OC Spray
- 1 Black [“rubber glove”]disposable glove pouch

CATEGORY: Patrol Sergeants

- 1 Black Backpack
- 1 Sledgehammer
- 1 Halligan bar
- 1 Pair bolt cutters

CATEGORY: Tactical

- 1 [.45 cal.]9x19mm Semi-automatic handgun and ammunition
- 1 Pair summer boots with [v]Vibram soles
- 1 Pair winter boots with [v]Vibram soles
- 1 Flashlight/mini-laser product light
- 1 Black modular holster for [.45 cal.]9x19mm Handgun

- 1 Pair binoculars
- 8 Sets of black uniforms
- 4 [Green combat uniform sets]Performance Combat Pants, Crye Precision, OD Green
- 4 Performance Combat Long Sleeve Shirt, Crye Precision, OD Green
- 1 Tactical/ballistic vest with pouches
- 1 Special Threat Plate Carrier with Rifle Plates
- 1 [USAF flight]Flight type winter jacket
- 1 Black Velcro Sam Browne belt
- 1 Tactical equipment bag
- 1 Ballistic helmet; tactical
- 1 Set hardware [&]and harness for [repelling]rappelling (including figure eight ring/carbineer)
- 1 Set windproof/waterproof cold weather outerwear (jacket [&]and pants)
- 1 .308 counter sniper rifle
- 1 Fully automatic M-4 carbine [With holographic sight, infrared/white weapon light, infrared aiming laser]with magazines and ammunition
- 1 Holographic sight for M-4
- 1 Infrared/white weapon light for M-4
- 1 Infrared aiming laser for M-4
- 1 Portable radio headset with ear/mouth piece;[, ptt ( )push to talk( )]
- 2 Diversionary devices
- 1 Set each elbow/knee pads
- 1 Pair padded/tactical gloves
- 1 Fire retardant jumpsuit (Nomex)
- 1 Pair fire retardant gloves
- 1 [Remington 870] Breaching Shotgun
- 1 UTM Simunition bolt
- 1 Simunition Face mask
- 1 Binocular IR night vision goggle
- 1 Electronic Control Weapon (i.e., Taser)
- 2 IR reflective call sign patches
- 1 Gas mask with voice emitter

CATEGORY: Special Events Response Team (When Available)

- 1 Level 1 Public Order Helmet
- 1 Level 1 Public Order 24 Inch Baton
- 1 Level 1 Public Order Forearm/Elbow Guard
- 1 Level 1 Public Order Metatarsal Guard
- 1 Level 1 Public Order Groin Guard
- 1 Level 1 Public Order Knee/Shin Guard
- 1 Level 1 Public Order Shoulder/Upper Arm Guard
- 1 Level 1 Public Order Thigh Guard
- 1 Level 1 Airpower XR2 Boot
- 1 Level 1 Public Order Combat Glove
- 1 Level 1 Yaffy Balaclava
- 1 Level 1 Yaffy Suit
- 1 MFF Hatch Centurion Upper Body Protector
- 1 MFF Hatch Groin Protector

1	MFF	Hatch Forearm Protector
1	MFF	TS70 Hard Shell Shin Guard
1	MFF	Oakley SI Assault Gloves
1	MFF	Baton Ring
1	MFF	Gear Bag

CATEGORY: Canine

[1	Tracking lead]
[1	Street lead]
[1	Tracking harness]
[1	Agitation harness]
[2	Reward balls (toys)]
[1	Remote training collar (e-collar)]
[1	K9 training bite sleeve]
[1	Pair black summer boots]
[1	Pair black winter boots]
[1	Concrete slab and chain link kennel]
[2	Dog choke chain]
[1	Pinch collar]
[1	Flat collar]
[1	Dog food pan]
[1	Heated water bowl]
[1	Kennel tarp]
[1	Dog house]
[1	Dog muzzle]
[1	Dog water bucket]
[1	Grooming brush and rake]
[1	Safariland ALS Level III tactical holster]
[1	Surefire X Series gunlight w/pressure mounted grip switch]
[1	Black nylon Velcro gear belt with magazine holder and all other necessary attachments]
[1	Training leads]
[8	Sets of black BDU uniforms of rip stop material; with short sleeve and long sleeve shirts]
[1	Black Surefire mini-flashlight with charger/6 rechargeable]
[1	Black windproof/waterproof rain suit (jacket and pants)]
[1	Radio earpiece for portable radio]
[2	Tactical tracking gloves]
[1	Protective eye wear]
[25	Cloth name tags for uniform shirts]
[25	Cloth badges for uniform shirts & jackets]
<u>8</u>	<u>Sets of black BDU uniforms of rip stop material; with short sleeve shirts</u>
<u>1</u>	<u>Protective eye wear</u>
<u>1</u>	<u>Heated water bucket</u>
<u>1</u>	<u>Stainless steel water bucket</u>
<u>1</u>	<u>Stainless steel food bowl</u>
<u>2</u>	<u>IR strobe light</u>
<u>1</u>	<u>Surefire X series gun light</u>
<u>1</u>	<u>Compact rechargeable tactical flashlight</u>

- 1 Drop down tactical gun holster, level 3
- 1 Light weight nylon duty belt with inner belt and nylon keepers
- 1 Drop down magazine holder and pouches
- 1 Pair black summer boots
- 1 Pair black winter boots
- 4 Sew on name tags
- 4 Velcro name tags
- 1 Rain jacket-Gortex or equivalent
- 1 Rain pants-Gortex or equivalent
- 1 Scratch Pants
- 1 Tactical tracking gloves
- 1 Ballistic helmet with NVG mount
- 8 5.11 Stryke/TDU L/S Shift
- 8 5.11 Stryke/TDU pants
- 1 Waist lead
- 1 6-foot training lead
- 1 15-foot tracking lead
- 1 20-foot tracking lead
- 1 30-foot tracking lead
- 1 Retractable lead
- 1 Multi-purpose harness
- 1 Tracking harness
- 1 Electronic remote collar
- 1 Bark control collar
- 1 Stainless Steel pinch collar
- 1 Police K9 ID Collar
- 1 Training food pouch
- 1 Working muzzle
- 1 Emergency medical muzzle
- 2 Tug toy
- 2 Ball on a rope
- 1 Linen bite sleeve
- 1 Grooming tool
- 1 Self-contained kennel/dog house unit
- 1 Heavy duty kennel tarp 10' x 12'
- 1 Flight type winter jacket

CATEGORY: [Traffic]Motor Units

- 1 Black leather motor jacket
  - 1 Motor helmet with ear muffs
  - 1 Heated clothing (1 pair pants, 1 jacket liner, 1 pair gloves, 1 pair socks and thermostat)
  - 1 Pair motor boots
  - 1 Pair safety glasses
  - 8 Pair[s riding] of motorcycle britches
  - 1 High Visibility Rain coat/suit and pants
- Note: Putts may be worn, but will not be issued.

CATEGORY: Detective

- 1 Detective badge
- 1 Badge belt clip
- 1 Black [leather pancake]concealment holster
- 1 Single black [leather] magazine holder
- 1 Jumpsuit with cloth badge
- 1 Digital voice recorder
- 1 Compact rechargeable flashlight

CATEGORY: Collision Reconstruction Unit/Decentralized Collision Reconstruction unit

- 1 Yellow Blauer reflective rain jacket with liner
- 1 Pair black Blauer rain pants
- 1 Blue coveralls (CRU only)
- 1 Compact rechargeable flashlight

CATEGORY: Mountain Bike [(See below for "specification sheet" Brand names may be substituted for equal/greater quality items.)] – All black mount bicycles shall be equipped with the following items:

- [1 (Per assigned officer), Black Mountain bike ]
- 1 Black rack
- 1 Black police bag
- 1 Black bicycle bell
- 1 Black rear light/red lens
- [1 Black fenders]
- 1 Rear mount kickstand
- [1]2 Black water bottle racks
- 1 Light system
- 1 Cable bike lock
- [1 Black helmet with white "POLICE" logo]
- [1 Black derailleur guard]
- [1 Repair kit: to include Slime tube 26 X 1.90 and three (3) plastic tire levers]
- [1 Black water bottle]

CATEGORY: Full Time Bicycle Rider

- 1 Pair protective sunglasses "511" Tactical aileron shield ballistic glasses
- [1 Saddle]
- [1 Bike mounted pump]
- [1 Cable bike lock ]
- 1 Windproof/waterproof Fall/Winter foul weather suit [(to include: 1 windproof/waterproof]with pants and jacket, cycle vest and pants[)]
- 2 Black BDU long pants
- 5 Pairs black bike short pants
- 5 Polo shirt[s]
- 1 Black helmet with white "POLICE" logo
- 2 Water bottle

1 Compact tactical flashlight

[PART TIME BIKE RIDERS/BICYCLE:]CATEGORY: Part Time Bicycle Rider

1 Black [H]helmet with white "POLICE" logo

1 Black BDU long pants

2 Pairs black bike [S]short[s]

2 Polo [S]shirt[s]

CATEGORY: [SAT]Special Assignment Team

[1 Portable radio ear phone set per person (subject to availability)]

1 Wireless earpiece with push-to-talk feature

1 Compact rechargeable flashlight

1 Pair Steiner Police Model 10x50 binoculars

1 Digital recording device

1 Aimpoint Micro T-1 red dot optic with standard mount

1 Tactical outer vest carrier

CATEGORY: [COMMUNITY SERVICES]Community Engagement Division

1 Black concealment holster

1 Black single magazine and handcuff case

[CATEGORY: Special Clothing/Safety Equipment]

[e.g. Technical services masks, breathing apparatus, first aid kits, black winter boots, black summer boots.]

[CATEGORY: Other Specialized Units/GREY UNIFORMS]

[4 sets – Range instructors]

CATEGORY: Range Staff

1 One piece winter suit

1 High visibility rain jacket and pants

4 Gray range pants

1 Pair heavy winter waterproof boots

CATEGORY: [OTHER]Other

2 MPO insignia pins

2 PO3 insignia pins

2 Sergeant insignia pins

3 Black Turtleneck shirts

[Exceptions to turtleneck:]

[1. Office of the Chief]



- [2. Court Liaison]
- [3. ISB except: Forensic Services Section]
- [4. MSB except:]
  - [a. Fleet Coordinator]
  - [b. Abandoned Motor Vehicle]
  - [c. Academy]

[ ]

CATEGORY: Sworn Academy Instructor

- 2 Red Hoodie Sweatshirt
- 8 Red Short Sleeve T-shirt
- 4 Red Long Sleeve T-shirt
- 1 Red Winter Jacket

CATEGORY: Managed Search Operations Team

<u>Centralized</u>	<u>Decentralized</u>	
<u>1</u>	<u>1</u>	<u>24 Hour Backpack (NASAR Standard)</u>
<u>1</u>	<u>1</u>	<u>Gloves (Rappelling and Ropes)</u>
<u>1</u>	<u>1</u>	<u>Eye Protection</u>
<u>4</u>	<u>2</u>	<u>Golf Shirt</u>
<u>4</u>	<u>2</u>	<u>Performance Combat Pants, Crye Precision, OD Green</u>
<u>4</u>	<u>2</u>	<u>Performance Long Sleeve Shift, Crye Precision, OD Green</u>
<u>4</u>	<u>2</u>	<u>High Visibility Shirt</u>
<u>1</u>	<u>1</u>	<u>Pair Salomon Quest 4D 2 GTX Boots (replaced when they become unserviceable)</u>
<u>1</u>	<u>0</u>	<u>Thermal imager with helmet mount</u>
<u>1</u>	<u>0</u>	<u>Night Vision Binocular Goggles with Helmet Mount</u>
<u>1</u>	<u>1</u>	<u>Protective Bump Helmet</u>
<u>1</u>	<u>1</u>	<u>Rope Kit</u>
<u>1</u>	<u>1</u>	<u>Rappel Harness and Hardware with D Ring and Figure 8</u>
<u>4</u>	<u>4</u>	<u>Carabiners</u>
<u>1</u>	<u>1</u>	<u>Personal Flotation Device</u>
<u>1</u>	<u>1</u>	<u>Dry Suit</u>
<u>1</u>	<u>1</u>	<u>Dry Suit Liner</u>
<u>1</u>	<u>1</u>	<u>Gloves (Water)</u>
<u>1</u>	<u>1</u>	<u>Boots (Water)</u>
<u>1</u>	<u>1</u>	<u>Fins</u>
<u>1</u>	<u>1</u>	<u>Water Mask</u>
<u>1</u>	<u>1</u>	<u>Snorkel</u>
<u>1</u>	<u>1</u>	<u>Large Mesh Bag</u>
<u>1</u>	<u>1</u>	<u>Throw Bag (50-foot Water Rope)</u>
<u>1</u>	<u>1</u>	<u>Water Knife</u>
<u>1</u>	<u>1</u>	<u>Water Whistle</u>
<u>1</u>	<u>1</u>	<u>Mobile Phone</u>

CATEGORY: Emergency Services Unit

<u>Centralized</u>	<u>Decentralized</u>	<u>Decentralized</u>	
<u>Medic</u>	<u>Medic</u>	<u>Operator</u>	
<u>4</u>	<u>2</u>	<u>0</u>	<u>Performance Combat Pants, Crye Precision, OD Green</u>
<u>4</u>	<u>2</u>	<u>0</u>	<u>Performance Combat Long Sleeve Shirt, Crye Precision, OD Green</u>
<u>1</u>	<u>1</u>	<u>0</u>	<u>Knee/elbow pads</u>
<u>1</u>	<u>1</u>	<u>0</u>	<u>Pair Summer Boots (every year centralized, every other year decentralized)</u>
<u>1</u>	<u>1</u>	<u>0</u>	<u>Pair Winter Boots (every year centralized, every other year decentralized)</u>
<u>1</u>	<u>1</u>	<u>0</u>	<u>Tactical Gloves</u>
<u>1</u>	<u>1</u>	<u>0</u>	<u>Green Nomex Jumpsuit with Gloves</u>
<u>1</u>	<u>1</u>	<u>1</u>	<u>Ballistic Helmet</u>
<u>1</u>	<u>1</u>	<u>0</u>	<u>Ballistic Body Armor with carriers (SWAT Equivalent)</u>
<u>1</u>	<u>1</u>	<u>0</u>	<u>Helmet Mounted Light</u>
<u>1</u>	<u>1</u>	<u>0</u>	<u>Tactical Leg Holster</u>
<u>1</u>	<u>1</u>	<u>0</u>	<u>Protective Bump helmet</u>
<u>1</u>	<u>1</u>	<u>1</u>	<u>Tactical Rain Gear</u>
<u>1</u>	<u>1</u>	<u>0</u>	<u>Cold Weather Gear</u>
<u>1</u>	<u>1</u>	<u>0</u>	<u>Binoculars</u>
<u>1</u>	<u>1</u>	<u>0</u>	<u>Rappel Harness and Hardware with D Ring and Figure 8</u>
<u>1</u>	<u>1</u>	<u>0</u>	<u>Gas Mask with voice emitter</u>
<u>1</u>	<u>0</u>	<u>0</u>	<u>Full SCBA</u>
<u>1</u>	<u>1</u>	<u>1</u>	<u>SCBA Face Piece</u>
<u>1</u>	<u>1</u>	<u>1</u>	<u>Mobile Phone</u>
<u>1</u>	<u>1</u>	<u>0</u>	<u>2<sup>nd</sup> Portable Radio with dual comms and headset</u>
<u>1</u>	<u>1</u>	<u>0</u>	<u>Night Vision Goggles</u>
<u>1</u>	<u>1</u>	<u>0</u>	<u>Handgun Mounted Light</u>
<u>1</u>	<u>1</u>	<u>0</u>	<u>Tactical First Aid Bag (M-9) or Equivalent</u>
<u>1</u>	<u>1</u>	<u>0</u>	<u>Woodlands Extended Operation Bag</u>
<u>1</u>	<u>1</u>	<u>0</u>	<u>Tactical Oxygen Bag</u>
<u>1</u>	<u>1</u>	<u>0</u>	<u>Tactical Litter (Foxtrot)</u>
<u>1</u>	<u>0</u>	<u>0</u>	<u>Patient Litter (Sked/Reeves)</u>

CATEGORY: Firearms Investigation Unit

1 Type III Rifle Plates and Carrier

CATEGORY: Vehicle Recovery Section

1 Compact rechargeable flashlight

CATEGORY: Fugitive

1 Bianchi Model 82 CarryLok Auto Retention Belt Slide Holster

CATEGORY: Repeat Offender Unit

1 Wireless earpiece with push-to-talk feature

NOTES:

1. Officers who bought their own black sweaters can continue to wear them.
2. Trousers must have "utility" pockets
3. Where "Gortex" is specified, an equivalent (windproof/waterproof) may be issued.
4. Where Safety Committee recommends and parties agree, other substitutions may be made.
5. Sam Brown and Garrison belt can be issued in lieu of 'Uncle Mike Velcro'

\* \* \*

IN WITNESS WHEREOF, the parties hereto have caused their names to be subscribed by their duly authorized officers and representatives this 11th day of May, 2020.

Fraternal Order of Police  
Montgomery County Lodge 35

Montgomery County Government  
Montgomery County, Maryland

  
Torrie Cooke  
President


5/11/2020  
Date

  
Marc Elrich  
County Executive

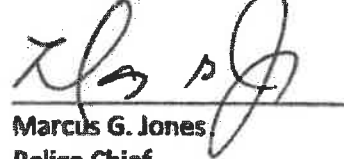
5/11/20  
Date

  
Lee Holland  
Chief Negotiator

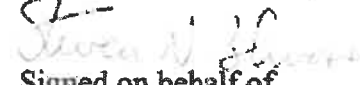
5/11/2020  
Date

  
Andrew Kleine  
Chief Administrative Officer

5/11/20  
Date

  
Marcus G. Jones  
Police Chief

5/11/2020  
Date

  
Signed on behalf of  
Steven Sluchansky

05/11/2020  
Date

1 Wireless earpiece with push-to-talk feature

**NOTES:**

1. Officers who bought their own black sweaters can continue to wear them.
2. Trousers must have "utility" pockets
3. Where "Gortex" is specified, an equivalent (windproof/waterproof) may be issued.
4. Where Safety Committee recommends and parties agree, other substitutions may be made.
5. Sam Brown and Garrison belt can be issued in lieu of 'Uncle Mike Velcro'

\* \* \*

IN WITNESS WHEREOF, the parties hereto have caused their names to be subscribed by their duly authorized officers and representatives this 11th day of May, 2020.

Fraternal Order of Police  
Montgomery County Lodge 35

Montgomery County Government  
Montgomery County, Maryland

  
\_\_\_\_\_  
Torrie Cooke  
President

5/11/2020  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Marc Elrich  
County Executive

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Lee Holland  
Chief Negotiator


5/11/2020  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Andrew Kleine  
Chief Administrative Officer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Marcus G. Jones  
Police Chief

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Signed on behalf of  
Steven Sluchansky  
Chief Labor Relations Officer

05/11/2020  
\_\_\_\_\_  
Date

Approved for form and legality by:

  
\_\_\_\_\_  
Edward E. Haenfling, Jr.  
Associate County Attorney

05/11/2020  
\_\_\_\_\_  
Date

Side Letter- Beards

January 17, 2020

This is to confirm an agreement that was reached during term bargaining for the contract that takes effect July 1, 2020. The parties have agreed to remove the beard prohibition in function code 410. All beards will be neatly trimmed and no longer than approximately ½ inch in length.

Fraternal Order of Police, Lodge 35, Inc:

Montgomery County, Maryland

\_\_\_\_\_  
By: Lee Holland                      Date  
Chief Negotiator

\_\_\_\_\_  
By: Steve Sluchansky              Date  
Chief Negotiator

Approved for form and legality by: \*

\_\_\_\_\_  
Edward E. Haenftling, Jr.          Date  
Associate County Attorney

MEMORANDUM OF UNDERSTANDING  
BETWEEN  
MONTGOMERY COUNTY GOVERNMENT  
AND  
FRATERNAL ORDER OF POLICE  
MONTGOMERY COUNTY LODGE 35, INC.

The Montgomery County Government ("County") and the Fraternal Order of Police Montgomery County Lodge No. 35, Inc. ("FOP"), January 23, 2020 Memorandum of Understanding regarding the issuance of the Blackberry PDA and cell phone devices.

1. These devices are issued serialized equipment. Devices may be stored in a secure lockable area of the vehicle when not in use.
2. The primary purpose of the device is for work related communication. Members will be available by their county issued cellular device while on duty, and non-county issued devices shall not be used for work purposes unless in an exigent circumstance. The device shall not be routinely used as a personal communication device (phone calls only).
3. In addition to on-duty availability, members will carry their county issued cellular device while operating a county vehicle or working uniformed secondary employment. The device must be powered on while working uniformed secondary employment. If at any time while bargaining unit members are operating a county vehicle while off duty and there is a radio system outage, bargaining unit members will power on the device to serve as emergency communication.
4. International usage, and/or travel outside the continental United States requires approval of the Assistant Chief, Management Services Bureau.
5. Unit members will be provided the necessary equipment to ensure the devices are hands free while driving. Unit members will also be provided all necessary equipment to charge the device in the department issued vehicle.
6. The use of the devices GPS, or other location tracking software, shall be used for operational purposes (e.g., lost device, Officer safety, etc.) and shall not be the sole basis for discipline.
7. The downloading of ringtones, games, automatic message alerts and other software or applications not approved by the employer is prohibited. All devices will be managed by the County's' device management software.
8. All content on the device, including data that may be stored remotely, may be subject to Public Information Act requests and discovery.
9. Employees who are granted the use of the County cellular device while out of the country will not be responsible for cost of usage. Employees may be billed only for actual costs incurred by the employer for use of the device which can be determined to be non-work related. The employer bears the burden to demonstrate a financial loss before pursuing reimbursement from an employee. The County shall provide prompt notification to the employee of any billing for personal use that increased costs to the employer. The notice shall specify the amount, the total of the usage, corresponding dates and copies of all documents used to demonstrate any financial loss.

10. Any disciplinary action taken by the employer shall be in accordance with Article 43 of the Collective Bargaining Agreement.

Fraternal Order of Police, Lodge 35, Inc:

Montgomery County, Maryland

\_\_\_\_\_  
By: Lee Holland                      Date  
Chief Negotiator

\_\_\_\_\_  
By: Steve Sluchansky              Date  
Chief Negotiator

Approved for form and legality by:

\_\_\_\_\_  
Edward E. Haenftling, Jr.          Date  
Associate County Attorney

MEMORANDUM OF AGREEMENT  
BETWEEN  
MONTGOMERY COUNTY GOVERNMENT  
AND  
FRATERNAL ORDER OF POLICE  
MONTGOMERY COUNTY LODGE 35, INC.

- 1.) In the event of a death of an active bargaining unit member, the Employer and FOP Lodge 35 will work cooperatively with the member officer's family on arrangements concerning the member's funeral arrangements and benefits. FOP Lodge 35 will assign a representative who will meet with the employer and the family.
  
- 2.) The Employer (at least one representative of the Police Department and at least one representative of the Office of Human Resources) and FOP Lodge 35 will meet as soon as practicable, but no later than 48 hours after the death of an employee.

Fraternal Order of Police, Lodge 35, Inc:

Montgomery County, Maryland

\_\_\_\_\_  
By: Lee Holland  
Chief Negotiator

\_\_\_\_\_  
Date

\_\_\_\_\_  
By: Steve Sluchansky  
Chief Negotiator

\_\_\_\_\_  
Date

Approved for form and legality by:

\_\_\_\_\_  
Edward E. Haenftling, Jr.  
Associate County Attorney

\_\_\_\_\_  
Date



MEMORANDUM OF AGREEMENT  
BETWEEN  
MONTGOMERY COUNTY GOVERNMENT  
AND  
FRATERNAL ORDER OF POLICE  
MONTGOMERY COUNTY LODGE 35, INC.

- 1) Definition: The department-issued electronic control weapon (ECW), is a less-lethal weapon which utilizes neuro-muscular incapacitation technology to temporarily incapacitate an individual in order to enable officers to gain control and/or custody of that person.
  
- 2) Eligibility: For purposes of ECW issuance, assignments which are considered to routinely involve public contact are the following:
  - A) Uniform Patrol
  - B) Community Engagement Division
  - C) Community Services Officers
  - D) Canine Unit
  - E) Traffic Division
  - F) District Community Action Team (DCAT)
  - G) School Resource Officers
  
- 3) Order of issuance: All officers hired after January 1, 2020, shall be provided training and be issued an ECW. The issuance of ECW's to bargaining unit members is dependent upon availability. The department will then seek volunteers by seniority, and priority placement will be given to officers in assignments which routinely involve public contact. If there are no volunteers, then issuance will be made in order of inverse seniority within the Patrol Services Bureau, then to other eligible positions that routinely involve public contact. Officers who are transferred into an assignment which does not involve routine public contact may be asked to return their ECW if additional units are needed. All officers will be provided training prior to the initial issuance of a device, and officers shall be required to re-certify as required by department policy.
  
- 4) Requirement to carry: Officers who are issued an ECW shall wear and carry their ECW whenever they are working in a uniformed capacity, to include secondary employment.

Fraternal Order of Police, Lodge 35, Inc:

Montgomery County, Maryland

\_\_\_\_\_  
By: Lee Holland  
Chief Negotiator

\_\_\_\_\_  
Date

\_\_\_\_\_  
By: Steve Sluchansky  
Chief Negotiator

\_\_\_\_\_  
Date

Approved for form and legality by:

\_\_\_\_\_  
Edward E. Haenftling, Jr.  
Associate County Attorney

\_\_\_\_\_  
Date

MEMORANDUM OF AGREEMENT  
BETWEEN  
MONTGOMERY COUNTY GOVERNMENT  
AND  
FRATERNAL ORDER OF POLICE  
MONTGOMERY COUNTY LODGE 35, INC.

The parties have agreed the current manufacturer and specifications list for off-duty and backup handguns is as follows:

Manufacturers:            Glock  
                                      Smith & Wesson  
                                      Heckler and Koch  
                                      Sig Sauer  
                                      Beretta  
                                      Kahr  
                                      Springfield Armory

Type:                        Semi-automatic pistol

Action:                    Double action only, (Safe Action, LEM, DAK, or equivalent)

Caliber(s):                9mm, .40 caliber, or .45 caliber

Safety:                    No manual/external safety or decocking lever. This does not include "passive" safeties such as the trigger safeties on Glock and Smith & Wesson M&P series pistols, or a grip safety.

Trigger pull:            8lb minimum (unless previously agreed upon prior to July 1, 2020)

Finish:                    Subdued Black or Dark Gray

Magazines:                Extended magazines are not permitted. Magazines will be standard/factory issue and must be the ones specified for that particular weapon. This does not preclude using a larger capacity magazine of the same caliber (i.e., a Glock 17 or 19 magazine in a Glock 26).

Fraternal Order of Police, Lodge 35, Inc:                    Montgomery County, Maryland

\_\_\_\_\_  
By: Lee Holland      Date  
Chief Negotiator

\_\_\_\_\_  
By: Steve Sluchansky      Date  
Chief Negotiator

Approved for form and legality by:

\_\_\_\_\_  
Edward E. Haenftling, Jr.      Date  
Associate County Attorney

MEMORANDUM OF AGREEMENT  
BETWEEN  
MONTGOMERY COUNTY GOVERNMENT  
AND  
FRATERNAL ORDER OF POLICE  
MONTGOMERY COUNTY LODGE 35, INC.

PERSONAL PURCHASE RIFLE PROGRAM

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Section B. Authorized Manufactures

Rifles produced by the following manufacturers are approved to be carried by bargaining unit members as on-duty rifles:

- 1) Colt
- 2) Aero Precision
- 3) LMT (Lewis Machine and Tool)
- 4) Spikes Tactical
- 5) Daniel Defense
- 6) LWRC (Land Warfare Resources Corporation)
- 7) BCM (Bravo Company Manufacturing)
- 8) Smith & Wesson
- 9) Windham Weaponry
- 10) Rock River Arms
- 11) Knights Armament
- 12) Sig Sauer
- 13) Sturm Ruger

Each Personal Purchase Rifle must pass a series of protocols and testing that is recommended and approved by both the PSTA Firearms Range Staff and the JHSC prior to them being approved to be carried by bargaining unit members as on-duty rifles. Testing will be scheduled through, and conducted by, the PTSA Firearms Range Staff and will not be unreasonably delayed. Additional manufacturers may be added to this list by mutual agreement of the parties upon recommendation by the JHSC.

Section C. Rifle Specifications

Rifles purchased under this program must be from a manufacturer listed in Section B, and must meet the following specifications:

Platform: AR-15 Rifle system, assembled by gun manufacturer as one complete weapon. No individually built weapons.

Color: Black to include handguards, stock & accessories

Operating system: Direct impingement/Gas Piston

Caliber: .223 or 5.56mm

Chamber: 5.56mm NATO

Barrel: Minimum 16" w/permanent flash hider. Heavy barrel or step-cut barrel acceptable.

Stock: Collapsible or fixed.

Sights: Metal (e.g. iron, steel, aluminum) sights required, Fixed or flip up.

Firing system: Semi-automatic only.

Rifling: 1/7 — 1/9 twist

Trigger: Standard factory installed / law enforcement trigger. No match triggers.

Optics: An optical sight from the approved list of rifle optics is recommended for the rifle for duty use and training.

Flashlight: A rifle mounted flashlight that can be activated / deactivated with one digit is required to be mounted on the gun for duty use and training.

Fraternal Order of Police, Lodge 35, Inc:

Montgomery County, Maryland

\_\_\_\_\_  
By: Lee Holland  
Chief Negotiator

\_\_\_\_\_  
Date

\_\_\_\_\_  
By: Steve Sluchansky  
Chief Negotiator

\_\_\_\_\_  
Date

Approved for form and legality by:

\_\_\_\_\_  
Edward E. Haenftling, Jr.  
Associate County Attorney

\_\_\_\_\_  
Date

MEMORANDUM OF AGREEMENT  
BETWEEN  
MONTGOMERY COUNTY GOVERNMENT  
AND  
FRATERNAL ORDER OF POLICE  
MONTGOMERY COUNTY LODGE 35, INC

Pursuant to Article 14 of the collective bargaining agreement, the parties agree to the following regarding personal days:

1) Members who are hired after the beginning of the first full pay period of the calendar year shall receive personal days as follows:

- a) If hired from the 1<sup>st</sup> through the 8<sup>th</sup> pay period - four personal days
- b) If hired from the 9<sup>th</sup> through the 14<sup>th</sup> pay period – three personal days
- c) If hired from the 15<sup>th</sup> through the 21<sup>st</sup> pay period– two personal days
- d) If hired from the 22<sup>nd</sup> through the 26<sup>th</sup> pay period– one personal day

2) POC's hired after July 1 of any calendar year may request to carry over any unused personal days for the next leave year.

Fraternal Order of Police, Lodge 35, Inc:

Montgomery County, Maryland

\_\_\_\_\_  
By: Lee Holland  
Chief Negotiator

\_\_\_\_\_  
Date

\_\_\_\_\_  
By: Steve Sluchansky  
Chief Negotiator

\_\_\_\_\_  
Date

Approved for form and legality by:

\_\_\_\_\_  
Edward E. Haenftling, Jr.  
Associate County Attorney

\_\_\_\_\_  
Date

MEMORANDUM OF AGREEMENT  
BETWEEN  
MONTGOMERY COUNTY GOVERNMENT  
AND  
FRATERNAL ORDER OF POLICE  
MONTGOMERY COUNTY LODGE 35, INC.

Pursuant to Article 7 and Appendix H of the collective bargaining agreement, the parties agree to the following regarding mandatory security awareness training:

- 1) The Employer shall dedicate one day a month for unit members to complete the mandatory security awareness training. If a member misses the dedicated training day, their supervisor will ensure that the training is completed as soon as practicable upon their return to work. Unit members may choose to complete the training on their own during working hours.
- 2) Members on leave for an extended period of time shall complete the mandatory security awareness training for the months in which they work.
- 3) The Employer shall notify the unit member and FOP in writing prior to a bargaining unit member having their computer access suspended for failing to complete the mandatory security awareness training.
- 4) Any disciplinary action taken by the Employer shall be in accordance with Article 43 of the collective bargaining agreement.
- 5) Supervisors will be provided a method of tracking member compliance.

Fraternal Order of Police, Lodge 35, Inc:

Montgomery County, Maryland

\_\_\_\_\_  
By: Lee Holland                      Date  
Chief Negotiator

\_\_\_\_\_  
By: Steve Sluchansky              Date  
Chief Negotiator

Approved for form and legality by:

\_\_\_\_\_  
Edward E. Haenftling, Jr.          Date  
Associate County Attorney



MEMORANDUM OF AGREEMENT  
BETWEEN  
MONTGOMERY COUNTY GOVERNMENT  
AND  
FRATERNAL ORDER OF POLICE  
MONTGOMERY COUNTY LODGE 35, INC.

The parties have agreed to amend the collective bargaining agreement to read as follows:

Article 35, Section B.1. is amended to read as follows: "Vehicles assigned to unit members whose domicile is in Montgomery County shall be defined as PPVs and be full-use vehicles within fifteen (15) miles of the County's borders. All benefits, rules, and regulations which apply to PPVs shall apply to these vehicles. Unit members whose domicile is within fifteen (15) miles of the County's border shall have "to and from" use of their assigned vehicle to their domicile. An officer whose domicile is outside, but near, the fifteen-mile limit from the County's border may be granted permission, at the sole discretion of the chief administrative officer, or designee, to drive his/her assigned vehicle "to and from" his/her domicile. Use of vehicles outside of Montgomery County will be restricted to the Maryland borders except for the use determined by Article 15, Section H. (The fifteen (15) miles will be pursuant to the 1997 map, agreed to by the parties.)"

The parties agree to a six (6) month trial period, to begin July 1, 2020 and conclude Dec. 31, 2020. The parties will work together to determine the structure of the trial period. The trial period may be extended by the parties if additional analysis is determined to be needed. Upon completion of the trial period, the amended Article 35 Section B.1 will be fully implemented or be subject to a reopener pursuant to Article 31, Section A., should the program create an undue burden on the Employer.

If the parties agree, Article 35, Section B.1; shall be amended upon full implementation.

Fraternal Order of Police, Lodge 35, Inc:

Montgomery County, Maryland

\_\_\_\_\_  
By: Lee Holland  
Chief Negotiator

\_\_\_\_\_  
Date

\_\_\_\_\_  
By: Steve Sluchansky  
Chief Negotiator

\_\_\_\_\_  
Date

Approved for form and legality by:

\_\_\_\_\_  
Edward E. Haenftling, Jr.  
Associate County Attorney

\_\_\_\_\_  
Date

MEMORANDUM OF AGREEMENT  
BETWEEN  
MONTGOMERY COUNTY GOVERNMENT  
AND  
FRATERNAL ORDER OF POLICE  
MONTGOMERY COUNTY LODGE 35, INC.

PERSONAL PURCHASE RIFLE PROGRAM

\* \* \*

Section B. Authorized Manufactures [ /Models]

[The following rifles are approved to be carried by] Rifles produced by the following manufacturers are approved to be carried by bargaining unit members as on-duty rifles:

- 1) Colt  
[6920 series, 6720 series, 6940 series, ARI5A4]
- 2) Aero Precision  
[AC-15, C.O.P., M4E1]
- 3) LMT (Lewis Machine and Tool)  
[SPM16, STD16, CQB16, LM8MRP, LMT18, CQBP16, CQBPS12]
- 4) Spikes Tactical  
[ST-15LE, ST-15 Mid Length LE]
- 5) Daniel Defense  
[DDM4]
- 6) LWRC (Land Warfare Resources Corporation)  
[IC Enhanced, IC-A5, IC-SPR, IC-A2]
- 7) BCM (Bravo Company Manufacturing)  
[BCM M4, MCM MID, EAG, JACK, Recce MK-12]
- 8) Smith & Wesson  
[M&P-15 series]
- 9) Windham Weaponry  
[CDI, MPC, MPC RF, HBC, Dissipator, Dissipator Heavy]
- 10) Rock River Arms  
[LAR15 series]
- 11) Knights Armament  
[SR15 series]
- 12) Sig Sauer  
[516 Patrol, M400 series]
- 13) Sturm Ruger  
[AR 556 (Model Number 8502)]

Each Personal Purchase Rifle [from the above manufacturers and models list ] must pass a series of protocols and testing that is recommended and approved by both the PSTA Firearms Range Staff and the JHSC prior to them being approved to be carried by bargaining unit members as on-duty rifles. Testing will be scheduled through, and conducted by, the PTSA Firearms Range Staff and will not be unreasonably delayed. Additional manufacturers may be added to this list by mutual agreement of the parties upon recommendation by the JHSC.

*Section C. Rifle Specifications*

Rifles purchased under this program must be from a manufacturer listed in Section B, and must meet the following specifications:

Platform:	AR-15 Rifle system, assembled by gun manufacturer as one complete weapon. No individually built weapons.
Color:	Black to include handguards, stock & accessories
Operating system:	Direct impingement/Gas Piston
Caliber:	<u>.223 or 5.56mm</u>
Chamber:	[.223 or ] 5.56mm NATO [caliber, .223 REM/5.56 NATO]
Barrel:	Minimum 16" w/permanent flash hider. Heavy barrel or step-cut barrel acceptable.
Stock:	Collapsible or fixed.
Sights:	[Iron sights] Metal (e.g. iron, steel, aluminum) sights required, Fixed or flip up.
Firing system:	Semi-automatic only.
Rifling:	1/7 — 1/9 twist
Trigger:	Standard factory installed / law enforcement trigger. No match triggers.
Optics:	An optical sight from the approved list of rifle optics is recommended for the rifle for duty use and training.
Flashlight:	A rifle mounted flashlight that can be activated / deactivated with one digit is required to be mounted on the gun for duty use and training

\* \* \*

Fraternal Order of Police, Lodge 35, Inc:

Montgomery County, Maryland

\_\_\_\_\_  
By: Lee Holland  
Chief Negotiator

\_\_\_\_\_  
Date

\_\_\_\_\_  
By: Steve Sluchansky  
Chief Negotiator

\_\_\_\_\_  
Date

Approved for form and legality by:

\_\_\_\_\_  
Edward E. Haenftling, Jr.  
Associate County Attorney

\_\_\_\_\_  
Date




OFFICE OF THE COUNTY EXECUTIVE  
Rockville, Maryland 20850

Marc Elrich  
*County Executive*

MEMORANDUM

May 11, 2020

TO: Sidney Katz, President  
Montgomery County Council

FROM: Marc Elrich, County Executive 

RE: Memorandum of Agreement between the County and the IAFF

I have attached for the Council's review the agreement resulting from the recent negotiations between the Montgomery County Government and the Montgomery County Career Fire Fighters Association, International Association of Fire Fighters, Local 1664, AFL-CIO (IAFF), in accordance with Montgomery County Code Section 33-153. The agreement reflects the changes that will be made to the existing Collective Bargaining Agreement and is effective July 1, 2020 through June 30, 2022.

I have also attached a fiscal impact statement to assist in Council's review of the document. The items will take effect for the first time in FY2021 and have a fiscal impact in FY2021 and FY2022.

ME:snb

Attachment

Cc: Berke Attila, Director, Office of Human Resources  
Richard S. Madaleno, Jr., Director, Office of Management and Budget  
Steven Sluchansky, Chief Labor Relations Officer  
Marc Hansen, County Attorney, Office of the County Attorney

**Montgomery County Career Fire Fighters Association, Inc  
International Association of Fire Fighters, Local 1664  
Fiscal Impact Summary\***

<u>Article</u>	<u>Item</u>	<u>Description</u>	<u>Annual Cost</u>		<u>Estimated # affected***</u>
			<u>FY21</u>	<u>Beyond FY21</u>	
<b><u>Contractual Changes</u></b>					
17.1	Assignment Pay Differential	Addition of two Assignments to Assignment Pay Differential in June 2021	\$1,127	\$31,561	11
19.1	Wages	2.25 Percent General Wage Adjustment in June 2021	\$81,707	\$2,289,461	1,114
54	Tuition Assistance	Dedicated Funding for Tuition Assistance	\$65,000	\$65,000	
57.2	Special Duty Differential	Increase in the Special Duty Differential for Members Assigned to ECC in June 2021	\$352	\$9,870	3
<b>Subtotal - Contractual Changes</b>			<b>\$148,186</b>	<b>\$2,395,892</b>	
<b><u>Service Increments &amp; Longevity Adjustments</u></b>					
19	Longevity	Longevity Step Increases of 3.5 Percent for Eligible Employees	\$117,417	\$199,613	49
55	Service Increments	Service Increment of 3.5 Percent for Eligible Employees	\$810,408	\$1,546,588	696
<b>Subtotal - Service Increments &amp; Longevity</b>			<b>\$927,825</b>	<b>\$1,746,201</b>	
<b>Total</b>			<b>\$1,076,011</b>	<b>\$4,142,093</b>	

**Fire and Rescue Uniformed Management Pass-Through Estimates**

<u>Item</u>	<u>Description</u>	<u>Annual Cost</u>		<u>Estimated # affected***</u>
		<u>FY21</u>	<u>Beyond FY21</u>	
<b><u>Pass-through Changes</u></b>				
Wages	2.25 Percent General Wage Adjustment in June 2021	\$4,694	\$131,534	41
<b>Subtotal - Pass-through Changes</b>		<b>\$4,694</b>	<b>\$131,534</b>	
<b><u>Service Increments &amp; Longevity Adjustments</u></b>				
Longevity	Longevity Step Increases of 3.5 Percent for Eligible Employees	\$3,676	\$10,001	2
Service Increments	Service Increment of 3.5 Percent for Eligible Employees	\$1,868	\$2,619	3
<b>Subtotal - Service Increments &amp; Longevity</b>		<b>\$5,544</b>	<b>\$12,621</b>	
<b>Total</b>		<b>\$10,238</b>	<b>\$144,154</b>	

\* Estimates reflect the impact to all funds. Increases apply in the second full pay period during the month noted.

\*\* The estimated number of employees affected by the economic item is identified where known.

**MEMORANDUM OF AGREEMENT  
BETWEEN  
THE MONTGOMERY COUNTY GOVERNMENT  
AND THE  
MONTGOMERY COUNTY CAREER FIRE FIGHTERS ASSOCIATION,  
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, LOCAL 1664, AFL-CIO**

The Montgomery County Government (Employer) and the Montgomery County Career Fire Fighters, International Association of Fire Fighters, Local 1664, AFL-CIO (Union) conducted negotiations pursuant to Section 33-153 of the Montgomery County Code for the term July 1, 2020 through June 30, 2022. 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.

**On May 5, 2020, the Montgomery County Council rejected all or part of Sections 17.1, 19.1, 19.2, 54.2, 55.8, and 57.2 of the submitted agreement. Pursuant to Section 33-153 of the Montgomery County Code, the parties returned to negotiations and have reached a subsequent Agreement.**

Please use the following key when reading this agreement:

Underlining

[Single boldface brackets]

\* \* \*

*Added to existing agreement.*

*Deleted from existing agreement.*

*Existing language unchanged by parties.*

The parties agree to amend the contract as follows:

\* \* \*

**ARTICLE 4 – VISITATION**

\* \* \*

The County agrees to provide electronic access to the Executive Office Building (EOB), including the parking garage, for the Union President, 1st Vice President, [and] 2nd Vice President, and 3<sup>rd</sup> Vice President for Labor/Management related business held at the Executive Office Building.

The County agrees to provide electronic access to the Public Safety Headquarters building for the Union President, 1<sup>st</sup> Vice President, [and] 2<sup>nd</sup> Vice President, and 3<sup>rd</sup> Vice President for Labor/Management related business held at the Public Safety Headquarters Building.

\* \* \*

**ARTICLE 14 - OVERTIME**

Section 14.1 Policy

\* \* \*

- E. Personnel on Kelly will be offered the first opportunity to work overtime. All day work Kellys will be assigned a "shift equivalent" Kelly (i.e., A-1, B-1, C-1, A-2, B-2, C-2, etc.) and shall be considered the "off-going" shift for days their shift work equivalent is the off-going shift and the "on-coming" shift for days that their shift work equivalent is the on-coming shift, as based on their "shift equivalent" (i.e., A, B or C). For employees assigned to ROCC and FEI who work a 2-2-4 schedule, the County shall assign them a "shift equivalent" Kelly each month based on their work schedule for that month.

Scheduling shall hire the bargaining unit employee with the least accrued overtime worked, year-to-date, before bargaining unit employees with higher accrued year-to-date overtime. The following order shall apply:

1. Kelly Day personnel within the station<sup>6</sup> including personnel who sign up for either dayside or night side only. If more than one person is on Kelly Day within the station, then the one with the least amount of overtime hours is hired first.

\* \* \*

#### ARTICLE 17 – SPECIAL DUTY DIFFERENTIALS

##### Section 17.1 Disposition of Assignment Pay

\* \* \*

- J. Safety Officer Assignment<sup>7</sup> 3.20% of the Fire Fighter III, Step H base pay

Implementation of the Special Duty Differential for Safety Officers shall be effective on June 20, 2021.

- K. Emergency Medical Services – Duty Officer Assignment<sup>8</sup> 3.2% of the Fire Fighter III, Step H base pay

Implementation of the Special Duty Differential for Emergency Medical Services – Duty Officers shall be effective on June 20, 2021.

\* \* \*

#### ARTICLE 18 – GENERAL EMERGENCY PAY

\* \* \*

<sup>6</sup> For personnel assigned as a Safety Officer or an EMS Duty Officer, or to ECC or Scheduling, their "station" shall be their regular work assignment.

<sup>7</sup> Only employees regularly assigned as Safety Officer and/or Safety Officer relief will be eligible for Assignment Pay.

<sup>8</sup> Only employees regularly assigned as Emergency Medical Services – Duty Officer and/or Emergency Medical Services – Duty Officer Relief will be eligible for Assignment Pay.



Section 18.2 Compensation

Whenever a general emergency is declared for the County by the County Executive or designee, members of the bargaining unit who are required to work during the period of the emergency shall receive twice their regular hourly rate. In the event that bargaining unit employees are in an overtime status during the period of the declared emergency and are required to work, then employees shall receive their regular rate plus the overtime rate, consistent with pay policies for declared emergencies established by the Chief Administrative Officer dated January 28, 1987. Employees that are on approved pre-scheduled leave<sup>[6]9</sup> (annual leave, compensatory leave or sick leave) when a general emergency has been declared shall be granted Administrative Leave for the portion of the pre-approved leave period that corresponds with the period of declared general emergency and their leave account shall be adjusted as appropriate.

ARTICLE 19 - WAGES

Section 19.1 General Wage Adjustments

\* \* \*

- B. Effective the first full pay period on or after July 1, 2016, the base salary for all bargaining unit members shall be increased by 1.0 percent. Effective the pay period beginning February 5, 2017, the base salary for all bargaining unit members shall be increased 1.0 percent.<sup>[7]10</sup>
- C. Effective the first full pay period beginning [November 10, 2019] on June 20, 2021, the base salary for all bargaining unit members shall be increased by [two and four-tenths (2.4) percent] two and one-quarter percent (2.25%).
- D. For FY21, the County Executive agrees to timely submit a supplemental appropriation from the County Council for earlier funding (prior to June 20, 2021) of the GWA and other deferred provisions (including the Specialty Pay Differentials described in Sections 17.1(J), 17.1(K), and 57.2(A)) under the following circumstances:
  - 1) The County's total revenue and revenue projections for FY21, as determined by the Montgomery County Department of Finance and Office of Management and Budget, are in excess of the FY21 Council approved revenue figures by at least \$20 million. The County will review the revenue and revenue projections at the end of each quarter for the conditions above. This review will be completed no

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<sup>[6]9</sup> For the purposes of this section, approved pre-scheduled leave shall mean leave that was requested and approved prior to the end of the employee's last shift immediately preceding the declared emergency.

<sup>[7]10</sup> Per actions take on April 26, 2016, May 16, 2016 and May 26, 2016, the County Council did not approve full funding for this provision, i.e., the Council did not appropriate funds for a 1.0 percent general wage adjustment for bargaining unit employees effective the pay period beginning February 5, 2017 or any subsequent date in FY 2017. The 1.0% general wage increase that was negotiated for implementation on February 5, 2017 shall continue to be postponed through FY2022.

later than one month after the conclusion of each quarter and the results will be shared with the Union;

2) The Council grants an increase to any Montgomery County Government employee group (excluding service increments, longevity steps, or statutorily-granted increases to elected officials' compensation); or

3) The Council approves tax-supported spending in excess of the approved FY21 tax-supported budget (excluding spending related to a response to COVID-19) by at least \$200,000.

If the Council approves the supplemental appropriation, the adjustments shall be effective the first full pay period after the appropriation is approved. The adjustment may not show on an employee's pay advice for up to two full pay periods, but the adjustment will be paid retroactive to the effective date.

E. This Article shall be reopened to bargain over the base salary for all bargaining unit employees for Fiscal Year 2022. Such negotiations shall be subject to the impasse/fact-finding procedures of Montgomery County Code Section 33-153.

#### Section 19.2 Salary Schedule

\* \* \*

D. Effective at the beginning of the first full pay period beginning on or after July 1, 2010, a Step P will be added at a rate 3.5% greater than the current Step O. All employees will then receive one service increment increase. The existing Step A will then be removed from the schedule, and the remaining 15 steps will be re-lettered A through O. This pay plan adjustment, which the County Council elected not to fund in FY 2011, and which has been postponed in subsequent collective bargaining agreements, shall continue to be postponed through FY2020. This pay plan adjustment shall continue to be postponed through FY 2022.

\* \* \*

#### ARTICLE 20 – INSURANCE BENEFITS COVERAGE AND PREMIUMS

\* \* \*

#### Section 20.2 Health Benefits

A. Effective January 1, 1995, the County will alter the basis for determining its contribution with respect to each separate medical and hospitalization plan, calculated separately for 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>[8]11</sup>

\* \* \*

Section 20.4

The County shall also contribute 80% of the premiums determined for any calendar year for benefit plans other than the health plans included in Section 20.2 (a) and Section 20.9. 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>[9]12</sup>

\* \* \*

Section 20.9 Prescription Drug Plan

\* \* \*

B. Effective January 1, 2009, the County shall provide prescription plans (High Option Plan - \$4/\$8 co-pays and Standard Option Plan - \$10/\$20/\$35 co-pays with a \$50 deductible) for all active employees. Employees who select the Standard Option Plan shall pay 20% of the cost of the Standard Option Plan. The Employer shall pay the remaining 80% of the cost of the Standard Option Plan. For employees who select the High Option Plan, the employer shall pay 80% of the total premium cost of the Standard Option Plan Option and the employee shall pay the remainder of the High Option Plan premium.<sup>[10]13</sup>

\* \* \*

F. Effective July 1, 2017, or as soon as administratively possible, the following Pharmacy Benefit Management programs will be implemented for both the High Option and the Standard Option prescription plans. The parties acknowledge that these are vendor specific programs and understand that a future change of vendors may necessitate revisiting the programs and possibly reopening bargaining.

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<sup>[8]11</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 V.

<sup>[9]12</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 V.

<sup>[10]13</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 V.

- 1) *Exclusive Specialty Pharmacy*- a 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.<sup>[11]14</sup>

- 2) *Generic Step Therapy* - a program that requires plan members use cost-effective alternatives within the same therapeutic class, as first line therapy before brand name prescriptions are covered. The program includes an appeals process that would allow the member and provider to request an exception to this requirement in medically necessary circumstances.

\* \* \*

In instances where a member's prescription is rejected because a generic alternative exists and the member's doctor is unavailable for consultation, the Union, on behalf of the member, may petition<sup>[12]15</sup> the County benefit office to intervene with the PBM and request that the doctor's prescription be filled as written. The County agrees to work with the Union and the PBM to ensure the member does not go without the needed medication.

\* \* \*

## 20.12 Optional and Dependent Life Insurance<sup>[13]16</sup>

\* \* \*

## ARTICLE 21 – TRAVEL

\* \* \*

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<sup>[11]14</sup> For the duration of this contract (July 1, 2017 -June 30, 2019) PBM's pharmacy network refers to CVS Pharmacies.

<sup>[12]15</sup> The petitioning process will include the Member contacting a Union Designee to provide information and authorization to allow the Union Designee to communicate with the County Benefit Office Designee along with the affected Member.

<sup>[13]16</sup> 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 for bargaining unit employees from 2x salary to 1x salary, to become effective on January 1, 2012. See Appendix V.

Unless the parties agree otherwise, Article 21 shall be reopened on September 1, 2020, to bargain amendments thereto. Such negotiations shall be subject to the impasse/fact-finding procedures in Article 43.

\* \* \*

## ARTICLE 22 – PREVAILING RIGHTS

\* \* \*

- F. Workplace provisions - the employer will supply, maintain<sup>[14]17</sup> and make available the following items in reasonable and sufficient quantities at each fire station; refrigerator, oven, microwave, dishwasher, two washers, two dryers, ice machine<sup>[15]18</sup>, laundry supplies, eating and cooking utensils, and reasonable local telephone service, so long as these items were purchased with tax dollars. The Employer also agrees to use its "best efforts" to ensure that the following items are in sufficient supply at each station: laundry detergent, bleach, paper towels, soap (dish and hand), scouring pads and toilet paper. Finally, the Employer agrees to maintain in each County-owned worksite a Heating, Ventilation and Air Conditioning (HVAC) system.<sup>[16]19</sup>

\* \* \*

### Section 22.2 Notice and Opportunity to Submit Comments

- A. Prior to the implementation of any new or revised Directive, MCFRS Bulletin, Policy, Procedure, Instruction<sup>[17]20</sup> relating to or affecting bargaining unit employees, the Employer shall provide the Union President, 1st Vice President, and 2nd Vice President with written, electronic notice and an opportunity to submit comments. If the Employer provides the Union with written, electronic notice and opportunity outside normal business hours (Monday through Friday, 7:00 am to 3:00pm), the electronically transmitted notices will be deemed received on the following business day. The employer will provide the Union written notice of its designee authorized to transmit documents for notice and opportunity.

---

<sup>[14]17</sup> As applied in this provision, the parties understand the term "maintain" to mean that the Employer will make reasonable efforts to ensure that the items referenced herein are kept in working order and that, if an item referenced herein should fall into disrepair, the Employer will take necessary steps to ensure that the item is either repaired or replaced.

<sup>[15]18</sup> The ice machines at each fire station shall be of adequate size and of commercial quality, such that the ice machines are able to provide an adequate supply of ice for use in apparatus coolers.

<sup>[16]19</sup> The Employer agrees that it will make reasonable efforts to ensure that working HVAC systems are maintained at worksites not owned by the County to which bargaining unit employees of the Montgomery County Fire and Rescue Service are assigned.

<sup>[17]20</sup> The parties understand and agree that the term "Instruction" refers to: a) a written explanation provided by the Division Chiefs or the Fire Chief regarding the processes and/or procedures associated with the implementation of a new or revised Directive, Safety Bulletin, Policy or Procedure; or, b) written explanation/clarification provided by the Division Chiefs or the Fire Chief regarding an existing Directive, Safety Bulletin, Policy or Procedure that deviates from an established past practice.

\* \* \*

**ARTICLE 23 - HOURS OF WORK**

\* \* \*

**Section 23.8**

The County agrees to maintain a joint committee with equal numbers of Union and County representatives to study and make strategic recommendations to the County Executive, the Chief Administrative Officer and the Fire Chief on or before [October 31, 2019] June 30, 2021 regarding work hours for bargaining unit employees. The Union representatives on the Committee shall be on a detail if working during these meetings. Hour for hour compensatory time or pay at the employee's regular hourly rate shall be credited to Union representatives who attend meetings on their day off.

\* \* \*

**ARTICLE 26 – PERSONNEL FILES/RECORDS**

\* \* \*

**Section 26.6 Access to Employee Records**

\* \* \*

- 1. the employee's supervisor or the Fire Chief or designee<sup>[18]21</sup>

\* \* \*

**ARTICLE 28 - TRANSFERS**

\* \* \*

**Section 28.7 Voluntary Transfers**

Voluntary transfers shall be given serious consideration over involuntary transfers, provided that the voluntary transfer applicant meets the minimum qualifications for the vacancy. [An employee may submit a request for a voluntary transfer after having completed 24 months service following his/her initial appointment date as a career fire fighter/rescuer.] At such times that only one bargaining unit employee has requested a voluntary transfer to a vacant position, the employer will consider transferring an employee who has spent less than the prescribed period of time in the employee's current assignment. A bargaining unit employee who seeks a voluntary transfer shall submit an

---

<sup>[18]21</sup> The parties understand and agree that the term "designee" refers to an individual including the Promotional Board and administrative staff and not an entity (e.g. a division or department, etc.). The parties further recognize, however, that the Fire Chief may designate different individuals to access the above-referenced "Employee Records" at various times.

electronic request via an appropriate computer program [through the chain-of-command to the appropriate Division Chief]. The computer program shall [include the following features:]

- [1. A] send a detailed electronic receipt [that is sent] to the employee following submission of the transfer request.
- [2. Electronic supervisory comments with a copy of the comments sent to the employee.] If a supervisor submits comments relating to an employee's transfer request, the employee shall receive a copy and shall have the opportunity to respond to the supervisor's comments prior to the Division Chief's final decision regarding the transfer.

Within [30] 90 calendar days of receiving the request, the Division Chief must inform the employee if the request is granted, held or denied. [The employee seeking a voluntary transfer may ask that the] A voluntary transfer request [be] will remain held for a period [not to exceed six] of twelve months [transfer request that is held at the employee's request remains valid] until the desired transfer is granted, or the employee rescinds the [transfer] request [or the hold period expires], whichever occurs first. [If, at the end of the hold period, the desired transfer has not been granted and the employee has not rescinded the request, the Division Chief must inform the employee if the request is granted or denied [that the hold period has expired]. At each transfer meeting, the Employer shall identify to the Union those employees whose transfer requests have expired.

\* \* \*

**ARTICLE 30 – DISCIPLINE**

\* \* \*

**Section 30.4 Disciplinary Examinations of Fire Investigators**

\* \* \*

- 1. Prior to any interview or examination of a Fire Investigator, for which there may be criminal or civil implications<sup>[19]22</sup>, the Fire Investigator shall be advised of the nature of the investigation.

\* \* \*

**ARTICLE 35 - HEALTH AND SAFETY**

**Section 35.1 Joint Health and Safety Committee**

\* \* \*

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<sup>[19]22</sup> For purposes of this Section, the phrase "criminal or civil implications" means that the conduct for which the Fire Investigator is being interviewed or examined, if established, would likely result in a criminal charge or a civil action being filed against the Fire Investigator.

- H. The Committee will be briefed on the condition of worksite exhaust systems at least once per quarter. Any proposed modifications of the contract, or request for proposals, for preventative maintenance or repair of worksite exhaust systems shall be reviewed by the Committee. If the Committee has any recommendations for contracts for the preventative maintenance or repair to worksite exhaust systems, those recommendations shall be submitted to the Fire Chief and the Union President for review and consideration.

\* \* \*

Section 35.6 Access to Centers

All bargaining unit employees will be granted access to, and use of, recreation center gym/weight rooms and aquatic centers free of charge. In order to receive such access, the bargaining unit members shall follow the administrative process established by the parties. Bargaining unit employees who have been granted access to recreation center gym/weight rooms and aquatic centers immediately prior to their retirement from County employment shall have a vested right to continued access to, and use of, these facilities at the discounted rate of 50% off the membership fee for any single-person membership category throughout their retirement.

\* \* \*

**ARTICLE 39 – UNIFORM ADVISORY COMMITTEE**

\* \* \*

- E. The Uniform Advisory Committee is authorized to use field-testing, consistent with Policy and Procedure 516, Section 10.0. Jointly agreed upon recommendations for policy revision, including the introduction of new products/manufacturers, shall be submitted to the Fire Chief and the President of the Union. The Fire Chief agrees to include funding for any jointly proposed changes (i.e. Committee recommendations) as part of the departmental operating budget submission. The Fire Chief agrees to implement the Committee's jointly agreed upon recommendations providing that funding for the item(s) is included in the approved County operating budget. Implementation will occur as uniform items currently in inventory at MCFRS Property Section are depleted. However, if the Committee deems an item to be unsafe<sup>[20]23</sup>, implementation will occur without regard to the current inventory.

\* \* \*

**ARTICLE 50 - DURATION OF CONTRACT**

\* \* \*

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<sup>[20]23</sup> The parties understand and agree that the term "unsafe" refers to those items that are determined by the Committee to endanger the health and/or safety of the employees to whom the items are issued. The parties further understand and agree that the term "unsafe" does not refer to those items for which a substitute is determined by the Committee to be merely preferable or desirable.



Section 50.1 [One] Two Year Agreement

The duration of this Agreement shall be from July 1, [2019] 2020 through June 30, [2020] 2022.

**ARTICLE 51 - PENSIONS**

\* \* \*

- A. The employer shall submit proposed legislation to the County Council on or before July 15, 1999, amending Chapter 33, Article III of the Montgomery County Code in accordance with the following principles. Proposed legislation drafted pursuant to this collective bargaining agreement shall be reviewed and approved by both parties prior to submission to the County Council. The following changes will effect only those retirement applications filed after the adoption of the legislation.

\* \* \*

- 2. Amend Montgomery County Code section 33-44(c) to provide that bargaining unit employees in pension Group G of the Employees' Retirement System who become members of the system on or after July 1, 1978, shall receive annual cost-of-living adjustments in their pension benefits as follows: 100% of the change in the consumer price index up to three percent (3%) plus 60% of any change in the consumer price index that is in excess of three percent (3%), subject, however, to a maximum annual cost-of-living adjustment of 7.5%, and provided further, that this maximum shall not apply to either retired members beginning in the fiscal year after the date that they attain age 65 or to retired members who are disabled consistent with section 33-44 (c){3} of the Montgomery County Code.<sup>[21]24</sup>

\* \* \*

- 4. Amend Montgomery County Code section 33-39(a) to provide that beginning after the implementation date of the retirement benefit changes specified in paragraphs 1 through 3 above, and to the extent permitted by law, the pension contributions for bargaining unit employees in pension Group G who are in the "Optional Retirement Plan" must equal eight and one-half percent (8.5%) of regular earnings; and the pension contributions for bargaining unit employees in pension Group G who are in the "Integrated Retirement plan" must equal four and three-quarters percent (4.75%) of regular earnings up to the maximum social security wage base, and eight and one-half percent (8.5%) of regular earnings in excess thereof.<sup>[22]25</sup>

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<sup>[21]24</sup> Per action taken on May 26, 2011, the County Council decreased the maximum amount of annual cost-of-living adjustments. This change is applicable to years of service beginning on or after July 1, 2011. See Appendix VI.

<sup>[22]25</sup> Per action taken on May 26, 2011, the County Council adopted a two-step increase in the pension contributions of bargaining unit employees. The first increase became effective on July 1, 2011 and the second on July 1, 2012. See Appendix VI.

\* \* \*

C. The employer shall submit proposed legislation to the County Council on or before July 1, 2007, amending Chapter 33, Article III of the Montgomery County Code in accordance with the following principles. Proposed legislation drafted pursuant to this Agreement shall be reviewed and approved by both parties prior to submission to the County Council. The following changes will affect only those retirement applications filed on or after July 1, 2007.

\* \* \*

Section 33-39. Member contributions and credited interest<sup>[23]26</sup>

\* \* \*

H. Pensions

This Article shall be reopened to bargain over changes to the pension benefits for all bargaining unit employees on or before November 1, 2020. Such negotiations shall be subject to the impasse/fact-finding procedures of Montgomery County Code Section 33-153.

\* \* \*

**ARTICLE 54 - TUITION ASSISTANCE**

\* \* \*

Section 54.2

Employee tuition assistance is available to bargaining unit employees on a first-come, first-served basis. Once the tuition assistance funds are depleted for the fiscal year, tuition assistance is not available until the next year. Sixty-five thousand (\$65,000) in tuition assistance funds shall be made available each fiscal year to bargaining unit employees.

\* \* \*

**ARTICLE 55 - SERVICE INCREMENTS**

\* \* \*

Section 55.8 Postponement of Service Increments

Service increments that eligible bargaining unit employees were scheduled to receive in Fiscal Year 2011 pursuant to the 7/1/08 - 6/30/11 Collective Bargaining Agreement but which the County Council elected not to fund for FY 2011 shall be granted during the pay period beginning April 6, 2014.

---

<sup>[23]26</sup> Per action taken on May 26, 2011, the County Council adopted a two-step increase in the pension contributions of bargaining unit employees. The first increase became effective on July 1, 2011 and the second on July 1, 2012. See Appendix VI.

Similarly, the FY 2012 service increments that eligible bargaining unit employees would have otherwise received in Fiscal Year 2012 in accordance with this Article 55 shall be granted to eligible bargaining unit employees during the pay period beginning June 14, 2015. The FY 2013 increment that eligible bargaining unit employees would have received in Fiscal Year 2013 but which the County Council elected to not fund for that year, and which has been postponed in subsequent collective bargaining agreements, shall continue to be postponed through FY [2019] 2022. However, no bargaining unit employee shall lose service credit for purposes of progression within the uniform pay plan.

Effective July 1, [2017] 2020 eligible bargaining unit employees shall receive an annual service increment on their anniversary date as described in this Article.

\* \* \*

**ARTICLE 57 - EMERGENCY COMMUNICATIONS CENTER**

\* \* \*

Section 57.2 [Differentials] ECC Special Duty Differential

\* \* \*

A. Special Duty Differential

[Assignment (radio/dispatch/EMD)]	\$7,075]
[Assignment (radio/dispatch)]	\$5,050]
<u>Assignment (3 or more of the last 5 years)</u>	<u>10.5% of the Fire Fighter III, Step H base pay</u>
<u>Assignment (0-3 of the last 5 years)</u>	<u>7.5% of the Fire Fighter III, Step H base pay</u>
Certification	\$2,000

Bargaining unit members assigned to ECC prior to July 1, 2020 shall continue to receive the special duty differential not less than the differential they were receiving prior to July 1, 2020, regardless of the number of years they have been assigned to ECC. Implementation of the amended ECC Special Duty Differential shall be delayed until June 20, 2021.

\* \* \*

IN WITNESS WHEREOF, the parties hereto have caused their names to be subscribed by their duly authorized officers and representatives this 11th day of May, 2020.

Montgomery County Career Fire Fighters  
Association, IAFF Local 1664, AFL-CIO, CLC

Montgomery County Government  
Montgomery County, Maryland



Jeffrey Buddle  
President

5/11/2020

Date



Marc Elrich  
County Executive.

5/11/20

Date



Andrew Kleine  
Chief Administrative Officer

5/11/20

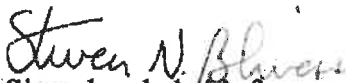
Date



Scott Goldstein  
Fire Chief

May 11, 2020

Date



Signed on behalf of  
Steven Sluchansky  
Chief Labor Relations Officer

05/11/2020

Date

Approved for form and legality by:



Edward E. Haenfling, Jr.  
Associate County Attorney

5/11/2020

Date

Side Letter – Development of Pilot Program for Hours of Work for Personnel Assigned to Fire & Explosive Investigations (FEI)

[ON MCFRS LETTERHEAD]

[DATE]

Jeffrey Buddle, President  
Montgomery County Career Firefighters Association, IAFF Local 1664  
932 Hungerford Dr., Suite 33-A  
Rockville, Maryland 20850

Dear President Buddle,

As part of the negotiations between Montgomery County Government (the Employer) and the Montgomery County Career Firefighters Association IAFF Local 1664 (the Union) over a successor collective bargaining agreement effective July 1, 2020 – June 30, 2022, the parties agree to continue the discussion pertaining to a change in the work schedule for personnel assigned to Fire and Explosive Investigations (FEI).

The current work group shall continue to meet with the goal of developing a pilot program that satisfies both party's needs for effectiveness and efficiency, to include increasing capacity during conventional daywork hours. Pilot program development shall take place beginning July 1, 2020 and shall continue until November 30, 2020. Regardless of consensus, the parties shall present their proposal(s) to the Fire Chief and the Union President who, jointly, shall have final say regarding implementation. During the pilot development period, the current 2/2/4 schedule shall remain in place.

If the pilot program is jointly agreed upon by the Fire Chief and Union President, beginning January 1, 2021, the pilot program would commence and last at least one calendar year. After one year the parties will evaluate the pilot. If both of the parties agree the pilot was successful, parties would consider the implementation of such a schedule to commence upon mutual agreement of the parties, but not later than June 30, 2022. Should parties not agree, the pilot program will cease, and the schedule in effect on July 1, 2020 would resume.

Sincerely,

Scott Goldstein  
Fire Chief

Side Letter – Labor-Management Subcommittee to Continue Drafting a Peer Support Program

[ON MONTGOMERY COUNTY LETTERHEAD]

[DATE]

Jeffrey Buddle, President  
Montgomery County Career Firefighters Association, IAFF Local 1664  
932 Hungerford Dr. Suite 33-A  
Rockville, MD 20850

Dear President Buddle:

As part of the negotiations between Montgomery County Government (the Employer and the Montgomery County Career Firefighters Association, IAFF Local 1664 (the Union) over a successor collective bargaining agreement effective July 1, 2020, the parties discussed the issue of implementing a peer support program for the purpose of assisting bargaining unit employees who experience mental/behavioral health issues.

As a result of those negotiations, it is hereby agreed that the subcommittee previously established pursuant to Article 34(C) of the collective bargaining agreement between the Employer and the Union to study the creation of a peer support program that could be utilized by bargaining unit employees shall continue its discussions; and that no later than October 31, 2020, this subcommittee shall issue written recommendations relating to such a program for consideration in accordance with the procedure set forth in Article 34(C).

The written recommendations issued by this subcommittee shall also be provided to the County Executive, Chief Administrative Officer, and the Chief Labor Relations Officer.

Sincerely,

Andrew Kleine  
Chief Administrative Officer

Side Letter – Referral of Matter to Joint Health & Safety Committee

[ON MCFRS LETTERHEAD]

[DATE]

Jeffrey Buddle, President  
Montgomery County Career Firefighters Association, IAFF Local 1664  
932 Hungerford Dr. Suite 33 A  
Rockville, Maryland 20850

Dear President Buddle,

As part of the negotiations between Montgomery County Government (the Employer) and the Montgomery County Career Firefighters Association, IAFF Local 1664 (the Union) over a successor collective bargaining agreement effective July 1, 2020 – June 30, 2022, the Union raised the safety related issue of Captains and Lieutenants being required to perform in multiple capacities while assigned to an Engine, Truck, or Rescue Squad. As a result of those negotiations, it is hereby agreed that no later than July 31, 2020, The Joint Health & Safety Committee shall add this matter to its agenda; and that no later than December 31, 2020, the committee shall issue written recommendations relating to such matter in accordance with the procedures provided for under Article 35 of the Collective Bargaining Agreement.

Sincerely,

Scott Goldstein  
Fire Chief

Side Letter – Referral of Matter to Joint Labor/Management EMS Committee

[ON MCFRS LETTERHEAD]

[DATE]

Jeffrey Buddle, President  
Montgomery County Career Firefighters Association, Local 1664  
932 Hungerford Dr. Suite 33-A  
Rockville, Maryland 20850

Dear President Buddle,

As part of the negotiations between Montgomery County Government (the Employer) and the Montgomery County Career Firefighters Association, IAFF Local 1664 (the Union) over a successor collective bargaining agreement effective July 1, 2020 – June 30, 2022, the Employer sought to require employees who obtain their ALS certification through the Employer, but who are not otherwise subject to a paramedic certification agreement to enter into an agreement to maintain that certification. As a result of those negotiations, it is hereby agreed that this matter shall be referred to the Joint Labor/Management EMS Committee for study and consideration and that the committee shall issue written recommendations relating to such matter in accordance with the procedures provided for under Article 50 of the Collective Bargaining Agreement.

Sincerely,

Scott Goldstein  
Fire Chief



Side Letter – Single Role Provider

Jeffrey Buddle, President

Montgomery County Career Firefighters Association, IAFF Local 1664

932 Hungerford Dr. Suite 33-A

Rockville, MD 20850

Dear President Buddle:

During negotiations between Montgomery County Government (the Employer) and the Montgomery County Career Firefighters Association, IAFF Local 1664 (the Union) over a successor collective bargaining agreement effective July 1, 2020, the Parties discussed in a sub-committee the possibility of incorporating single role providers into the fire and rescue structure.

As a result of those discussions, it is hereby agreed to that the parties shall continue the single role provider subcommittee discussions beyond the conclusion of the 2019-2020 term bargaining negotiations.

The sub-committee shall continue to meet on mutually agreed dates and times, until September 30, 2020. The sub-committee shall have no authority to alter a collective bargaining agreement, to engage in collective bargaining, or to adjust or resolve matters subject to bargaining. The committee shall file a report with the Fire Chief, the County Chief Administrative Officer, the County Executive, the Union President, and the Chief Labor Relations Officer no later than October 31, 2020.

Sincerely,

Scott Goldstein

Fire Chief

Side Letter – Voluntary Transfers

[ON MCFRS LETTERHEAD]

[DATE]

Jeffrey Buddle, President  
Montgomery County Career Firefighters Association, IAFF Local 1664  
932 Hungerford Dr., Suite 33-A  
Rockville, Maryland 20850

Dear President Buddle,

As part of the negotiations between Montgomery County Government (the Employer) and the Montgomery County Career Firefighters Association IAFF Local 1664 (the Union) over a successor collective bargaining agreement effective July 1, 2020, the Employer made a proposal to limit bargaining unit employees' abilities to retain previously scheduled annual leave upon their voluntary transfers and the Union made a proposal to increase the available casual leave.

As a result of those proposals, and discussions thereon, it is hereby agreed that the parties shall form a subcommittee pursuant to Article 34 (C) of the collective bargaining agreement between the Employer and the Union to study the issue of bargaining unit employees' annual leave, including retention of previously scheduled annual eave upon transfer. The parties shall designate up to 3 representatives each, who shall meet on or after July 1, 2020, but before July 31, 2020, to begin discussions of this issue. No later than February 1, 2021, this subcommittee shall issue written recommendations relating to those issues in accordance with the procedure set forth in Article 34 (C).

Sincerely,

Scott Goldstein  
Fire Chief