



Committee: GO
Committee Review: Completed
Staff: Christine Wellons, Senior Legislative Attorney
Purpose: Final action – vote expected
Keywords: #IAFF #FOP #MCGEO #CollectiveBargaining

AGENDA ITEM #10
 April 25, 2023
Action

SUBJECTS

- Resolution to indicate the Council’s intent to approve or reject provisions of the Collective Bargaining Agreements with the Montgomery County Career Fire Fighters Association of the International Association of Fire Fighters (IAFF), Local 1664 – Fiscal Year 2024
- Resolution to indicate the Council’s intent to approve or reject provisions of the Collective Bargaining Agreement with the Fraternal Order of Police (FOP) Lodge 35 – Fiscal Year 2024
- Resolution to indicate the Council’s intent to approve or reject provisions of the Collective Bargaining Agreement with the Municipal and County Government Employees’ Organization (MCGEO), Local 1994 – Fiscal Year 2024

EXPECTED ATTENDEES

Traci Anderson, Director of Human Resources
 Jennifer Harling, Office of Labor Relations
 Corey Orlosky, Manager, Special Projects, Office of Management and Budget
 Edward Haenftling, Associate County Attorney
 Jeffrey Buddle, President, Montgomery County Career Firefighters, International Association of Fire Fighters, Local 1664, AFL-CIO
 Gino Renne, President, Municipal and County Government Employees Organization, UFCW, Local 1994
 Lee Holland, President, Fraternal Order of Police, Montgomery County Lodge 35, Inc.

COUNCIL DECISION POINTS & COMMITTEE RECOMMENDATION

- Suspend Council Rule 7(d) in order to vote on each resolution on the same day as introduction.
- Vote on the GO Committee’s recommendation (3-0) to adopt resolutions approving collective bargaining agreement provisions for Fiscal Year 2024.

DESCRIPTION/ISSUE

The resolutions would indicate the Council’s intent to approve or reject – for Fiscal Year 2024 – terms of collective bargaining agreements with IAFF, FOP, and MCGEO, respectively.

This report contains:

Staff Memorandum
 Proposed MCGEO Resolution
 MCGEO Memo from County Executive
 MCGEO Summary

Circle or Page No.

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[\(montgomerycountymd.gov\)](#)

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Current IAFF Agreement: [Microsoft Word - IAFF CBA 2022-2024 \(FINAL-o\)](#)
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Proposed FOP Resolution ©76
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MEMORANDUM

April 20, 2023

TO: County Council

FROM: Christine Wellons, Senior Legislative Attorney

SUBJECT: Resolutions to Indicate Intent to Approve or Reject Provisions of County Government Employee Collective Bargaining Agreements

PURPOSE: Action – vote expected

COMMITTEE RECOMMENDATION: The GO Committee recommends (3-0) the adoption of the enclosed resolutions to indicate the Council’s intent to **approve** provisions of County employee collective bargaining agreements.

Expected Attendees

Traci Anderson, Director of Human Resources
Jennifer Harling, Office of Labor Relations
Corey Orlosky, Manager, Special Projects, Office of Management and Budget
Edward Haenfiling, Associate County Attorney
Jeffrey Buddle, President, Montgomery County Career Firefighters, International Association of Fire Fighters, Local 1664, AFL-CIO
Gino Renne, President, Municipal and County Government Employees Organization, UFCW, Local 1994
Lee Holland, President, Fraternal Order of Police, Montgomery County Lodge 35, Inc.

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 a collective bargaining agreement requiring an appropriation of funds, a present or future fiscal impact, or the enactment, repeal, or modification of a county law or regulation.

BACKGROUND

On or before May 1, unless the Council extends this deadline, the Council must indicate by resolution its intention to appropriate funds for each 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).

If the Council indicates its intention to reject any item, it must designate a representative to meet with the parties and present the Council's views in their further negotiations. The parties must submit the results of any further negotiations, or impasse procedures if the parties cannot agree on a revised contract, to the Council by May 10 (unless the May 1 date is extended).

The Agreements before the Council for fiscal year 2024 (FY24) are with the Fraternal Order of Police (FOP), the Municipal and County Government Employees Organization (MCGEO), and the International Association of Fire Fighters (IAFF). The term of the IAFF Agreement is July 1, 2022 through June 30, 2024. The term of the FOP Agreement is July 1, 2023 through June 30, 2025. The term of the MCGEO Agreement is July 1, 2023 through June 30, 2026.

SUMMARY OF COMMITTEE RECOMMENDATION

The provisions in each Agreement that require Council approval for FY24 are reflected in the enclosed proposed resolutions at ©1, ©62 and ©76.

The GO Committee considered the proposed resolutions over the course of two worksessions: one on April 14, and the second on April 19. **The Committee voted (3-0) to recommend approval of the resolutions.**

The following chart lists each of the *specific* provisions requiring Council approval for FY24, the fiscal impact of those provisions, and the GO Committee's recommendation with respect to each provision.

COUNCIL DECISION CHART – COLLECTIVE BARGAINING AGREEMENT PROVISIONS – FISCAL YEAR 2024

General Wage Adjustments

	Agreement	Provision	FY24 Fiscal Impact	Annual Cost Beyond FY24	GO Committee Recommendation
1A1	MCGEO GWA	3% GWA beginning in January 2024, and a 3% GWA beginning in June 2024	\$7,678,972	\$29,251,524	Approve
1A2	MCGEO GWA Seasonal Employees	adjust the salary schedule and require a \$1.05 wage increase in July 2023	\$560,438	\$560,438	Approve
1A3	MCGEO Salary Schedule	adjust Correctional Officer Salary Schedule	\$130,772	\$130,772	Approve
1B	FOP GWA	4% GWA in July 2023; 3% GWA in January 2024; and 3.5% GWA in July 2024.	\$6,696,703	\$8,929,607	Approve
1C1	IAFF GWA	3.2% GWA in July 2023	\$3,622,465	\$3,767,083	Approve
1C2	IAFF Salary Schedule	elimination of 2 lowest grades; addition of a new highest grade	\$3,412,656	\$4,158,907	Approve

Service Increments

	Agreement	Provision	FY24 Fiscal Impact	Annual Cost Beyond FY24	GO Committee Recommendation
2A1	MCGEO	3.5% on anniversary date	\$4,906,891	\$9,705,858	Approve
2A2	MCGEO	3.5% service increment for members who would have been eligible to receive a service increment in FY12	\$546,957	\$546,957	Approve
2B	FOP	3.5% on anniversary date	\$953,829	\$1,611,355	Approve
2C1	IAFF	3.5% on anniversary date	\$874,175	\$1,657,461	Approve
2C2	IAFF	3.5% service increment for members who would have been eligible to receive a service increment in FY13	\$326,617	\$326,617	Approve

Longevity Increments

	Agreement	Provision	FY24 Fiscal Impact	Annual Cost Beyond FY24	GO Committee Recommendation
3A	MCGEO	3.25% for eligible employees on the OPT/SLT salary schedules at 16, 20, and 25 years; and 3.5% for employees on	\$4,056,783	\$4,526,889	Approve

	Agreement	Provision	FY24 Fiscal Impact	Annual Cost Beyond FY24	GO Committee Recommendation
		the Correctional Officers or Deputy Sheriff Uniform Salary Schedule at 16, 20, and 25 years of service			
3B	FOP	3.5% for eligible members at 15, 17, and 20 years	\$85,046	\$262,668	Approve
3C	IAFF	3.5% for eligible members at 17, 20, and 24 years	\$114,564	\$332,369	Approve

Group Insurance Benefits / Other Benefits

	Agreement	Provision	FY24 Fiscal Impact	Annual Cost Beyond FY24	GO Committee Recommendation
4A	MCGEO	Retiree vision insurance	\$87,756	\$87,756	Approve
4C	IAFF	Retiree vision insurance	\$36,228	\$36,228	Approve

Increases in Special Pay

	Agreement	Provision	FY24 Fiscal Impact	Annual Cost Beyond FY24	GO Committee Recommendation
5A1	MCGEO - shift differentials	increase the shift differential that applies to work shifts beginning on or after 8:00 p.m. and before 5:59 a.m. from \$1.42 to \$1.55 per hour; and increase the shift differential that applies to work shifts beginning on or after 8:00 p.m. and before 5:59 a.m. from \$1.87 to \$2.00 per hour	\$601,956	\$601,956	Approve
5A2	MCGEO - multilingual pay	increase multilingual pay by \$1.00 per hour for employees who successfully complete multilingual recertification	\$812,873	\$1,069,746	Approve
5A3	MCGEO - training pay differential	increase from \$3.25 to \$4.25 per hour the training pay differential for certain employees who are assigned to train other employees	\$44,651	\$44,651	Approve
5A4	MCGEO - meal allowance	increase the permissible meal allowance from \$10 to \$17	\$2,000	\$2,000	Approve
5A5	MCGEO - transit subsidy	increase from \$265 to \$285 per month the subsidy for public transportation, commuter raid, or van pools through the County Get-In Program	\$24,000	\$24,000	Approve
5A6	MCGEO - holiday pay	adjust holiday pay for eligible part-time employees	\$259,351	\$259,351	Approve
5A7	MCGEO - charge nurse differential	increase the hourly differential for DOCR nurses identified as charge nurses from \$1.75 to \$2.75	\$18,860	\$18,860	Approve

	Agreement	Provision	FY24 Fiscal Impact	Annual Cost Beyond FY24	GO Committee Recommendation
5A8	MCGEO – DOCR emergency response	increase from \$1,200 to \$1,800 the annual stipend provided to emergency response team members; and provide an annual stipend of \$1,200 to critical incident support members	\$34,233	\$34,233	Approve
5A9	MCGEO – HHS community service aides	provide eligible Community Service Aides with a \$1,500 yearly stipend	\$16,148	\$16,148	Approve
5A10	MCGEO – Police	increase the amount that an employee could be reimbursed if they must cancel travel to meet staffing needs	indeterminate	indeterminate	Approve
5A11	MCGEO – Police	overtime pay when an employee is required to work during pre-scheduled leave	indeterminate	Indeterminate	Approve
5B1	FOP	lump sum payment of \$1,500 for the first full pay period following January 1, 2024	\$1,634,874	\$0	Approve
5B2	FOP	\$20,000 signing bonuses for certain new recruits and lateral candidates	\$408,000	\$938,400	Approve
5B3	FOP	increase from \$1.42 to \$2.00 the shift differential that applies to work shifts starting on or after 12:00 p.m. and before 7:59 p.m.; and increase from \$1.87 to \$4.25 the shift differential that applies to work shifts starting on or after 8:00 p.m. and before 5:59 a.m.	\$1,309,791	\$1,309,791	Approve
5B4	FOP	multilingual pay at \$1.00 per hour for recertified multilingual employees	\$205,633	\$357,266	Approve
5B5	FOP	provide temporary duty pay to an individual temporarily assigned to a higher classified job for more than one week; currently the individual would need to work at the higher classification for more than two weeks to qualify for the temporary duty pay	indeterminate	Indeterminate	Approve

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

	Provision	Agreement	FY24 Fiscal Impact	Annual Cost Beyond FY24	GO Committee Recommendation
6A1	MCGEO – Sheriff's Office	increase clothing allowance from \$1,388 to \$1,450	\$16,800	\$16,800	Approve
6A2	MCGEO – Sheriff's Office	Increase boot allowance for non-uniformed members	\$3,750	\$3,750	Approve
6A3	MCGEO – Sheriff's Office	lump sum fitness incentive payments ranging between \$350 and \$600	\$38,350	\$38,350	Approve

	Provision	Agreement	FY24 Fiscal Impact	Annual Cost Beyond FY24	GO Committee Recommendation
6A4	MCGEO – Sheriff’s Office	20 additional vehicles	\$1,200,000	\$1,200,000 in FY25 and FY26 for additional 20 vehicles per year	Approve
6A5	MCGEO – DOT	Boot reimbursements	\$5,000	\$5,000	Approve
6A6	MCGEO – Police	Shoe/boot allowance for crossing guards and crime lab employees	\$31,000	\$31,000	Approve
6A7	MCGEO - DOCR	Shoe reimbursements	\$1,750	\$1,750	Approve
6B1	FOP	polo shirts, long sleeves uniform shirts, and high-visibility jackets	\$675,151	-\$48,976	Approve
6B2	FOP	expand the use of personal patrol vehicles (“PPVs”) to within 10 miles of the County’s border; currently, the limit is within 5 miles of the County’s border	\$944,362	\$944,362	Approve
6B3	FOP	“ghost graphic” centralized traffic vehicles	\$116,800	\$0	Approve

Leave Policies

	Agreement	Provision	FY24 Fiscal Impact	Annual Cost Beyond FY24	GO Committee Recommendation
7B1	FOP	Increase administrative leave for bereavement from 3 workdays to 40 hours	indeterminate	indeterminate	Approve
7B2	FOP	Provide administrative leave whenever a member is relieved from police powers pending investigation or removal; currently, the member must be relieved from police powers for more than 90 days to qualify for the administrative leave	indeterminate	indeterminate	Approve

Retirement Plan Increases

For the retirement plan increases, Council’s decision is to approve or reject the anticipated fiscal impact for FY24 based on the legislation submitted by the Executive. Final decisions on each retirement plan enhancement will be made via the legislative process. The intent to approve FY24 funding does not obligate the Council to adopt the legislation as submitted by the Executive. The Council’s final actions on the legislation could lead to a higher or lower fiscal impact in FY24.

	Provision	Agreement	FY24 Impact	Annual Cost Beyond FY24	GO Committee Recommendation
8A1	MCGEO	Contingent upon legislation, increase pension multipliers	\$1,279,163	\$1,993,853	Approve

	Provision	Agreement	FY24 Impact	Annual Cost Beyond FY24	GO Committee Recommendation
8A2	MCGEO	Contingent upon legislation, expand pension membership eligibility to emergency communications personnel	\$157,397		Approve
8A3	MCGEO	Contingent upon legislation, provide credited service adjustments for military service	\$134,758	\$134,758	Approve
8A4	MCGEO	Contingent upon legislation, alter disability benefits for retirees	\$0	According to the actuarial report, expected annual costs would be \$857,000 higher than under the current plan.	Approve
8B	FOP	Contingent upon legislation, increase the social security integration age for FOP retirees	\$1,220,578	\$4,189,887	Approve
8C	IAFF	Contingent upon legislation, increase pension multipliers and COLA for retirees	\$1,995,524	\$3,244,683	Approve

Tuition

	Agreement	Provision	FY24 Impact	Annual Cost Beyond FY24	GO Committee Recommendation
9C	IAFF	Tuition assistance for IAFF members	\$65,000	\$65,000	Approve

ADDITIONAL POINTS FOR COUNCIL CONSIDERATION

In connection with its worksessions regarding the collective bargaining agreement provisions for FY24, the GO Committee considered detailed staff analysis contained in the staff report dated April 11, 2023 by Mr. Howard and Mr. Trombka: [20230414_GO1.pdf \(montgomerycountymd.gov\)](#).

Highlights of the staff analysis included:

- **Past Year Service Increments.** The Council did not fund service increments for any County employees in FY11, FY12, and FY13 because of fiscal constraints. In his FY24 budget, the Executive recommends providing a 3.5% service increment from MCGEO members who were employed by the County Government in FY12 but did not receive a service increment that year. In addition, the Executive's budget includes funding for a 3.5% service increment for IAFF members who were employed by the County Government in FY13 but did not receive a service increment that year.... The Executive provided the following justification for the recommended MCGEO and IAFF past year increments: *This increment has been determined to be "postponed", and this agreement has determined that it has been postponed long enough.* Staff notes that the Executive's determination that the FY11-FY13 service increments were "postponed" was unilateral. The Council's budget resolutions for FY11, FY12, and FY13 specify that the service increments were rejected or not funded. The resolutions do not mention postponement nor deferral of the increments. (page 5).
- **Annualized Costs of Pay Increases.** [T]he pay and benefit adjustments recommended by the Executive will have a combined FY24 cost of \$61.1 million (\$51.6 million tax supported). These estimates include the salary and wage costs as well as salary-based benefit costs borne by the employer. However, as many of the pay adjustments take effect midway or near the end of the fiscal year, the amount budgeted for FY24 does not reflect the full annualized cost (that is, the 12-month cost) of the Executive's recommendations. The annualized cost of the FY24 pay adjustments is \$100.4 million (\$79.8 million tax supported) and exceeds the FY24 cost by \$39.3 million (\$28.2 million tax supported). These costs will become part of the base budget in FY25 and all subsequent years. Future year annualized cost of the pay increases will have to be funded from on-going (as opposed to one-time) revenue sources. (page 10; footnotes omitted).
- **Proposed Pension Changes.** As noted above, changes to the retirement plans are contingent upon legislation pending before the Council – Bill 19-23 (affecting FOP), Bill 20-23 (affecting MCGEO), and Bill 21-23 (affecting IAFF). The approval of the enclosed resolutions –to indicate an intent to fund the pension changes for FY24 – does not obligate the Council to adopt the pending legislation. Furthermore, the Council's decisions regarding the legislation might affect the fiscal impacts of the pension changes.

NEXT STEP: Council vote on whether to approve the enclosed resolutions regarding collective bargaining provisions for FY24, as recommended by the GO Committee.

- **NOTE:** Due to the truncated timeline for the review of collective bargaining agreements (the Council received the agreements on April 3 and must adopt the resolutions by May 1), the resolutions (considered by the GO Committee during its two worksessions) are being introduced and acted upon on the same day. Therefore, prior to the vote on GO’s recommendation to approve the resolutions, the Council should vote to waive Council Rule 7(d), in order to permit the same-day introduction and adoption of the resolutions.

This packet contains:

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Current IAFF Agreement: Microsoft Word - IAFF CBA 2022-2024 (FINAL-o) (montgomerycountymd.gov)	
Proposed FOP Resolution	76
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Current FOP Agreement: COLLECTIVE BARGAINING AGREEMENT (montgomerycountymd.gov)	

Resolution No.: _____
Introduced: April 25, 2023
Adopted: _____

**COUNTY COUNCIL
FOR MONTGOMERY COUNTY, MARYLAND**

Lead Sponsor: Government Operations & Fiscal Policy Committee

SUBJECT: Collective Bargaining Agreement with Municipal & County Government Employees Organization – Fiscal Year 2024

Background

1. Section 511 of the County Charter authorizes the County Council to provide by law for collective bargaining, with arbitration or other impasse resolution procedures, with authorized representatives of County Government employees.
2. Chapter 33, Article VII of the County Code implements Section 511 of the Charter and provides for collective bargaining by the County Executive with the certified representatives of County employees and for review of the resulting contract by the County Council.
3. On April 1, 2023, the County Executive resubmitted to the Council a collective bargaining agreement (the “Agreement”) between the County government and Municipal and County Government Employees Organization, UFCW, Local 1994 (“MCGEO”) for the term July 1, 2023 through June 30, 2026.
4. The Executive has identified the terms and conditions of the agreement that require or may require an appropriation of funds, fiscal impacts, or changes in any County law or regulation, for FY2024.
5. The County Council is required by law to indicate on or before May 1 its intention regarding the approval of terms or conditions that have fiscal impacts or that require regulatory or legislative changes. The Council may extend the May 1 deadline.

Action

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

- A. For FY2024, the County Council intends to **approve** the following provisions of the Agreement, which require an appropriation or may have increased fiscal impacts for FY2024 over FY2023:
1. *General wage adjustment.* The Agreement would require a 3% general wage adjustment beginning in January 2024, and a 3% general wage adjustment beginning in June 2024. The wage adjustments are expected to increase expenditures by \$7,678,972 in FY2024.
 2. *Service increments.* The Agreement would require a 3.5% service increment for eligible bargaining unit members on their anniversary dates, which are expected to result in an increase of \$4,906,891 in FY2024 expenditures over FY2023 expenditures.
 3. *Service increments for FY2012.* The Agreement would require a 3.5% service increment for all eligible bargaining unit members who would have been eligible to receive a service increment in FY12. This service increment is expected to result in an increase of \$546,957 in FY2024 expenditures over FY2023 expenditures.
 4. *Longevity step increments.* The Agreement would require a longevity step increment of 3.25% for eligible employees on the OPT/SLT salary schedules when they are at the maximum of their pay grade and have completed 16, 20, and 25 years of service. Eligible employees on the Correctional Officers or Deputy Sheriff Uniform Salary Schedule who are at the maximum of their pay grade would be eligible for a longevity step increase of 3.5% when they have completed 16, 20, and 25 years of service. These step increments are expected to result in an increase of \$4,056,783 in FY2024 expenditures over FY2023 expenditures.
 5. *Seasonal employees.* For seasonal employees, the Agreement would adjust the salary schedule and require a \$1.05 wage increase in FY2024. The anticipated fiscal impact for FY2024 is an increase of \$560,438 in expenditures.
 6. *Shift Differential.* The Agreement would increase the shift differential that applies to work shifts beginning on or after 8:00 p.m. and before 5:59 a.m. from \$1.42 to \$1.55 per hour. The shift differential that applies to work shifts beginning on or after 8:00 p.m. and before 5:59 a.m. would increase from \$1.87 to \$2.00 per hour. The anticipated fiscal impact of the increased shift differentials is \$601,956 for FY2024 over FY2023.

7. *Multilingual Pay.* The Agreement would increase multilingual pay by \$1.00 per hour for employees who successfully complete multilingual recertification. The anticipated fiscal impact is \$812,873 for FY2024 over FY2023.
8. *Training Pay Differential.* The Agreement would increase from \$3.25 to \$4.25 per hour the training pay differential for certain employees who are assigned to train other employees. The anticipated fiscal impact is \$44,651 for FY2024 over FY2023.
9. *Meal Allowance.* The Agreement would increase the permissible meal allowance from \$10 to \$17. The anticipated fiscal impact is \$2,000 for FY2024 over FY2023.
10. *Transit Subsidy.* The Agreement would increase from \$265 to \$285 per month the subsidy for public transportation, commuter rail, or van pools through the County Get-In Program. The anticipated fiscal impact is \$24,000 for FY2024 over FY2023.
11. *Holiday Pay.* The Agreement would adjust holiday pay for eligible part-time employees, increasing expenditures by \$259,351 in FY2024.
12. *Retiree Vision Insurance.* The Agreement would provide eligible retirees with access to a fully insured vision plan. The anticipated fiscal impact for FY2024 is \$87,756.
13. *Sheriff's Office.* For eligible employees of the Sheriff's Department:

The Agreement would increase the clothing allowance from \$1388 to \$1450. The anticipated fiscal impact for FY2024 would be an increase in expenditures of \$16,800.

The Agreement would increase: the shoe allowance for non-uniformed employees from \$105 to \$130; and the shoe allowance for deputies from \$125 to \$150. The fiscal impact of increasing the shoe allowances is anticipated to be \$3,750 for FY2024.

The Agreement would provide lump sum fitness incentive payments ranging between \$350 and \$600, with an anticipated fiscal impact of \$38,350.

The Agreement would require the County to fund 20 additional vehicles for the Sheriff's Office in FY2024. The anticipated increase in expenditures for FY2024 is \$1,200,000.

14. *Department of Health and Human Services.* The Agreement would provide eligible Community Service Aides with a \$1,500 yearly stipend. The anticipated fiscal impact for FY2024 is an increase in expenditures of \$16,148.
15. *Department of Transportation.* The Agreement would require the provision of, or reimbursement for, certain apparel and boots for eligible bus operators, transit coordinators, motor pool attendants, and other Department of Transportation personnel. The estimated fiscal impact for FY2024 is an increase in expenditures of \$5,000.
16. *Police Department.* The Agreement would increase the shoe/boot allowance for eligible crossing guards and crime lab employees. The allowance would be \$150 per year. The anticipated increase in expenditures for FY2024 is \$31,000.
17. *Department of Correction and Rehabilitation.* For eligible employees of the Department of Correction and Rehabilitation:

The Agreement would increase the hourly differential for nurses identified as charge nurses from \$1.75 to \$2.75. The anticipated fiscal impact is \$18,860 in additional expenditures for FY2024.

The Agreement would increase from \$1,200 to \$1,800 the annual stipend provided to emergency response team members. The Agreement would require the provision of an annual stipend of \$1,200 to critical incident support members. The anticipated fiscal impact of increasing the stipends is an increase in expenditures of \$34,233 in FY2024.

The Agreement would increase shoe reimbursements for resident supervisors from \$145 to \$150. The estimated fiscal impact for FY2024 is an increase in expenditures of \$1,750.

18. *Reservation Cost Reimbursements.* The Agreement would increase the amount that an employee could be reimbursed if they must cancel travel to meet staffing needs. The fiscal impact is indeterminate.
19. *Unscheduled Overtime.* The Agreement would provide for overtime pay when an employee is required to work during pre-scheduled leave. The fiscal impact is indeterminate.

- B. Contingent upon the enactment of Expedited Council Bill 20-23, the Council intends to **approve** FY2024 funding for alterations to retirement eligibility and benefits under Sections 41 and 44 of the Agreement, including:

1. amending Group E and Group J eligibility to include certain public safety emergency communications personnel;
2. providing credited service adjustments for certain military service;
3. adjusting pension multipliers for Group E and Group J; and
4. altering the disability benefits plan.

The estimated fiscal impacts of these retirement changes for FY2024 are: \$1,279,163 for increasing pension multipliers; \$157,397 for expanding eligibility; and \$134,758 for providing credit for military service.

- C. For FY2024, the County Council intends to **approve** any provision of the Agreement:
1. that the Council approved for a prior fiscal year; and
 2. for which the Executive has not identified an increased fiscal impact for FY2024 over FY2023.

This is a correct copy of Council action.

Judy Rupp, Clerk of the Council



OFFICE OF THE COUNTY EXECUTIVE

Marc Elrich
County Executive

MEMORANDUM

April 3, 2023

TO: Evan Glass, President
Montgomery County Council

FROM: Marc Elrich, County Executive *Marc Elrich*

SUBJECT: Memorandum of Agreement between the County and MCGEO

I have attached for review the Memorandum of Agreement resulting from the recent negotiations between the Montgomery County Government and the Municipal & County Government Employees Organization, UFCW, Local 1994. The agreement reflects the changes to the existing Collective Bargaining Agreement. I have attached a draft of legislative changes that we are proposing that must be submitted to the County Council; as well as a summary of all changes made within the agreement. The agreement is effective July 1, 2023 through June 30, 2026.

I have also attached a summary of the agreed upon items as well as a copy of the fiscal impact statement referenced in the Workforce/Compensation chapter of my budget to assist in your review of the document. The items will take effect for the first time in FY2024 and have a fiscal impact in FY2024.

ME:jh

Enclosure

cc: Richard S. Madaleno, Chief Administrative Officer, Office of the County Executive
Jennifer Bryant, Director, Office of Management and Budget
Jennifer Harling, Chief Labor Relations Officer, Office of Labor Relations
John Markovs, County Attorney, Office of the County Attorney

Summary of Proposed Labor Agreement with MCGEO Effective FY24

Article	Subject	Summary of Change	Requires Appropriation of funds	Present or Future Fiscal Impact	Requires Legislative Change	Requires Regulation Change	Notes
5	Wages	3.0 and 3.0 Percent General Wage Adjustment in January 2024 and June 2024, Respectively	Yes	Yes			
5.1	Longevity	Longevity Step Increase of 3.25 or 3.5 Percent for Eligible Employees, after completion of 16, 20 and 25 years of service	Yes	Yes			
5.3	Shift Differential	Increase Shift Differential from \$1.42/\$1.87 to \$1.55/\$2.00 for Eligible Employees	Yes	Yes			
5.4	Multilingual	Increase in Multilingual Pay of \$1.00 per hour upon Successful completion of recertification	Yes	Yes			
5.22	Field Training Pay	Increase in Field Training Pay to \$4.25 per Hour	Yes	Yes			
5.24	Meal Allowance	Increase Meal Allowance to \$17	Yes	Yes			
5.31	Transit Subsidy	Increase to up to \$285 per Month	Yes	Yes			
6	Service Increments	Service Increment of 3.5 percent for eligible employees	Yes	Yes			
6	Deferred Increment	deferred service increment from FY12 for eligible employees, 3.5% effective January 2024	Yes	Yes			
20	Holiday Pay	Adjustment to Part time Employee Holiday Pay Requirements	Yes	Yes			
21	Health Benefits	Offering MCGEO retirees fully insured vision benefit	Yes	Yes			
41	Pension	Increase pension formula for Groups E and J participants	Yes	Yes	Yes	Yes	
41	Pension	Add ECC Employees to Groups E and J	Yes	Yes	Yes	Yes	
44	Military Credit	Military Service Credit for Eligible Group E Members	Yes	Yes	Yes	Yes	
44	Long-Term Disability	Adjustment to long-term disability benefits for employees in GRIP/RSP	No	Yes	Yes	Yes	LTD rates are set/adjusted every 2 years; next adjustment will be 1/1/25, requiring no appropriation change for FY24.
53	Seasonal Employees	Adjustment to Wage Scale to Alleviate Compression and \$1.05 Adjustment Effective the first full pay period in July 2023	Yes	Yes			
Sheriff Appendix		Adjustments to Clothing Allowance	Yes	Yes			
Sheriff Appendix		Adjustment to Boot Allowance	Yes	Yes			
Sheriff Appendix		Physical Fitness Award Lump Sum Payments	Yes	Yes			
Sheriff Appendix		Addition of 20 Vehicles	Yes	Yes			
HHS Appendix		Additional Positions Eligible for Crisis Center Stipend of \$1,200 Annually	Yes	Yes			
Police Appendix		Adjustments to Boot Allowance	Yes	Yes			
DOCR Appendix		Increase in Charge Nurse Differential to \$2.75 per hour	Yes	Yes			
DOCR Appendix		Adjustments to Boot Allowance	Yes	Yes			
DOCR Appendix		Increase to DOCR Stipends	Yes	Yes			
DOCR Appendix		Adjustment to Correctional Officer Salary Schedule to add Step 15 for Correctional Officer III Grade	Yes	Yes			
DOT Appendix		County Cost to Cover Uniform Alternations	Yes	Yes			

**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>FY24</u>	<u>Beyond FY24</u>	
5	Wages	3.0 and 3.0 Percent General Wage Adjustment in January 2024 and June 2024, Respectively	\$7,678,972	\$29,251,524	6,056
5.1	Longevity	Longevity Step Increase of 3.25 or 3.5 Percent for Eligible Employees, After Completion of 16, 20, and 25 Years of Service	\$4,056,783	\$4,526,889	2,618
5.3	Shift Differential	Increase Shift Differential from \$1.42/\$1.87 to \$1.55/\$2.00 for Eligible Employees	\$601,956	\$601,956	
5.4	Multilingual	Increase in Multilingual Pay of \$1.00 per Hour upon Successful Completion of Recertification	\$812,873	\$1,069,746	
5.22	Field Training Pay	Increase Field Training Pay to \$4.25 per Hour	\$44,651	\$44,651	
5.24	Meal Allowance	Increase Meal Allowance to \$17	\$2,000	\$2,000	
5.31	Transit Subsidy	Increase to up to \$285 per Month	\$24,000	\$24,000	
6	Service Increments	Service Increment of 3.5 Percent for Eligible Employees	\$4,906,891	\$9,705,858	2,773
6	Deferred Increment	Deferred Service Increment from FY12 for Eligible Employees, 3.5% Effective January 2024	\$546,957	\$546,957	515
20	Holiday Pay	Adjustment to Part-Time Employee Holiday Pay Requirements	\$259,351	\$259,351	
21	Health Benefits	Offering MCGEO Retirees Fully Insured Vision Benefit	\$87,756	\$87,756	
41	Pension	Increase Pension Formula for Groups E and J Participants	\$1,279,163	\$0	
41	Pension	Add ECC Employees to Groups E and J	\$157,397	\$0	
44	Military Credit	Military Service Credit for Eligible Group E Members	\$134,758	\$134,758	
53	Seasonal Employees	Adjustment to Wage Scale to Alleviate Compression and \$1.05 Adjustment Effective the First Full Pay Period in July 2023	\$560,438	\$560,438	
	Sheriff Appendix	Adjustments to Clothing Allowance	\$16,800	\$16,800	
	Sheriff Appendix	Adjustments to Boot Allowance	\$3,750	\$3,750	
	Sheriff Appendix	Physical Fitness Award Lump-Sum Payments	\$38,350	\$38,350	
	Sheriff Appendix	Addition of 20 Vehicles	\$1,200,000	\$1,200,000	
	HHS Appendix	Additional Positions Eligible for Crisis Center Stipend of \$1,200 Annually	\$16,148	\$16,148	
	Police Appendix	Adjustments to Boot Allowance	\$31,000	\$31,000	
	DOCR Appendix	Increase in Charge Nurse Differential to \$2.75 per Hour	\$18,860	\$18,860	
	DOCR Appendix	Adjustments to Boot Allowance	\$1,750	\$1,750	
	DOCR Appendix	Increase to DOCR Stipends	\$34,233	\$34,233	
	DOCR Appendix	Adjustment to Correctional Officer Salary Schedule to add Step 15 for Correctional Officer III Grade	\$130,772	\$130,772	
	DOT Appendix	County Cost to Cover Uniform Alterations	\$5,000	\$5,000	
		Total	\$22,650,609	\$48,312,548	6,056

**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 33-153 of the Montgomery County Code for the term July 1, 2023 through June 30, 2026. As a result of those negotiations, the Employer and Union agree that the Collective Bargaining Agreement shall be amended according to the terms set forth below.

Please use the following key when reading this agreement:

Underlining *Added to existing agreement.*

[Single boldface brackets] *Deleted from existing agreement.*

* * * *Existing language unchanged by parties.*

The parties agree to amend the contract as follows:

ARTICLE 5 – WAGES, SALARY, AND EMPLOYEE COMPENSATION

* * *

5.1 Fiscal Year Salary Schedules

Bargaining unit members are eligible for service increments of 3½ percent each. A service increment may be granted only to the extent that an employee's salary does not exceed the maximum salary for the assigned grade. Receipt of a service increment shall be conditioned upon the provisions of Article 6, Service Increments.

[The salary schedule shall contain a longevity increment for bargaining unit members who are at the maximum of their pay grade and have completed 20 years of service (beginning of year 21) equal to a 3 percent increase to be paid the first full pay period following their 20- year service anniversary. (See Appendix VII). Effective July 1, 2017, the value of the longevity increment after 20 years of service for bargaining unit members on the Correctional Officers or Deputy Sheriff Uniform Salary Schedules shall increase from 3 to 3.5 percent. Effective July 1, 2018, the 20-year 6 of 195 longevity increment for bargaining unit members in the OPT/SLT Salary Schedule only will be replaced with a longevity increment for bargaining unit members who are at the maximum of their pay grade and have completed 18 years of service (beginning year 19) equal to a 3 percent increase to be paid the first full pay period following their 18-year service anniversary. Effective July

1, 2018, the salary schedule for bargaining unit members in the OPT/SL T Salary Schedule only shall contain an additional longevity increment for bargaining unit members who are at the maximum of their pay grade, and have completed 24 years of service (beginning of year 25) equal to a 3 percent increase to be paid the first full pay period following their 24-year service anniversary (See Appendix VII). Bargaining unit members who are at the maximum of their pay grade and have already completed 18 years of service as of July 1, 2018, shall receive their 18-year longevity increment effective the first full pay period after July 1, 2018. Bargaining unit members who are at the maximum of their pay grade and have already completed 24 years of service as of July 1, 2018, shall receive their 24-year longevity increment effective the first full pay period after July 1, 2018. Effective July 1, 2019, the salary schedule for bargaining unit members on the Correctional Officers and Deputy Sheriff Uniform Salary Schedules shall contain an additional longevity increment for bargaining unit members who are at the maximum of their pay grade, and have completed 24 years of service (beginning of year 25 equal to a 2.5 percent increase to be paid the first full pay period following their 24-year service anniversary. Correctional Officers and Deputy Sheriffs who are at the maximum of their pay grade and have already completed 24 years of service as of July 1, 2019, shall receive their 24-year longevity increment effective the first full pay period after July 1, 2019.]

Bargaining unit members on the OPT/SLT salary schedules and who are at the maximum of their pay grade are eligible for a 3.25 percent increase when they have completed 16 years of service (beginning of year 17); 20-years of service (beginning of year 21); and 25 years of service (beginning of year 26). Bargaining unit members on the Correctional Officers or Deputy Sheriff Uniform Salary Schedule who are at the maximum of their pay grade are eligible for a 3.5 percent increase when they have completed 16 years of service (beginning of year 17); 20 years of service (beginning of year 21), and 25 years of service (beginning of year 26).

Effective July 1, 2023, the OPT/SLT salary schedules shall contain a longevity increment for bargaining unit member who are at the maximum of their pay grade and have completed 16 years of service (beginning of year 17) equal to a 3.25 percent increase to be paid the first full pay period following their 16-year service anniversary. Effective July 1, 2023, the Correctional Officers and Deputy Sheriff Uniform Salary Schedules shall contain a longevity increment for bargaining unit members who are at the maximum of their pay grade and have completed 16 years of service (beginning year 17) equal to a 3.5 percent increase to be paid the first full pay period following their 16-year service anniversary.

Effective July 1, 2023, the OPT/SLT salary schedules shall contain an additional a longevity increment for bargaining unit members who are at the maximum of their pay grade, and have completed 20 years of service (beginning of year 21) equal to a 3.25 percent increase to be paid the first full pay period following their 20 year service anniversary. Effective July 1, 2023, the Correctional Officers and Deputy Sheriff Uniform Salary Schedules shall contain a longevity increment for bargaining unit members who are at the maximum of

their pay grade and have completed 20 years of service (beginning year 21) equal to a 3.5 percent increase to be paid the first full pay period following their 20-year service anniversary.

Effective July 1, 2023, the OPT/SLT salary schedules shall contain a longevity increment for bargaining unit members who are at the maximum of their pay grade and have completed 25 years of service (beginning of year 26) equal to a 3.25 percent increase to be paid the first full pay period following their 25-year service anniversary. Effective July 1, 2023, the Correctional Officers and Deputy Sheriff Uniform Salary Schedules shall contain a longevity increment for bargaining unit members who are at the maximum of their pay grade and have completed 25 years of service (beginning year 26) equal to a 3.5 percent increase to be paid the first full pay period following their 25-year service anniversary.

The Transit Bus Operator and Transit Bus Coordinator salary schedules are not eligible for longevity increments.

* * *

5.2 Wages

(a) Effective the [last] first full pay period in January [June 2022] 2024, each bargaining unit member shall receive a 3% [\$1,684] general wage adjustment (GWA) increase in their base pay. Effective the last full pay period in June 2024, each bargaining unit member shall receive a 3% GWA increase in their base pay. Effective the first full pay period in November 2024, each bargaining unit member shall receive a 4.5% GWA increase in their base pay. Effective the first full pay period in July 2025, each bargaining unit member shall receive a 3% GWA increase in their base pay. In the event the District of Columbia/Maryland/Virginia consumer price index (CPI) exceeds three and a half percent (3.5%) in FY26 as published in November 2025, or is below two and a half percent (2.5%), the parties shall have a reopener on GWA increases for FY26. Should the parties not reach agreement by February 1, 2026, the matter shall be subject to the impasse resolution procedures contained in the County collective law. [Effective the last full pay period in June 2023, each bargaining unit member shall receive a \$4,333 GWA increase in their base pay or the dollar amount increase in base pay that County Councilmembers receive in December 2021. If the amount of the County Councilmembers' December 2021 statutory increase exceeds \$4,333, the County shall submit a FY23 Recommended Budget that includes the difference between the amount given to the County Councilmembers and the \$4,333 provided for in this section.] Bargaining unit employees shall be paid a base salary pursuant to the uniform pay plan, which appears in Appendix VII of this Agreement. An equivalent increase shall be made to the Transit Bus Operators, Transit Bus Coordinators, Deputy Sheriff and Correctional Officer Uniform Salary Schedules, which appear in Appendix I and IV of this Agreement, respectively.

[(a)] All previously postponed general wage adjustments are considered resolved by the GWA provided in FY24, FY25, and FY26 [will not be paid in FY 2021].

[(c) Each unit member whose salary is at top of grade and who is not eligible to receive a service increment funded in this agreement shall receive a \$600 \$1500 lump sum payment in FY22. 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, 2021 and a \$600 \$1500 lump sum payment on the same pay date as the one associated with the first full pay period after July 1, 2022. The lump sum payments are considered regular earnings for income, withholding, and employment tax purposes. The payments will not be added to the employees' base salary. The payments will be prorated for part time employees as a percentage of hours in a non-overtime pay status during the period of June 7, 2020 through June 5, 2021 for the FY22 lump sum payment and the period of June 6, 2021 through June 4, 2022 for the FY23 lump sum payment as compared to a full-time employee working 2,080 hours. These payments are not considered "regular earnings" for retirement/life insurance purposes and employees will not receive any retirement/life insurance benefits based on these payments. Employees will not be required to contribute toward their retirement for this payment.]

* * *

5.3 Shift Differential

(a) Effective the first full pay period following July 1, [2021] 2023, employees shall receive [one dollar and forty-two cents] one dollar and fifty-five cents (\$1.55) 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)] two dollars (\$2.00) for each hour 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. Where 50% or more of a shift is worked at the higher differential rate, the entirety of that shift shall be paid at that rate.

* * *

5.22 [Field Training Pay/Communications Training Officer (CTO) Differential] Training Pay Differential

Effective the first full pay period following July 1, [2021] 2023, Bus Operators, [Police Telecommunicators] Public Safety Communication Specialists, Correctional Officers, 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] employees, regardless of employment status,

whose continued employment is contingent on successfully completing such training shall receive a field training pay differential of [~~\$3.25~~] \$4.25 for each hour of training

* * *

5.24 Meal Allowance

A meal allowance of up to [~~\$10~~] \$17 shall be paid when one or more of the following conditions are met:

* * *

5.28 Line of Duty Funeral Expenses

In the event a bargaining unit member is killed in the line of duty, the County will pay [~~\$10,000~~] \$20,000 toward funeral expenses

* * *

5.31 Get- In Program Transit Subsidy

[Employees shall be eligible to receive a monthly discount/ rebate of \$265 for public transportation, commuter rail or van pools through the County Get-In Program.] Employees shall be eligible to receive a monthly discount/rebate of \$285 for public transportation, commuter rail or van pools through the County Get-In Program. During the term of this agreement the \$285 shall be adjusted once per year, each July, consistent with changes in the federal government's transit subsidy program.

* * *

ARTICLE 6 - SERVICE INCREMENTS

* * *

6.8 Effective the first full pay period following the effective date of this agreement [July 1, 2021], eligible bargaining unit employees shall receive an annual service increment of 3.5 percent as described in this Article.

6.9 [Service increments that eligible bargaining unit employees were scheduled to receive in FY 2011, but which the County Council elected not to fund for FY 2011, shall be granted and phased in over three years, with the first phase of the 3.5 percent occurring as a 1 percent increase effective during the first full pay period following January 1, 2020. The second phase of 1.25 percent shall be granted during the first full pay period after July 1, 2021, and the third phase of 1.25 percent shall be granted during the first full pay period after July 1, 2022. The FY 2012 and FY 2013 increment that eligible bargaining unit members would have received in FY 2012 and FY 2013 will not be paid in FY 2022 or FY 2023. Continued deferment of these increments does not prohibit the parties from discussing alternate resolutions in future collective bargaining negotiations. The addition and funding by the County Council of a third longevity award will fully resolve the outstanding service increments not funded by the County Council.]

Eligible bargaining unit employees that were scheduled to receive service increments in FY12 but did not because the County Council elected to not fund it in FY11, shall receive up to 3.5% added to their base pay effective the first full pay period following January 1, 2024 which will satisfy the owed increment for FY12.

Eligible bargaining unit employees that were scheduled to receive a service increment in FY13 but did not because the County Council elected to not fund it in FY11, shall receive up to 3.5% added to their base pay effective the first full pay period following July 1, 2024 which will satisfy the owed increment for FY13.

* * *

ARTICLE 8 - SENIORITY

* * *

8.3 [(For SLT Bargaining Unit Employees Only) The filling of vacancies by transfer or promotion will be made from the highest rating category of the eligibility list, based on criteria established by the Employer.] The filling of bargaining unit vacancies by “Montgomery County Employee Only” via transfer or promotion will be determined as follows, based on criteria established by the Employer.

(a) For job classes in the SLT unit on the below list, if the highest rating category contains two or more employees, selection will be based upon seniority.

(b) [For all vacancies to be filled by transfer or promotion other than those specified in subsection (a) above, seniority shall be considered when qualified candidates are otherwise deemed reasonably equal.] For all other bargaining unit vacancies to be filled by transfer or promotion, when recommended candidates are ranked equally by the interview panel(s) and other areas of consideration are otherwise equal, seniority shall be the determining factor.

(c) If any individual is selected to fill any vacancy in (a) and (b) because of affirmative action, the appointing authority must submit written justification for such action, which then must be approved by the Chief Administrative Officer or designee and made a part of the selection record.

* * *

ARTICLE 9 – WORKING CONDITIONS

* * *

9.3 Vacancy Announcements

(a) Announcement of employment opportunities must receive appropriate distribution to enable and encourage qualified candidates to apply. Announcements should be open for at least [2 weeks] five (5) business days. In unusual circumstances, the Chief Administrative Officer or designee may shorten the [2 week] five (5) day announcement period. Announcements must contain specific information about examinations, minimum qualifications, duties and other

relevant job factors. Length of County service (seniority) shall be considered when qualified candidates are otherwise deemed reasonably equal.

(b) The Chief Administrative Officer or designee may establish a reasonable deadline for receipt of application for announced vacancies and provide for open continuous examinations for entry level positions. Applications may be accepted at any time for future consideration when vacancies occur but must not be considered for a vacancy if submitted after an announced deadline.

(c) At the end of the selection process, when recommended candidates are otherwise deemed reasonably equal, County employees recommended for hire will receive preference over external candidates. This excludes seasonal employees limited in scope.

* * *

9.9 Classification Issues

* * *

(j) Each bargaining unit member whose position is reclassified upward, or whose job is reallocated upward, will receive [increases as provided in section 5.14 - Salary on Promotion.] a 5% increase to base pay and will be eligible for his or her regular service increment. The salary increase from an upward reclassification will not trigger a wage equity review.

* * *

ARTICLE 13 - WORK SCHEDULES; ATTENDANCE; HOURS OF WORK

* * *

13.2 Work Day and Work Week

* * *

(c) The County recognizes that periodic rest periods are necessary to maintain productivity of employees. [Subject to operational and work load needs,] Employees are entitled to take two paid 15-minute rest breaks during [the work day, in addition to the half-hour meal period. Employees working eight and one-half (8.5) hour shifts who are required to work through their meal period will have the half-hour meal period counted as hours worked for overtime purposes.] an 8 and 10-hour workday, three paid 15-minute breaks during a 12-hour workday in addition to an a nonpaid uninterrupted half hour 30 consecutive-minute meal period.

* * *

(e) Meal Periods

Managers must communicate that working during the unpaid meal period is not permitted. Employees must receive approval from their supervisor or manager in writing prior to doing so. Unless an emergency situation arises, supervisors and managers will not require or encourage bargaining unit employees to perform work during the meal period regardless of whether the employee remains on the premises. Any hours an employee is directed to work during the meal period, or any hours approved by a supervisor or manager will count towards the employee's hours worked for overtime purposes.

Bargaining unit employees who are on approved telework must abide by the terms of their telework agreement regarding meal periods.

* * *

14.11 Reservation Costs

Non-reimbursed reservation costs incurred by an employee caused by the rescheduling of the employee's approved vacation by the Employer will be reimbursed by the employee's department, provided the employee makes a good faith effort to recover the costs and fails. Upon submission of a receipt, the employee shall be reimbursed [up to \$75.00 for his/her ticket and \$75.00 for each ticket purchased for any immediate family members for the fee charged by the airline to change the reservation on a non-refundable ticket] any non-refundable/non-creditable portion of pre-scheduled travel expenses to include travel tickets, any prepaid lodging costs, and prepaid reservation fees. Expenses must have been incurred after the leave was approved in order to qualify for reimbursement.

* * *

15.6 Use of Sick Leave

* * *

(b) Sick Leave Restriction - whenever employees are placed upon sick leave restriction, notice shall be given in writing to the employee. Employees shall be given the opportunity to respond to the notice. Written notice must include the specific instances or pattern of sick leave abuse.

i. Examples of sick leave abuse may include but are not limited to use of sick leave in conjunction with a weekend, holiday or pre-approved annual or compensatory leave or sick leave following a pay day.

ii. A pattern must include three (3) or more such instances

iii. Sick Leave Restriction shall last no longer than ninety (90) days.

* * *

15.8 Disposition of Accumulated Sick Leave at Separation from County Service

Accumulated sick leave must be forfeited upon separation for any purpose other than retirement[.] except for as provided for in 44.12 of this agreement. [Accumulated sick leave is creditable for retirement purposes as provided in the Employees' Retirement System of Montgomery County.]

* * *

ARTICLE 20 – HOLIDAY LEAVE

* * *

20.2 Holidays

(l) [Substitute] Observed Holidays Other days designated by the Chief Administrative Officer or as specifically provided in these regulations as a full-day or part day holiday or as a non-workday.

* * *

20.3 [Substitute] Observed Holidays

(a) When a holiday falls on a Sunday, the following Monday is [a substitute holiday and] observed as a holiday for that year for each eligible employee.

(b) When a holiday falls on a Saturday, the preceding Friday [is a substitute holiday and] observed as a holiday for that year for each eligible employee.

(c) The Chief Administrative Officer or designee may require some or all employees of an agency which provides services on Saturday or Sunday to observe the actual holiday in lieu of an an [substitute] observed holiday on the preceding Friday or following Monday.

(d) When a holiday falls on an eligible employee's regular day off, a department head or designee should assign the employee an alternate day off within the same pay period in which the holiday occurs.

(1) The alternate day off for a part-time employee must [be on a prorated basis] equal the employee's scheduled hours on the day the employee chooses as their alternate holiday.

20.4 Employees Eligible for Holiday Leave and Special Substitute Holiday

(d) [Holiday leave and compensation for part-time employees must be computed on a prorated basis.] Holiday leave and compensation for part-time employees must be computed based on the employee scheduled hours worked that the holiday occurs.

* * *

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 workday 8, 10, or 12 hours, as applicable;] regular pay for the hours scheduled to be worked on the workday holiday

(2) premium pay at a rate of 1½ times the regular hourly rate for each hour worked for the workday on which the holiday occurs; and

(3) [overtime compensation for each hour worked in excess of the workday of 8, 10, or 12 hours, as applicable.] overtime compensation for each hour worked in excess of the hours scheduled to be worked on the holiday 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 all the hours scheduled to be worked on the workday holiday; and,] regular pay for the hours scheduled to be worked on the holiday; and,

(2) premium pay at a rate of 1½ times the regular rate of pay for the prorated share of all the hours worked on the holiday; and

(3) [overtime compensation for each hour worked in excess of the normal workday of 8, 10, or 12 hours, as applicable.] overtime compensation for each hour worked in excess of the hours scheduled to be worked on the holiday workday as applicable.

* * *

20.8 Premium Pay for Holiday Work on an Employee's Regular Day Off

* * *

(a) A full-time employee who is required to work on a holiday which is the employee's regular day off, must receive:

(1) [regular pay for the hours scheduled to be worked in the normal workday of 8 or 10 hours, as applicable, or a substitute holiday scheduled within the same pay period in which the holiday occurs;] regular pay for the hours scheduled to be worked on the holiday, as applicable, or the observed holiday scheduled within the same pay period in which the holiday occurs;

(2) [premium pay at a rate of double the regular hourly rate for each hour worked for the normal workday on which the holiday occurs; and] premium pay at a rate double the regular hourly rate for all hours worked the holiday; and

(3) [overtime compensation for each hour worked in excess of the normal workday of 8 or 10 hours, as applicable] overtime compensation for each hour scheduled to be worked on the holiday as applicable.

(e) A part-time employee who is required to work on a holiday which is the employee's regular day off, must receive:

(1) [regular pay for the prorated share of all the hours scheduled to be worked for the normal workday.] regular pay for all hours scheduled to be worked on the holiday.

(2) [premium pay at a rate double the regular hourly rate for the prorated share of all the hours worked hours worked on the holiday; and] premium pay at a rate double the regular hourly rate for all hours worked the holiday; and

(3) [overtime compensation for each hour worked in excess of the normal workday of 8 or 10 hours, as applicable.] overtime compensation for each hour worked in excess of the hours scheduled to be worked on the holiday normal workday as applicable.

20.9 Premium Pay for Work on Actual and [Substitute] Observed Holidays

(a) A employee who works both the actual and [substitute] observed holiday must receive:

(1) [regular pay for hours scheduled to be worked in the normal workday on which the actual the actual or substitute holiday occurs of 8 or 10 hours, as applicable;] regular pay for hours scheduled to be worked in the normal workday on which the actual or observed holiday occurs as applicable;

(2) [premium pay at the rate of 1½ times the regular rate of pay for each hour worked for the normal workday of 8 or 10 hours, as applicable on either the actual or substitute holiday, substitute holiday, but not for both days; and] premium pay at the rate of 1½ times the regular rate of pay for each hour scheduled to be worked for the normal workday, as applicable on either the actual or observed holiday, but not for both days; and

(3) [overtime compensation for each hour worked in excess of the normal work day on which the holiday or substitute holiday occurs of 8 or 10 hours, as applicable.] overtime compensation for each hour worked in excess of the hours scheduled to be worked on which the holiday or observed holiday, as applicable.

(b) A part-time employee who works the actual or [substitute] observed holiday must receive:

(1) [regular pay for the prorated share all of the hours worked on the holiday or substitute holiday;] regular pay for all hours worked on the actual or observed holiday;

(2) [premium pay at a rate of 1½ times the regular rate of pay for all the prorated share of hours worked on either the actual or substitute holiday, but not for both days; and] premium pay at a rate of 1½ times the regular rate of pay for all hours worked on either the actual or observed holiday, but not for both days; and

(3) [overtime compensation for each hour worked in excess of the normal work day of 8, 9, 10 or 12 hours or 10 hours, as applicable on which the holiday or substitute holiday occurs.] overtime compensation for each hour worked in excess of the hours scheduled to be worked normal work day, as applicable on which the holiday or observed holiday occurs.

* * *

[20.11 Basis for Computing Prorated Hours in Determining Pay and Leave Credits on a Holiday A part-time employee must receive leave or compensation in connection with a holiday based upon a prorated share of the hours the employee is scheduled to work during the pay period in which the holiday falls in accordance with the following formula: Hours normally scheduled to work in the pay period in which the holiday falls = Prorated Hour]

* * *

21.2 Health Benefits

* * *

(b) (1) Effective January 1, [2009] 2024, the County shall [continue to] provide one prescription plan[s] ([High Option and]Standard Option). Bargaining unit employees [who select the standard option prescription plan] shall pay 20 percent of the total premium cost of the standard option prescription drug plan offered by the employer. The employer shall pay the remaining 80 percent of the total premium cost of the standard option plan. [Should the bargaining unit employee select the high option prescription drug plan, the employer shall pay 80 percent of the total premium cost of the standard option prescription drug plan offered by the employer. The bargaining unit employee shall pay the remainder of the high option prescription drug plan premium.]

(2) [Both] The prescription plan[s] shall restrict generics. In the event the bargaining unit employee elects to receive a brand medication when a generic medication is available, the member shall pay the cost difference between the brand and generic medication. In the event a physician requires a brand medication; the employee shall not be responsible for the difference in cost.

(3) [Both] The prescription plan[s] shall incentivize mail-order prescriptions. In the event the employee fills a prescription at retail more than twice, rather than utilizing mail-order, the member shall pay the cost difference.

* * *

[(c) Effective January 1, 2009, the County shall continue to provide prescription plans (High Option and Standard Option). Bargaining unit employees who select the standard option prescription plan shall pay 20 percent of the total premium cost of the standard option prescription plan offered by the employer. The employer shall pay the remaining 80 percent of the total premium cost of the standard option plan. Should the bargaining unit employee select the high option prescription drug plan, the employer shall pay 80 percent of the total premium cost of the standard option prescription drug plan offered by the employer. The bargaining unit employee shall pay the remainder of the high option prescription drug plan premium. Both prescription plans shall restrict generics. In the event the bargaining unit employee elects to receive a brand medication when a generic medication is available, the member shall pay the cost difference between the brand and generic medication. In the event a physician requires a brand medication, the employee shall not be responsible for the difference in cost.

Both prescription plans shall incentivize mail-order prescriptions. In the event the employee fills a prescription at retail more than twice, rather than utilizing mail-order, the member shall pay the cost difference.]

[(d)] (c) Three health maintenance organizations (HMOs) will be open to employees hired before July 1, 1993, two for employees hired on or after July 1, 1993.

[(e)] (d) For employees enrolled in the current POS medical plan and who reside outside the service area as defined by the current POS medical plan, a schedule of benefits comparable to the current in-network and out-of-network benefit levels of the current POS medical plan will be available as an out-of-area plan through a preferred provider organization (PPO) plan.

* * *

21.13 Vision Care

(a) A new discount card program through a national network will be offered to those who retire after 1/1/2002.

(b) Effective January 1, 2024 retirees will have access to a fully insured vision plan and the applicable cost share will be applied.

* * *

ARTICLE 23- PROMOTION

* * *

23.2 Policy

(a) Promotions must be made on a competitive basis after an evaluation of each individual's qualifications. The County's promotional program for positions within the unit should provide that qualified employees are given an opportunity to receive fair and appropriate consideration for higher level positions. Length of County service (seniority) shall be [~~considered~~] considered in accordance with [~~when qualified candidates are otherwise deemed reasonable equal. except as provided under~~] Article 8, Seniority, of this Agreement.

* * *

28.1 Policy

a. A disciplinary action against an employee must be initiated promptly when it is evident that the action is necessary to maintain an orderly and productive work environment. Except in cases of theft or serious violations of policy or procedure that create a health or safety risk, disciplinary actions must be progressive in severity. However, the Employer reserves the right to impose discipline at any level based on cause. The severity of the action should be determined after consideration of the nature and gravity of the offense, its relationship to the employee's assigned duties and responsibilities, the employee's work record, and other relevant factors.

b. In evaluating whether to discipline an employee, supervisors are encouraged to first consider non-disciplinary oral or written counseling. Counseling should be documented and maintained in the supervisory file.

* * *

32.5 Uniforms For Employees

* * *

(b) [Department of Public Works & Transportation

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

Any applicable departmental appendices in this Agreement will supersede the uniforms provisions in this Article and the provisions below will not apply.

* * *

(d) Safety Apparel/Equipment

(3) The County shall contribute up to ~~[\$145]~~ \$150 in each fiscal year of the agreement toward the purchase of safety shoes by employees, as required or recommended by management. To receive this reimbursement the employee must: present a valid receipt for the purchase of the shoes to his or her assigned Department or Agency; the shoes must fit the job assignment to the bargaining unit employee as determined by Risk Management, and the shoes must comply with American National Standard Institute (ANSI) safety standard ANSI: Z41-1983, or subsequently adopted appropriate ANSI standard.

(e) Uniform Shoe Alternative

Employees in the bargaining unit who are required to wear a department issued uniform shoe, will be permitted to wear an alternate shoe as approved by their department. In such instances, the employee will receive up to ~~[\$95]~~ \$110 for each fiscal year of the agreement to be used towards the purchase of the departmental approved alternative.

* * *

ARTICLE 36 – UNION ACTIVITIES

* * *

36.5 – Administrative Leave for ~~[Secretary/Treasurer or Recorder]~~ Elected Montgomery County Union Officers

The Secretary/Treasurer or Recorder, at the discretion of the President of the UFCW Local 1994, MCGEO shall be released from work 80 hours per pay period to engage in representational activities of the Union. [Each member of the bargaining unit will be assessed ½ hour for each year of this Agreement of annual or compensatory leave, which leave shall be contributed to an administrative leave bank for the purpose of providing administrative leave to the Secretary/Treasurer or Recorder. The County will notify the Union of the balance over 2,080 hours annually by September 1, which may be used for representational activities for additional elected officials of the Union with notice to the County. Hours used for this purpose must be coded as "admin leave - union official" time in Mctime.]

(b) At the discretion of the President of UFCW Local 1994 MCGEO, an elected Montgomery County Vice President shall be released from work 80 hours per pay period to engage in representational activities of the Union. Each dues paying member of the bargaining unit will be assessed ½ hour for each year of this Agreement of annual or compensatory leave, which leave shall be contributed to an administrative leave bank for the purpose of providing administrative leave to the Vice President.

* * *

41.4 Employee Retirement System

The parties will submit legislation to the County Council that would amend Montgomery County Code to provide for the following revisions affecting bargaining unit employees.

(a) Group E

Add the following job classifications into Group E

(A) Senior Public Safety Emergency Communications Specialist

(B) Public Safety Emergency Communications Specialist IV

(C) Public Safety Emergency Communications Specialist III

(D) Public Safety Emergency Communications Specialist II

Affected employees in the RSP or GRIP, upon transfer to Group E and J, shall have a one-time irrevocable opportunity to purchase service credits with their RSP or GRIP balances at the time of transfer and any other eligible purchase method (such as DCP, payroll deduction, or lump sum payment). Employees who elect to purchase service credits shall forfeit their RSP or GRIP balances upon transfer, and enter Group E and J with the years of credited service purchased for earnings calculations. These employees will receive credited service for vesting. Eligibility for early or normal retirement will be based on credited service in Group E or J.

Affected employees who do not elect to purchase credited service shall 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 E or J. All affected employees will enter Group E or J with zero years of credited service for earnings calculations.

(1) Non-integrated Plan:

(A) Pension Formula - [60] 65 percent@ 25 years; [72] 76.25 percent max plus sick leave credits for an for an overall max of [76] 80.25 percent.

For a Group E member who is a member of the optional plan and retires on a normal retirement, the annual pension must equal [2.4] 2.6 percent of average final earnings, for each of the first 25 years of credited service completed, and 2.25 percent of average final earnings for each year of credited service of more than 25 years, to a maximum of [31] 30 years plus sick leave credits. Years of credited service of less than one full year must be prorated. Sick leave credits used for years in excess of 25 years must be credited at 2 percent of average final earnings. The maximum benefit with the application of sick leave credits must not exceed [76] 80.25 percent of average final earnings.

* * *

(2) Integrated Plans (Optional and Mandatory):

(A) Pension Formula – [60] 65 percent@ 25 years; [72] 76.25 percent max plus sick leave credits for an overall max of [76] 80.25 percent, up to SSNRA; reduce the pre-SS benefit to 1.25 percent of average final earnings after attainment of SSNRA.

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

- From the date of retirement to the month that the member reaches Social Security normal retirement age: [2.4] 2.6 percent of average final earnings, for each of the first 25 years of credited service completed, and 2.25 percent of average final earnings for each year of credited service of more than 25 years, to a maximum of [31] 30 years plus sick leave credits. Years of credited service of less than one full year must be prorated. Sick leave credits used for years in excess of 25 years must be credited at 2 percent of average final earnings. The maximum benefit with the application of sick leave credits must not exceed [76] 80.25 percent of average final earnings.

- From the month the member reaches Social Security normal retirement age: 1.25 percent of average final earnings up to the Social Security maximum covered compensation in effect on the date of retirement for each year of credited service to a maximum of 31 years plus sick leave credits, plus [2.4] 2.6 percent of average final earnings above the Social Security maximum covered compensation in effect on the date of retirement, for each of the first 25 years of credited service completed, and 2.25 percent of average final earnings above the Social Security maximum covered compensation in effect on the date of retirement, for each year of credited service of more than 25 years, to a maximum of [31] 30 years plus sick leave credits. Years of credited service of less than one full year must be prorated. Sick leave credits used for years in excess of 25 years must be credited at 2 percent of average final earnings above the Social Security maximum covered compensation in effect on the date of retirement.

Legislation will be submitted to change the age of social security integration; integration will begin at age 70, effective July 1, 2024.

(e) Group J

Add the following job classifications into Group J

(A) Administrative Specialist I

(B) Administrative Specialist II

(C) Administrative Specialist III

(D) Information Technology Specialist II

- (E) Information Technology Specialist III
- (F) Program Manager I
- (G) Program Manager II
- (H) Social Worker III

Affected employees in the RSP or GRIP, upon transfer to Group E and J, shall have a one-time irrevocable opportunity to purchase service credits with their RSP or GRIP balances at the time of transfer and any other eligible purchase method (such as DCP, payroll deduction, or lump sum payment). Employees who elect to purchase service credits shall forfeit their RSP or GRIP balances upon transfer, and enter Group E and J with the years of credited service purchased for earnings calculations. These employees will receive credited service for vesting. Eligibility for early or normal retirement will be based on credited service in Group E or J.

Affected employees who do not elect to purchase credited service shall 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 E or J. All affected employees will enter Group E or J with zero years of credited service for earnings calculations.

(1) Non-integrated Plan:

(A) Pension Formula - 62.5 percent@ 25 years; 72.5 percent max plus sick leave credits for an overall max of 76.5 percent.

For a Group J member who is a member of the optional plan and retires on a normal retirement, the annual pension must equal 2.5 percent of average final earnings, for each of the first 25 years of credited service completed, and 2 percent of average final earnings for each year of credited service of more than 25 years, to a maximum of [31] 30 years plus sick leave credits. Years of credited service of less than one full year must be prorated. Sick leave credits used for years in excess of 25 years must be credited at 2 percent of average final earnings. The maximum benefit with the application of sick leave credits must not exceed 76.5 percent of average final earnings.

(2) Integrated Plans (Optional and Mandatory):

(A) Pension Formula – 62.5 percent@ 25 years; 72.5 percent max plus sick leave credits for an overall max of 76.5 percent, up to SSNRA; reduce the pre-SS benefit to 1.25 percent of average final earnings after attainment of SSNRA.

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

- From the date of retirement to the month that the member reaches Social Security normal retirement age: 2.5 percent of average final earnings, for each of the first 25 years

of credited service completed, and 2 percent of average final earnings for each year of credited service of more than 25 years, to a maximum of [31] 30 years plus sick leave credits. Years of credited service of less than one full year must be prorated. Sick leave credits used for years in excess of 25 years must be credited at 2 percent of average final earnings. The maximum benefit with the application of sick leave credits must not exceed 76.5 percent of average final earnings.

- From the month the member reaches Social Security normal retirement age: 1.25 percent of average final earnings up to the Social Security maximum covered compensation in effect on the date of retirement for each year of credited service to a maximum of 31 years plus sick leave credits, plus 2.5 percent of average final earnings above the Social Security maximum covered compensation in effect on the date of retirement, for each of the first 25 years of credited service completed, and 2 percent of average final earnings above the Social Security maximum covered compensation in effect on the date of retirement, for each year of credited service of more than 25 years, to a maximum of 30 years plus sick leave credits. Years of credited service of less than one full year must be prorated. Sick leave credits used for years in excess of 25 years must be credited at 2 percent of average final earnings above the Social Security maximum covered compensation in effect on the date of retirement.

Legislation will be submitted to change the age of social security integration; integration will begin at age 70, effective July 1, 2024.

* * *

Article 44 NON-PUBLIC SAFETY RETIREMENT PLANS

44.1 Retirement Options

(A) Each permanent bargaining unit employee on the OPT/SLT, Transit Bus Operator, or Transit Bus Coordinator salary schedules hired on or after July 1, 2023, regardless of hours scheduled to work, must be automatically enrolled in the Guaranteed Retirement Option Plan (GRIP). Each employee shall be afforded the opportunity to complete the election form to enroll in the Retirement Savings Plan (RSP) as an alternative to GRIP, and part-time employees shall have the opportunity to opt-out of receiving retirement benefits. Any alternative enrollment or opt-out must be made within the first 150 days of employment. Full-time employees who move to part-time employment shall have the opportunity to opt out of participation in either the RSP or GRIP.

The County will submit any legislation required to adjust the County Code to implement the above paragraph.

[44.2 Contributions

Employees must contribute 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 105 of 195 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 employees' 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.^{10]}

* * *

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: [66 2/3] 52.5% (Partial) or 70% (Total) percent of pay
- (2) Non-service connected: 2 percent of pay x yrs. service, minimum [30] 33 1/3 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:

- (1) Service connected: life (or until recovered prior to age [65] 85)
- (2) Non-service connected: age [65] 85 or until recovery.

(d) Eligibility:

¹⁰ 10 Funding for section 44.2 was rejected by Council on May 9, 2011. Council alternative approved May 26, 2011, see Appendix XXII.]

All bargaining unit employees who participate in either the GRIP or RSP [regularly scheduled to work 20 or more hours (.5 work year or more)].

(e) Direct Offsets:

Offset is dollar for dollar for actual payments received from Social Security or Workers' Compensation. Lump sum Workers' Compensation payments will be annuitized as is currently done. Offsets also made for lifetime annuitized total defined contribution account balances regardless of whether or not they are annuitized or paid out.

f) Earnings Offset: None.

[Earnings reduce LTD benefits on a 1 for 3 basis. Earnings include "Incorporation" income from a company controlled by a family member or due to work performed. There is no specific limit to the sum of LTD benefit plus income.]

GRIP and RSP

1. The County will submit no later than June 1, 2023, and at full County cost, a request for private letter ruling to the IRS to cover reopening GRIP to individuals who were employed with the County prior to July 1, 2015 and who previously elected or defaulted into the RSP.

2. Within two (2) months of receipt of a private letter ruling from the IRS, the parties shall re-open the contract and engage in bargaining over retirement benefits for GRIP and RSP participants.

The reopener will consist of the following subjects:

a. If the private letter ruling is favorable, a process for reopening the GRIP to allow for individuals who previously elected or defaulted to the RSP prior to GRIP being made the default retirement election in 2015 will be given a one-time irrevocable opportunity to switch to the GRIP according to framework determined by the RSP/GRIP reopener agreement.

b. Assess what changes to RSP and GRIP are necessary, as well as the costs of those changes, to ensure that those plans provide enhanced benefit levels, including but not limited to:

i. Disposition of sick leave upon retirement

ii. Employer and employee contribution percentages

iii. Modifications necessary to permit monthly benefit withdrawals

c. Compare RSP and GRIP benefit levels with regional retirement plans to ascertain the market competitiveness of these plans.

d. Retirement income replacement ratios of retirement ERS members to ensure current benefit levels provide sufficient income to ERS retirees and participants in the RSP and

GRIP.

e. Should the parties not reach agreement the matter shall be subject to the impasse resolution procedures contained in the County collective bargaining law. If the resolution of this subject matter is reached outside the budget cycle, the County shall request a supplemental appropriation to fund any cost associated with implementing the outcome of negotiations.

3. Within sixty (60) days of resolution of the RSP/GRIP contract reopener, any required legislative changes and/or supplemental appropriation requests shall be submitted to the County Council.

* * *

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 an adjustment equal to the increase in the Montgomery County minimum wage. [Effective the first full pay period following July 1, 2023, each substitute, seasonal and temporary employee shall receive an additional ten cents (.10) per hour per hour worked. (1) a \$0.50 wage adjustment in FY22 effective the first full pay period following July 1, 2021, or the Montgomery County minimum wage, whichever is greater, and (2) a \$1.00 wage adjustment in FY23 (\$0.50 of which will be effective the first full pay period following July 1, 2022 and \$0.50 of which will be effective the last full pay period in June 2023) or the Montgomery County minimum wage, whichever is greater.]

(c) The parties agree to resolve the wage compression issues in the current Seasonal Salary Schedules by implementing the May 11, 2022 MOA, with the agreed upon changes effective July 1, 2023. [no later than August 1, 2020.]

* * *

APPENDIX I - OPT UNIT - SHERIFFS

(a) The clothing allowance shall be [~~\$1388~~] \$1450

* * *

(c) Shoe Allowance for Non-uniformed Employees Unit members receiving a clothing allowance shall receive [~~\$105~~] \$130 per year for shoes, to be paid as provided in (b) of this Article.

* * *

(g) [Shoe Allowance for Certain Uniformed Officers] Shoe Reimbursement for Uniformed Officers

[Unit members requiring irregular shoes sizes that are considered "hard to fit", i.e. size not available through supply, shall receive an annual shoe allowance of \$125.00] Deputies required to wear a department issued uniform shoe, will be permitted to wear an alternate shoe as approved by their department. In such instances, the Employee shall be reimbursed up to \$150.

* * *

(i) During the term of this Agreement, the Employer shall:

(1) [allocate up to \$50.00 per Deputy Sheriff for the purchase of business cards] provide business cards to each Deputy Sheriff who requests cards; and

[(2) allocate up to \$25.00 50.00 per Deputy Sheriff for the purchase of handheld radios and accessories. allocate up to \$25.00 per Deputy Sheriff for the purchase of handheld radio accessories. allocate up to \$25.00 per Deputy Sheriff for the purchase of handheld radio accessories]

* * *

(r) The Sheriff's Office will award annual physical fitness incentives to encourage all deputies to remain in their best physical condition.

(iv) Awards. Unit members who qualify for an award based upon their test results will [receive] choose between receiving an annual grant of paid administrative leave, or lump sum fitness incentive payment in the following amounts, [to be used within a year of the date of the test]:

Outstanding: 20 hours or \$600

Excellent: 16 hours or \$475

Good: 12 hours or \$350

[(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 to all Deputies.]

* * *

(u) The County agrees to fund the purchase of additional vehicles for use by the Sheriff's Office as compensation/a fringe benefit for Deputy Sheriffs in accordance with the Sheriff's Office Assigned Vehicle Program as follows:

Fiscal Year 2024 – 20 vehicles

Fiscal Year 2025 - 20 vehicles

Fiscal Year 2026 – 20 vehicles

Purchase of vehicles is subject to availability through DGS – Fleet Management. Additional vehicles may be purchased and provided if funding is available and appropriated during the annual budget process.

* * *

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

* * *

- School Health Services LMRC:
 - o Employee access to and use of the NEXTGEN computer system.
 - o Convert workday from 7 to 8 hours.
 - o Hiring additional substitutes and substitute SCHN/[SHRA] SHRT 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] discuss MCPS matters as it relates specifically to School Health Services. A Committee of two Department representatives (e.g. Nurse Administrators/Nurse Managers) and two Union Representatives (e.g. SCHN/SHRT and a Union Representative) will initiate this committee. The HHS will invite MCPS to send representatives to participate at their discretion.

(g) Therapists, Behavioral Health Associate Counselors, [and] Behavioral Health Technicians, and Community Service Aides hired as Peer Support Specialists 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

* * *

(e) [Provide year end guidelines to school health room aides regarding the process for requesting to assistance to complete year end duties.] All Merit SHRTs will be allowed to work the last Professional Day for MCPS Teachers in accordance with the MCPS Calendar,

to include when applicable, the Juneteenth Holiday pay.

(f) School Health Services management will add selection boxes, with a drop-down menu, to identify up to three preferred assignments; and will publicize the updated assignments list a minimum of three times each school year (i.e. September, December, and March).

(g) The County agrees to provide cell phones to School Health Room Nurses to conduct County business.

(h) The Department will remind staff via the School Health Services newsletter of the established procedures for requesting and obtaining supplies and furniture

(i) Each health room in all MCPS schools will be provided a Fax/Scanner in order to maintain security and confidentiality of personal identifying health information of MCPS students. This will be used to transmit health information to SHS Main Office, and to communicate with Physicians concerning orders received for medications, treatments, care, and any other communication required to give nursing care.

(j) A protocol will be established to follow for critical incident stress management in cases when SHS personnel are involved in a traumatic event at school, including any time extraordinary measures for life saving while waiting for EMS/Police to arrive.

APPENDIX III – DEPARTMENT OF POLICE

* * *

[(a) Bargaining unit members not assigned to ECC who work a shift that includes the period 8:00 pm to 4:00 am shall receive the same hourly shift differential under Article 5.3(a) as employees who work on a shift that begins between the hours of 11:00 pm and 5:00 am.]

[(b)] (a) Crossing Guards

* * *

2. Crossing guards may request a [\$275] 150 shoe/boot reimbursement every [three (3) years] year which includes shoes, winterized boots and rain boots/galoshes.

* * *

[(c) Forensics] (b) Crime Lab and Evidence Management

* * *

4. CSU employees will be reimbursed up to \$150 annually for boots.
5. The department will provide maternity uniforms for CSU employees or they will reimbursement to bargaining unit employees up to \$400.00 every year for maternity clothes.
6. The County will provide voluntary self-defense classes.
7. 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.
8. The following item will be referred to the departmental LMRC:
 - Development and implementation of a leave awards program.
 - Development, redesign, and implementation of a new uniform and environmental/weather appropriate accessories for the crime scene unit that are conducive to working conditions, environment, and needs.

[(d)] (c) Police Service Assistance

* * *

3. Each district station, to include PSHQ shall develop and implement an emergency preparedness plan that includes topics of active assailant, bomb threats, riots, chemical/biological release, etc. These plans must be completed by June 30, 2024, and updated at a minimum every three (3) years.

• Training on these plans shall be completed at a minimum every two (2) years.

4. The following items will be referred to the departmental LMRC.
 - Replace current phone system with updated system in all district stations.
 - Improve security at all stations by having SWAT conduct an assessment and implement accordingly, which shall be completed and a report to the LMRC by [December 31, 2020] June 30, 2024;
 - All front doors to District Station lobbies shall be locked at night. Such doors shall be equipped with an entry buzzer controlled by the front lobby;
 - Issue new headsets for all unit members assigned to district stations;
 - Emergency radio/communications equipment assessment for District Stations.

[(e)] (d) Emergency Communications Center

[1. The Department agrees to provide conflict and stress management training.]

1. Bargaining unit members assigned to ECC who work a shift that includes the period 8:00 pm to 4:00 am shall receive the same hourly shift differential under Article 5.3(a) as employees who work on a shift that begins between the hours of 11:00 pm and 5:00 am.

* * *

4. The following item(s) will be referred to the departmental LMRC

- [• continued review of, and possible updates to, ECC policy and security protocols.
- Fence perimeter
- Improved parking lot lighting]
- Design and install a Fence perimeter around the facility referred to as PSCC
- Sleeping quarters
- Elimination of uniforms

[(f)] (e) Automated Traffic Enforcement Unit – Field Service Technicians

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

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

[(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 in 5.22 of the MCGEO contract]

[(h)] (f) Security Services

* * *

17. Security Section

1. Each Security Officer shall be issued a hand-held radio with charger, and a collar mike with direct channel to ECC.
2. With supervisory approval, Security Officers may attend applicable course offered at the Montgomery County Academy.

Security Officers will be granted first right of refusal for special details held at County facilities. If a Security Officer does not voluntarily sign up for the detail, the County will fill detail vacancies with contract security.

* * *

APPENDIX IV - OPT Unit - DEPARTMENT OF CORRECTION AND REHABILITATION

* * *

(i) 1. Any Nurse who is identified as the medical charge nurse shall be paid a [\$1.75] \$2.75 per hour differential for each hour worked.

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

* * *

K. Emergency Response Team (ERT) and Critical Incident Support Member (CISM)

1. As the department regularly replaces equipment for the ERT team, it will be done on[e] a uniform basis so that all unit members receive identical equipment.

2. An employee who is assigned to the emergency response team will receive a yearly stipend of [\$1200] \$1800 in the last full pay period of the Fiscal Year (after performing duties and responsibilities of the ERT). ERT members who have performed within the team (i.e. not on light duty, disability, extended leave or other leave status) for 75% (1,560 hours) of the fiscal year, shall receive the stipend. On a quarterly basis, a report will be provided to employees so that they may monitor if they are in danger of falling below the 75% qualification to be eligible for the stipend.

3. An employee who is assigned as a Critical Incident Support Member will receive a yearly stipend of \$1,200 in the last full pay period of the Fiscal Year (after performing duties and responsibilities of a CISM member). CISM members who have performed within the team (i.e. not on light duty, disability, extended leave or other leave status) for 75% (1,560 hours) of the fiscal year shall receive the stipend.

4. A Critical Incident Support Member (CISM) is an individual, sworn or civilian member of the Department, who has received training in Critical Incident Stress Management and who has been designated and trained to provide emotional, social, practical, and moral support to a Department of Correction and Rehabilitation staff member. This is a peer support team member.

* * *

(n) MCDC

1. The following items are referred to the LMRC:

- Secure fenced area for staff parking lot;
- [• Upgrade CPU copier;
- Provide non-toxic "Green" cleaning and floor stripping supplies;
- Regular equipment maintenance.]

(o) PRC

1. The following items are referred to the LMRC:

- [• Provide additional employee parking.
- Create additional employee parking]

(p) Pre-Trial

1. The following items are referred to the LMRC:

- [• Institute a weapons screening policy to include use of (metal detectors/wands);]
- Develop a security protocol which specifically restricts client movement in a facility;
- Bullet proof glass for both reception areas

* * *

(y) Resident Supervisor Uniforms

* * *

2. Current and new Resident Supervisors shall receive a shoe [allowance] reimbursement of [\$145] \$150 per year.

* * *

(z) If an employee calls out for unscheduled sick leave on the observed County holidays of New Year's Day, Memorial Day, Independence Day, Thanksgiving Day, and Christmas Day the employee must submit a medical certification from a licensed healthcare provider (doctor's note) upon return to work in accordance with current DOCR policies. The doctor's note must identify the date that the employee was seen by the doctor and the dates(s) covered by the doctor's note.

1. If the employee does not submit a medical certification, said employee will not receive holiday leave as provided for in 20.13 of the CBA.

2. If an employee does provide a doctor's note, then the employee's time off work will be recorded as holiday leave in accordance with 20.13 of the CBA.

* * *

APPENDIX VI – OPT/SLT Units – DEPARTMENT OF TRANSPORTATION

(a) [Transit Services - Ride-On] Division of Transit Services

1. [Gaithersburg and Silver Spring] All Ride On depots will run their relief boards in the same manner. [The parties will discuss at an LMRC relief operator procedures, strategic operator procedures, stand-by operator procedures, pick operating procedure, and the calculation of seniority.]

2. Transit Coordinators shall be on duty during all operating hours.

3. Transit Coordinators shall have integrated seniority pick procedures.

4. Operators shall not perform maintenance on Ride-On buses.

5. All operational policies shall be consistent amongst all [modules] Ride on depots.

[6. The Employer will pursue and request additional parking spaces from Montgomery Mall Management.]

[7.] 6. Master seniority lists shall be updated at least quarterly and posted at all modules.

[8. Drivers shall be issued one zippered sweater at no cost to the Operator.

9. The County shall install emergency lighting and safety reflector striping on all Transit Coordinator road vehicles. Emergency lighting will be operationally comparable to that of a first responder.

10. Referred to a joint labor-management committee (LMRC) for review: (A) routing practices; (B) bus maintenance; (C) policy on driving of unsafe buses; (D) Bus Operator overtime limitation; and (E) assignment of buses.]

[11.] 8. All language in this agreement that pertains specifically to Ride-On operators shall also apply to Transit Coordinators. The same seniority and pick procedures that apply to operators shall apply to coordinators as well.

[12.] 9. An Operator may refuse to drive a bus that he/she reasonably believes to be unsafe due to malfunctioning brakes, steering, or other critical safety equipment, subject to verification by an ASE Certified mechanic or a Fleet Service representative. If the Fleet Service representative or mechanic determines that the bus is sufficiently safe to drive, the operator will resume operation of the bus. If it is demonstrated that the driver deemed the bus unsafe under false pretense, the employer may take disciplinary action against the operator. In the event of inoperative heat or air conditioning, the employer will trade out the bus as soon as operationally practicable in accordance with existing practice.

[13.] 10. Transit Coordinators will resolve disputes with passengers. Transit Coordinators will be required to attend conflict resolution training.

[14] 11. In accordance with Section 54A-3 of the Montgomery County Code, Ride-On, as a public carrier, may refuse to transport any person who disturbs the public peace, as defined in state law. Under this section of the Code, a bus operator or police officer who reasonably believes that a passenger is disturbing the public peace may direct the passenger to leave the vehicle, and the passenger must not refuse to do so. A passenger who refuses to obey such a direction to leave the bus commits a Class C violation of County law. A bus operator is not authorized, however, to physically restrain a passenger, or forcibly evict or remove a passenger from the vehicle. Prior to directing a passenger who is currently disturbing the public peace to leave the vehicle, the bus operator should use professional passenger relations skills and conflict resolution techniques to try to reduce tensions and resolve the dispute or incident. The bus operator's action of directing a passenger to leave the vehicle must be based on a reasonable and objective belief that the passenger is disturbing the public peace. Should the bus operator exercise authority under this provision unreasonably, the operator will be subject to discipline by the Department.

[15.] 12. If employees are sent home because the employer elects to stop services and other work is not assigned to them, employees will be placed on administrative leave.

[16.] 13. Red light Policy - Mandatory ADR

[17.] 14. If an employee is physically assaulted on the job by a member of the public, the employer will provide legal assistance to employees who file criminal charges where legal assistance is reasonably necessary absent suspicion that the charges are erroneous.

[18.] 15. All Transit Coordinator Vehicles will continue to be [as SUVs by 12/1/08] SUV's w/4x4 or AWD capabilities.

16. All County physicals for Bus Operators and Transit Coordinators should be so scheduled that unit members do not have to report for duty prior to their physical.

[19. The following items will be referred to the LMRC: a. Professional cleaning of the office annually; b. County physicals for operators/coordinators should be so scheduled that unit members do not have to report for duty prior to their physical. c. Updated phone system.

20. Provide basic computer training for all coordinators.

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

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

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

[24.] 17. The use of recapped tires will be permitted on the rear of transit busses.

[25.] 18. Operators who were formerly substitute operators currently in full time merit operator positions will be granted schedule pick seniority retroactive to July 1st, 2010. Pick seniority will be calculated on a prorated basis ½ year for every 1040 hours worked since July 1st, 2010. Going forward the same rule will apply to current or future substitute bus operators who transition into full time merit bus operator positions. Calculations we will be based on the total hours worked since July 1st, 2010.

[26.] 19. Transit Information Techs shall be provided with a rugged laptop. In the event Gaithersburg depot is unable provide secured storage for Transit Info Systems tools, the Department will purchase a storage shed. The shed will be housed at Gaithersburg Ride-on.

[(a) Transit Information Technicians will be included in Article 32.5" Uniforms for Employees" and will be included in every section of the article that mentions Ride-On bus operators and transit coordinators. The Department will continue to provide long sleeve polos, short sleeve polos and sweatshirts.

27. Transit coordinators will be issued all weather outerwear. The parties will jointly select these items.

(b) Commuter Services

1. The following items are referred to the LMRC:

- Provide additional storage space;
- Provide cross-training for staff.

(c) Highway Services

1. Employees will be sent their score.
2. Staff will be provided with 1 cap, 1 summer hat, and 2 knit cold weather caps each year.
3. Staff will be provided with 5 pairs of pants each year.
4. Staff will be provided with 1 insulated coverall each year.
5. DOT – Highways shall contribute up to \$200.00 annually 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. Bargaining unit members assigned to MCPS will be issued a pass to appropriate worksites]

20. See Appendix XI for the Attendance Policy for Bus Operators, Transit Coordinators and Motor Pool Attendants.

21. See Appendix [???] for the Salary Schedules for Bus Operators and Transit Coordinators.

22. See Appendix [???] for the Ride-On Crash/Incident Review Procedure.

23. Ride On uniforms are provided to all bargaining unit members. For employees assigned as Bus Operators, Transit Coordinators and Motor Pool Attendants, the County will:

- a) Provide 2 pair of pants, 2 shirts and one zip up sweater each year.
- b) Provide one pair of uniform shoes or winter boots each contract year. Alternatively, the County will reimburse for one pair of Departmentally approved winter boots for an amount not to exceed \$75 per year in lieu of County issued shoes or boots.
- c) Reimburse for alterations for County issued uniform pants for an amount not to exceed \$40 per year.
- d) Provide inclement weather apparel in accordance with Article 32 – Tools and Uniforms.

24. Transit Information Technicians will be provided with long and short sleeve polo shirts and sweatshirts.

(b) Division of Highway Services (DHS)

1. Upon request, employees will be provided their skills test score when applying for higher level positions.

2. The MCDOT-DHS and MCGEO will work collaboratively to develop a depot transfer policy for vacant positions.

3. Each year, all staff in MCDOT – DHS will be provided:

- 1 cap
- 1 summer hat
- 2 knit cold weather caps
- 5 pair of pants
- 1 insulated coverall
- A year-round jacket with zip out lining

If the employee does not need a particular item from the above list, they have the option of selecting items from an alternate uniform list provided by the Department.

4. MCDOT - DHS shall contribute up to \$200.00 annually towards the purchase of safety shoes by employees, as required or recommended by management for MCDOT - DHS 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 VIII: Reasonable Accommodation

* * *

Policy & Procedure

* * *

3.3_Montgomery County Government will make reasonable efforts, through job restructuring and/or reassignment, to accommodate an employee who has a disability that prevents him/her from fully carrying out the duties of his/her position.

(a) When a bargaining unit member receives a health status report from Occupational Medical Services (OMS) which may result in the invocation of the priority consideration process, the County will provide the affected employee and the Union with a fact sheet outlining the priority consideration process.

(b) To initiate the priority consideration process, which lasts one hundred and five (105) calendar days, the County will hold an explanatory meeting to discuss the process with the employee and issue a priority consideration memorandum. The County will notify the Union of said meeting at the same time as the employee. The employee will also be provided with information on currently active vacant positions and instructions on how to apply for positions. Concurrent with the beginning of the priority consideration process, the Department has up to fifteen (15) days to find and offer an affected employee an internal Departmental transfer, if available.

* * *

APPENDIX X - DEPARTMENT OF PERMITTING SERVICES

(a) [The DPS LMRC will continue to explore alternative/mobile workstations for Field Inspectors] On request, the Department will provide a list of available alternative workstations/worksites for use by DPS personnel.

(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.]
- The creation of a DPS onboarding manual and training program for new DPS employees.
- The LMRC will assess the vehicle needs of field inspectors and develop a recommendation to replace and equip vehicles accordingly. (will be the first agenda item for county-wide LMRC)
- Immediately create "redundancy" capabilities such that field inspectors do not lose data entered into new or modified, but unsaved, IPS and or ePlans records when the wireless connection is temporarily lost (as was the case with DPSIO Direct Access).
- The LMRC will continue to discuss the creation of automated permit renewal letters as needed and where appropriate.
- Uniforms - Each fiscal year the Department will provide the following for all field inspection staff:

- o 3 (three) long sleeve shirts
- o 3 (three) short sleeve shirts

(c) The Department will provide boots, insulated winter parkas, rain gear, insulated gloves, and one (1) winter and one (1) summer hat to bargaining unit members with field assignments each fiscal year.

(d) The Department shall incorporate hazardous materials awareness training for code enforcement inspectors as part of the Department's overall continuous safety training. [The Department shall provide PPE face shields as requested in writing by individual code enforcement Inspectors.]

(e) The Department will provide each bargaining unit member with one (1) shirt with the Department logo. The member will be afforded the choice of the shirt being long sleeve or short sleeve.

(f) The Department will provide face and eye protection as requested in writing by individual field inspection staff appropriate for the hazard (s) associated with their specific job function(s).

* * *

APPENDIX XIII - DEPARTMENT OF PUBLIC LIBRARIES

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

- Restrict access to "staff only" areas in all branches.
- Handheld Devices: Piloted at selected branches, awaiting results
- Provide regularly cleaning of floors.
- The department will address heating and cooling issues identified by the Union.
- Increase security and safety: Issues will be reviewed and resolved when identified
- Lighting issues: both interior and exterior. The Union will identify concerns. This is an ongoing, seasonal issue
- Wall at Metropolitan Grove - continue to work to identify issues.
- If multiple Department wide reassignments are needed to balance staffing complements, the Department will continue to inform the Union in order to give them opportunity for feedback prior to notifying staff of reassignments.
 - Training: management works with staff to identify CEU and training opportunities relevant for staff and enables staff to attend training.
 - Work-life issues: should continue to be reviewed. All work-life requests are reviewed 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.

- PA systems and panic buttons: These are included in renovation and new construction plans. MCPL will conduct survey to ascertain present needs at other branches.
- 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, securing staff work areas, 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) The designated Union representative will be given access to or copied on all Incident Reports upon submission.

[(c) Long Branch Library - MCPL will ensure that the upper level door is locked from the outside, except for outside MCPL events. It will remain open as an emergency exit but will not be available as an entrance.

(d) MCPL will send out clarification of the County's multilingual pay process to all MCPL employees.

(e) MCPL will send out guidance about the roving process to all staff that will include how staff should handle end-of-shift issues.

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

(g) The library shall expand the implementation of wearable communication devices to additional branches as agreed upon by the department LMRC]

[(h)] (c) 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 and recommend 3 electronic scheduling systems to be implemented at each branch.

(d) A subgroup will be created made up of equal representatives from management and labor to review and recommend scheduling best practices in the branches to ensure fairness and adequate staffing levels and consider possible electronic scheduling systems for recommendation to the Director.

(e) The Department agrees to conduct a study analyzing whether or not each individual branch has adequate FTEs assigned to it to ensure the creation of fair, proper schedules that cover operational needs.

* * *

APPENDIX XVIII - INTERNAL SALARY EQUITY REVIEW PROGRAM

A. The Office of Human Resources will ensure internal salary equity within the job classification in setting salaries for new hires and promotional employees by reviewing average salaries and time in-grade for incumbents in the job classification.

B. If a new hire is offered a salary that exceeds the average salary and time-in-grade, applicable incumbents in the department will be granted a within-grade pay increase equal to the salary of the new employee. Salary on promotions and within-grade increases will be determined in accordance with these criteria. These equity adjustments will be made upon hire of the new employee, promotion, or within-grade advancement.

C. The internal salary equity process will address long-standing inequities among incumbents by benchmarking average salaries and time-in-grade, using a phased approach by Department and employee group, prioritized as follows:

i. By September 30, December 30, 2023: • Social Workers, Therapists (DHHS) • Truck Warehouse Driver (ABS & DOT) • Recreation Coordinator, Recreation Specialists (REC)

ii. July 1, 2024:

- TBD
- TBD

iii. By December 31, 2025

- TBD
- TBD

D. To resolve any outstanding issues of retroactivity for Truck Warehouse Driver (ABS & DOT) and Recreation Coordinator and Recreation Specialists, the parties shall negotiate a lump sum payment upon completion and review of the findings of the internal equity review. Should the parties not reach agreement by January 31, 2024, the matter shall be subject to the impasse resolution procedures contained in the County collective bargaining law

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

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

B. When a newly hired employee, hired between July 1, 2017 and June 30, 2019, (who can enter the bargaining unit after completing their probationary period) is granted a salary above the minimum of the pay grade, the Office of Human Resources agrees to conduct a salary review to compare the salaries of similarly situated incumbents with the salary of the new employee. The Office of Human Resources will give the Union written notification whenever a salary review is prompted by a hire above the minimum of the salary range of the pay grade.

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

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

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

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

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

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

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

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APPENDIX XX - DEPARTMENT OF GENERAL SERVICES

* * *

(f)

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(7) The Office of Human Resources (OHR) has determined that the Mechanic I job classification no longer requires a Commercial Driver’s License (CDL) as a minimum qualification. OHR will take the appropriate steps to update this job classification to remove the CDL requirement as a minimum qualification.

If an employee encumbering a DGS job classification requiring a CDL becomes unable to qualify for a CDL due to a certified medical condition, Appendix VIII (Reasonable Accommodation) will govern the evaluation, accommodation, and disposition thereof.

* * *

APPENDIX (TBD) - 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 in 5.22 of the MCGEO contract.

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MEMORANDUM OF AGREEMENT
BETWEEN
THE MONTGOMERY COUNTY GOVERNMENT
AND THE
MUNICIPAL & COUNTY GOVERNMENT
EMPLOYEES ORGANIZATION, UFCW, LOCAL 1994

During 2023 MCGEO Term Bargaining the parties discussed a new concept to include overtime in the threshold calculation for DOCR ERT members to qualify for the stipend described in Appendix IV of the CBA. It is understood that Parties have a joint interest in resolving this issue. Therefore, the parties agree to the following:

The Parties will discuss including overtime hours worked in the 75% qualification to be eligible for the stipend. The voluntary and draft overtime process will be similar to the practice in the Central Control Unit. This will include the concept of creating a separate

ERT overtime list where ERT members will be used for overtime in the ERT program on a priority basis. An agreement must be made prior to July 1, 2023. If no agreement is made, the parties will continue with practice for calculating the 75% qualifications as previously established

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MEMORANDUM OF AGREEMENT
BETWEEN
THE MONTGOMERY COUNTY GOVERNMENT
AND THE
MUNICIPAL & COUNTY GOVERNMENT
EMPLOYEES ORGANIZATION, UFCW, LOCAL 1994

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 2022 through February 2023.

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, 2023, 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 member. A member exercising this option must pay, in a lump sum or on an extended payment basis, the actuarial cost for credited service above the 24 months credited by the County Government.

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.

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MEMORANDUM OF AGREEMENT
BETWEEN
THE MONTGOMERY COUNTY GOVERNMENT
AND THE
MUNICIPAL & COUNTY GOVERNMENT
EMPLOYEES ORGANIZATION, UFCW, LOCAL 1994

Currently, there are unique staffing challenges effecting the Emergency Communications Center ("ECC") with currently only 40% of the operational FTEs encumbered. In order to address the operational needs of the Department, the following overtime procedures will be permitted until operational needs are met.

The Department will re-evaluate the staffing challenges on a yearly basis. The overtime procedures below will be in effect until the staffing levels of fully trained employees have

reached at least 80%. The Department will present its evaluation and findings to the LMRC on a quarterly basis.

The parties agree to the following procedures:

- If an employee's request for leave is denied and the employee works overtime the same day/shift of the requested leave, and the employee is later notified that their leave request can be granted, the employee will receive time and a half compensation for the overtime hours worked and be permitted to take the previously requested leave.
- If an employee takes leave on the front end of their shift and works unscheduled overtime on the backend of their shift, the employee will receive time and a half compensation for the overtime hours worked.
- If an employee works any unscheduled overtime (secured within the same day up to 48 hours in advance) on the same day as guaranteed or pre-scheduled leave, the employee will receive time and a half compensation for overtime hours worked

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MEMORANDUM OF AGREEMENT
BETWEEN
MONTGOMERY COUNTY GOVERNMENT
AND THE
UNITED FOOD and COMMERCIAL WORKERS (UFCW), LOCAL 1994,
MUNICIPAL and COUNTY GOVERNMENT
EMPLOYEES ORGANIZATION (MCGEO)

Multilingual Pay

The parties agree that the County is establishing standards to ensure effective translations and interpretations provided by Certified Multilingual Employees. This process includes in-depth job studies in partnership with the County, the Union and the County's language certification vendor to assure that the multilingual program meets the translation/communication needs of the community.

The parties agree to meet no later than June 30, 2023, to collectively develop and implement multilingual standards for the recertification process in accordance with existing multilingual certification designations. The parties will work collectively to establish dates and times to complete the first recertification during FY24. The recertification will only take place once the parties agree to the standards for recertification. The first recertification will begin as soon as practicable but no more than 3 months after development of standards. Upon the unit's completion of the first recertification, multilingual pay will increase \$1.00 per hour for each certification level. The recertification process will occur every five (5) years. Departments shall not set arbitrary limits on how many bargaining unit members are eligible to receive multilingual pay.

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MEMORANDUM OF AGREEMENT
BETWEEN
MONTGOMERY COUNTY GOVERNMENT
AND THE
UNITED FOOD and COMMERCIAL WORKERS (UFCW), LOCAL 1994,
MUNICIPAL and COUNTY GOVERNMENT
EMPLOYEES ORGANIZATION (MCGEO)

The County and the Union agree to address the following issues at the Countywide LMRC:

34.20 Home Visits/ Investigations

34.21 Mold/ Mildew Abatement

Hazardous Air Quality

Worksite Emergencies

Building and HVAC Inspections

New Facilities

Lyme Disease

Retention Bonus

Recruitment Bonus

Internal Temperature

Outdoor Heat

Any of the above issues that have been introduced but not resolved at the Countywide LMRC will be the basis of a reopener beginning July 1, 2024. Should the parties not reach agreement, the matter shall be subject to the impasse resolution procedures contained in the County collective bargaining law.

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MEMORANDUM OF AGREEMENT
BETWEEN
MONTGOMERY COUNTY GOVERNMENT
AND
THE UNITED FOOD AND COMMERCIAL WORKERS, LOCAL 1994
MUNICIPAL AND COUNTY GOVERNMENT EMPLOYEES ORGANIZATION
AFL-CIO
OFFICE, PROFESSIONAL, AND TECHNICAL (OPT) AND
SERVICE, LABOR, AND TRADES (SLT) BARGAINING UNITS

The Montgomery County Government (“County”) and the United Food and Commercial Workers, Local 1994, Municipal and County Government Employees Organization AFL-CIO, Office, Professional, and Technical and Service, Labor, and Trades Bargaining Units (“MCGEO”) agree as follows regarding the procedure to ensure timely and efficient completion of CDL and other medical examinations:

1. The Parties will, by September 1, 2023, establish a working group with defined membership, tasks, schedule and results:
 - a. Responsibility to establish the group and monitor compliance with the terms of this framework agreement is joint and several;
 - b. Goal of group and process is to negotiate and provide memorandum of agreement covering labor relations aspects of CDL and other County-required employee medical examinations;
 - c. Parties agree in advance to adopt the negotiated MOA within a specified period from receipt; any reasons not to do so must be agreed in advance;
 - d. Each Team Head appoints subject matter specialists of its choosing (keeping it small);

- e. Working with their respective group members, Team Leaders agree on scope, task, schedule and product, reduce to writing and instruct group;
- f. Team Heads take action to ensure that Departments, managers and employees provide full cooperation with the group. Requests for cooperation to be in writing and confirmed;
- g. Group promptly brings non-compliance issues to attention of Team Heads;
- h. Team Heads agree on timeframe (like 60 days from establishment but extendable by agreement) and on Schedule for meetings (weekly to start) and instruct group to meet as scheduled;
- i. Team Leaders retain mediator and coordinate schedule to ensure the mediator's attendance;
- j. Group meets and conducts inventory of components: (this should not take long, but need agreement), take notes of each meeting and sign off as go, and disagreements must be brought back to Team Leaders at once;
- k. Inventory needs to include:
 - (i) How many examinations need to be done over course of day/week/month/year?
 - (ii) How much time/resources/costs does each such procedure take?
 - (iii) What facilities and resources are presently available? Locations, hours, number, schedules of certified physicians, administrative support.
 - (iv) What are the numbers of examinations needed, now and projected? If projected, quantify and confirm timeline.
 - (v) What are special exam requirements? E.g., morning appointments for procedures requiring fasting for employees on am schedules? Others?
 - (vi) If examiners must be specially certified for CDL exams (or other exams covered by this agreement), how many are there and how and when are they scheduled?
 - (vii) How far in advance of expirations need employee procedures be complete?
 - (viii) How are appointments scheduled?
 - (ix) Are the appointment procedures efficient/responsive?
 - (x) If the procedures are not the same department to department, should they be?
 - (xi) Should employees be able to schedule appointments directly?
- l. The inventory (above) becomes the basis for discussion.
- m. If the premises are not agreed or if they change, they must be adjusted.
- n. If the group cannot agree, they must report the disagreements to their respective Team Leaders;

- o. The Parties share an interest in a system which will be timely and efficient and which will minimize the burden on both management to provide and employees to receive timely examinations by qualified medical providers;
 - p. The examinations must be conducted and the results forwarded to the appropriate individuals or agencies in a way that eliminates situations where employees cannot work because of untimely examinations;
 - q. Employees have a duty to cooperate in the scheduling of CDL and other required examinations;
 - r. Except in emergency situations, employees should not be scheduled for CDL or other examinations during their time off. If that happens, the MOA must address whether employees to be paid for that time; and if so, how and on what basis?;
 - s. Except in emergency situations, employee should be scheduled to receive and complete their required medical examinations not fewer than an agreed date in advance of the relevant expiration date. Team Leaders need to agree on what that period is to be. I suggest 30 calendar days. That will require advance planning and an adjustment of pending examinations;
 - t. The employee's Department shall notify OMS and the employee at least 90 days in advance of the need to schedule employee CDL and other required medical examinations;
 - u. If the medical resources available and the scheduling system adopted cannot consistently (let's say 90% of the time) meet the advance time period, within a specified amount of time following execution of the MOA, employees shall notify their Department and, if not scheduled will be allowed to schedule and undergo their examinations, using any designated, properly certified medical professional. The Employer shall prepare, and OMS and/or the employee's department will provide the employee with a list of such providers.
2. The group shall reduce the terms adopted to writing and provide the proposed MOA to their respective Team Leaders for review and execution.
 3. If the MOA is not executed by the Parties within thirty (30) days, it may be submitted by either Party to expedited arbitration. The Parties will be bound by the result.
 4. When executed by the Parties or awarded by an arbitrator, it becomes binding on them for the duration of the collective bargaining agreement or such other period as the Parties agree.

* * *

MEMORANDUM OF AGREEMENT
BETWEEN
MONTGOMERY COUNTY GOVERNMENT
AND
THE UNITED FOOD AND COMMERCIAL WORKERS, LOCAL 1994
MUNICIPAL AND COUNTY GOVERNMENT EMPLOYEES ORGANIZATION
AFL-CIO
OFFICE, PROFESSIONAL, AND TECHNICAL (OPT) AND
SERVICE, LABOR, AND TRADES (SLT) BARGAINING UNITS

The Montgomery County Government (“County”) and the United Food and Commercial Workers, Local 1994, Municipal and County Government Employees Organization AFL-CIO, Office, Professional, and Technical and Service, Labor, and Trades Bargaining Units (“MCGEO”) agree as follows regarding market comparability wage adjustment studies:

In order to mitigate current retention and recruitment challenges, the County and the Union shall agree to analyze appropriate classification and market comparability wage adjustments for the following job classes by November 1, 2023. In the event the market analysis indicates an adjustment is required to ensure competitive compensation, funding will to be included in the County Executive’s proposed operating budget for FY25 for:

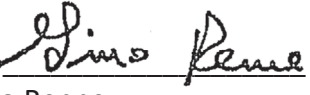
1. Latent Print Examiner
2. Senior Latent Print Examiner
3. Firearm Examiner
4. Forensic Specialist
5. Forensic Scientist
6. Senior Forensic Scientist
7. School Health Nurses
8. School Health Techs
9. Equipment Operator occupational series

IN WITNESS WHEREOF, the Parties hereto have caused their names to be subscribed by their duly authorized officers and representatives as of the dates indicated below.

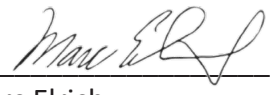
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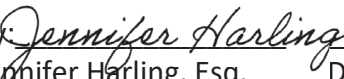
IN WITNESS WHEREOF, the parties hereto have caused their names to be subscribed by their duly authorized officers and representatives as of the dates indicated below.

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

By:  04/03/2023
Gino Renne Date
President

Montgomery County, Maryland:
Montgomery County, Maryland

By:  4/3/2023
Marc Elrich Date
County Executive

By:  4/3/23
Jennifer Harling, Esq. Date
Chief Labor Relations Officer

For Form and Legality

 4/3/2023
Edward E. Haenfling, Jr. Date
Associate County Attorney

**MONTGOMERY COUNTY GOVERNMENT
OFFICE, PROFESSIONAL & TECHNICAL AND SERVICE,
LABOR, AND TRADES (MCGEO OPT/SLT) BARGAINING
FISCAL YEAR 2024
EFFECTIVE JULY 2, 2023
NEW LONGEVITY UPDATES**

GRADE	MINIMUM	MIDPOINT	MAXIMUM	16 YEAR LONGEVITY (3.25%)	20 YEAR LONGEVITY (3.25%)	25 YEAR LONGEVITY (3.25%)
5	\$38,505	\$44,463	\$50,421	\$52,060	\$53,752	\$55,499
6	\$38,505	\$45,388	\$52,272	\$53,971	\$55,725	\$57,536
7	\$38,505	\$46,377	\$54,249	\$56,012	\$57,832	\$59,712
8	\$38,505	\$47,474	\$56,443	\$58,277	\$60,171	\$62,127
9	\$39,505	\$49,128	\$58,751	\$60,660	\$62,631	\$64,667
10	\$40,848	\$51,044	\$61,240	\$63,230	\$65,285	\$67,407
11	\$42,257	\$53,048	\$63,839	\$65,914	\$68,056	\$70,268
12	\$43,724	\$55,148	\$66,572	\$68,736	\$70,970	\$73,277
13	\$45,278	\$57,360	\$69,442	\$71,699	\$74,029	\$76,435
14	\$46,910	\$59,687	\$72,463	\$74,818	\$77,250	\$79,761
15	\$48,618	\$62,119	\$75,621	\$78,079	\$80,617	\$83,237
16	\$50,438	\$64,693	\$78,947	\$81,513	\$84,162	\$86,897
17	\$52,453	\$67,445	\$82,436	\$85,115	\$87,881	\$90,737
18	\$54,583	\$70,343	\$86,103	\$88,901	\$91,790	\$94,773
19	\$56,872	\$73,410	\$89,948	\$92,871	\$95,889	\$99,005
20	\$59,263	\$76,624	\$93,986	\$97,041	\$100,195	\$103,451
21	\$61,788	\$80,008	\$98,228	\$101,420	\$104,716	\$108,119
22	\$64,426	\$83,554	\$102,682	\$106,019	\$109,465	\$113,023
23	\$67,206	\$87,287	\$107,367	\$110,856	\$114,459	\$118,179
24	\$70,119	\$91,193	\$112,267	\$115,916	\$119,683	\$123,573
25	\$73,173	\$95,299	\$117,424	\$121,240	\$125,180	\$129,248
26	\$76,394	\$99,618	\$122,842	\$126,834	\$130,956	\$135,212
27	\$79,743	\$104,137	\$128,531	\$132,708	\$137,021	\$141,474
28	\$83,052	\$108,776	\$134,500	\$138,871	\$143,384	\$148,044

**MONTGOMERY COUNTY GOVERNMENT
OFFICE, PROFESSIONAL & TECHNICAL AND SERVICE,
LABOR, AND TRADES (MCGEO OPT/SLT) BARGAINING
FISCAL YEAR 2024
EFFECTIVE JANUARY 14, 2024
GWA: 3% INCREASE**

GRADE	MINIMUM	MIDPOINT	MAXIMUM	16 YEAR LONGEVITY (3.25%)	20 YEAR LONGEVITY (3.25%)	25 YEAR LONGEVITY (3.25%)
5	\$39,660	\$45,797	\$51,934	\$53,622	\$55,365	\$57,164
6	\$39,660	\$46,750	\$53,840	\$55,590	\$57,397	\$59,262
7	\$39,660	\$47,768	\$55,876	\$57,692	\$59,567	\$61,503
8	\$39,660	\$48,898	\$58,136	\$60,025	\$61,976	\$63,990
9	\$40,690	\$50,602	\$60,514	\$62,481	\$64,512	\$66,609
10	\$42,073	\$52,575	\$63,077	\$65,127	\$67,244	\$69,429
11	\$43,525	\$54,639	\$65,754	\$67,891	\$70,097	\$72,375
12	\$45,036	\$56,802	\$68,569	\$70,797	\$73,098	\$75,474
13	\$46,636	\$59,081	\$71,525	\$73,850	\$76,250	\$78,728
14	\$48,317	\$61,478	\$74,637	\$77,063	\$79,568	\$82,154
15	\$50,077	\$63,983	\$77,890	\$80,421	\$83,035	\$85,734
16	\$51,951	\$66,634	\$81,315	\$83,958	\$86,687	\$89,504
17	\$54,027	\$69,468	\$84,909	\$87,669	\$90,518	\$93,460
18	\$56,220	\$72,453	\$88,686	\$91,568	\$94,544	\$97,617
19	\$58,578	\$75,612	\$92,646	\$95,657	\$98,766	\$101,976
20	\$61,041	\$78,923	\$96,806	\$99,952	\$103,200	\$106,554
21	\$63,642	\$82,408	\$101,175	\$104,463	\$107,858	\$111,363
22	\$66,359	\$86,061	\$105,762	\$109,199	\$112,748	\$116,412
23	\$69,222	\$89,906	\$110,588	\$114,182	\$117,893	\$121,725
24	\$72,223	\$93,929	\$115,635	\$119,393	\$123,273	\$127,279
25	\$75,368	\$98,158	\$120,947	\$124,878	\$128,937	\$133,127
26	\$78,686	\$102,607	\$126,527	\$130,639	\$134,885	\$139,269
27	\$82,135	\$107,261	\$132,387	\$136,690	\$141,132	\$145,719
28	\$85,544	\$112,039	\$138,535	\$143,037	\$147,686	\$152,486

**MONTGOMERY COUNTY GOVERNMENT
OFFICE, PROFESSIONAL & TECHNICAL AND SERVICE,
LABOR, AND TRADES (MCGEO OPT/SLT) BARGAINING
FISCAL YEAR 2024
EFFECTIVE JUNE 16, 2024
GWA: 3% INCREASE**

GRADE	MINIMUM	MIDPOINT	MAXIMUM	16 YEAR LONGEVITY (3.25%)	20 YEAR LONGEVITY (3.25%)	25 YEAR LONGEVITY (3.25%)
5	\$40,850	\$47,171	\$53,492	\$55,230	\$57,025	\$58,878
6	\$40,850	\$48,153	\$55,455	\$57,257	\$59,118	\$61,039
7	\$40,850	\$49,201	\$57,552	\$59,422	\$61,353	\$63,347
8	\$40,850	\$50,365	\$59,880	\$61,826	\$63,835	\$65,910
9	\$41,911	\$52,120	\$62,329	\$64,355	\$66,447	\$68,607
10	\$43,335	\$54,152	\$64,969	\$67,080	\$69,260	\$71,511
11	\$44,831	\$56,278	\$67,727	\$69,928	\$72,201	\$74,548
12	\$46,387	\$58,506	\$70,626	\$72,921	\$75,291	\$77,738
13	\$48,035	\$60,853	\$73,671	\$76,065	\$78,537	\$81,089
14	\$49,767	\$63,322	\$76,876	\$79,374	\$81,954	\$84,618
15	\$51,579	\$65,902	\$80,227	\$82,834	\$85,526	\$88,306
16	\$53,510	\$68,633	\$83,754	\$86,476	\$89,286	\$92,188
17	\$55,648	\$71,552	\$87,456	\$90,298	\$93,233	\$96,263
18	\$57,907	\$74,627	\$91,347	\$94,316	\$97,381	\$100,546
19	\$60,335	\$77,880	\$95,425	\$98,526	\$101,728	\$105,034
20	\$62,872	\$81,291	\$99,710	\$102,951	\$106,297	\$109,752
21	\$65,551	\$84,880	\$104,210	\$107,597	\$111,094	\$114,705
22	\$68,350	\$88,643	\$108,935	\$112,475	\$116,130	\$119,904
23	\$71,299	\$92,603	\$113,906	\$117,608	\$121,430	\$125,376
24	\$74,390	\$96,747	\$119,104	\$122,975	\$126,972	\$131,099
25	\$77,629	\$101,103	\$124,575	\$128,624	\$132,804	\$137,120
26	\$81,047	\$105,685	\$130,323	\$134,558	\$138,931	\$143,446
27	\$84,599	\$110,479	\$136,359	\$140,791	\$145,367	\$150,091
28	\$88,110	\$115,400	\$142,691	\$147,328	\$152,116	\$157,060

FY24 Notes:
1) No retroactive pay for updated longevity.

**MONTGOMERY COUNTY GOVERNMENT
CORRECTIONAL OFFICER UNIFORM SALARY SCHEDULE
FISCAL YEAR 2024
EFFECTIVE JULY 2, 2023
NEW LONGEVITY UPDATES**

STEP	YEAR	CO I (C3)	CO II (C4)	CO III (C5)	SGT (C6)
1	0	\$54,090	\$56,495	\$61,542	\$67,373
2	1	\$55,774	\$58,263	\$63,486	\$69,522
3	2	\$57,516	\$60,092	\$65,500	\$71,745
4	3	\$59,318	\$61,986	\$67,582	\$74,045
5	4	\$61,185	\$63,944	\$69,738	\$76,427
6	5	\$63,119	\$65,974	\$71,968	\$78,893
7	6	\$65,118	\$68,072	\$74,278	\$81,444
8	7	\$67,186	\$70,245	\$76,668	\$84,085
9	8	\$69,326	\$72,494	\$79,140	\$86,817
10	9	\$71,543	\$74,820	\$81,701	\$89,645
11	10	\$73,836	\$77,228	\$84,350	\$92,573
12	11	\$76,210	\$79,724	\$87,094	\$95,604
13	12		\$82,305	\$89,930	\$98,738
14	13		\$84,976	\$92,867	\$101,985
15	14-16			\$95,927	\$105,345
16 YEAR LONGEVITY (3.5%)	17+	\$78,877	\$87,950	\$99,284	\$109,032
20 YEAR LONGEVITY (3.5%)	21+	\$81,638	\$91,028	\$102,759	\$112,848
25 YEAR LONGEVITY (3.5%)	26+	\$84,495	\$94,214	\$106,356	\$116,798

FY24 Notes:
1) No retroactive pay for updated longevity.
2) Inclusion of Step 15 to the Correction Officer III (Class Plan C5) position.

**MONTGOMERY COUNTY GOVERNMENT
CORRECTIONAL OFFICER UNIFORM SALARY SCHEDULE
FISCAL YEAR 2023
EFFECTIVE JANUARY 14, 2024
GWA: 3% INCREASE**

STEP	YEAR	CO I (C3)	CO II (C4)	CO III (C5)	SGT (C6)
1	0	\$55,713	\$58,190	\$63,388	\$69,394
2	1	\$57,447	\$60,011	\$65,391	\$71,608
3	2	\$59,241	\$61,895	\$67,465	\$73,897
4	3	\$61,098	\$63,846	\$69,609	\$76,266
5	4	\$63,021	\$65,862	\$71,830	\$78,720
6	5	\$65,013	\$67,953	\$74,127	\$81,260
7	6	\$67,072	\$70,114	\$76,506	\$83,887
8	7	\$69,202	\$72,352	\$78,968	\$86,608
9	8	\$71,406	\$74,669	\$81,514	\$89,422
10	9	\$73,689	\$77,065	\$84,152	\$92,334
11	10	\$76,051	\$79,545	\$86,881	\$95,350
12	11	\$78,496	\$82,116	\$89,707	\$98,472
13	12		\$84,774	\$92,628	\$101,700
14	13		\$87,525	\$95,653	\$105,045
15	14-16			\$98,805	\$108,505
16 YEAR LONGEVITY (3.5%)	17+	\$81,243	\$90,588	\$102,263	\$112,303
20 YEAR LONGEVITY (3.5%)	21+	\$84,087	\$93,759	\$105,842	\$116,234
25 YEAR LONGEVITY (3.5%)	26+	\$87,030	\$97,041	\$109,546	\$120,302

**MONTGOMERY COUNTY GOVERNMENT
CORRECTIONAL OFFICER UNIFORM SALARY SCHEDULE
FISCAL YEAR 2023
EFFECTIVE JUNE 16, 2024
GWA: 3% INCREASE**

STEP	YEAR	CO I (C3)	CO II (C4)	CO III (C5)	SGT (C6)
1	0	\$57,384	\$59,936	\$65,290	\$71,476
2	1	\$59,170	\$61,811	\$67,353	\$73,756
3	2	\$61,018	\$63,752	\$69,489	\$76,114
4	3	\$62,931	\$65,761	\$71,697	\$78,554
5	4	\$64,912	\$67,838	\$73,985	\$81,082
6	5	\$66,963	\$69,992	\$76,351	\$83,698
7	6	\$69,084	\$72,217	\$78,801	\$86,404
8	7	\$71,278	\$74,523	\$81,337	\$89,206
9	8	\$73,548	\$76,909	\$83,959	\$92,105
10	9	\$75,900	\$79,377	\$86,677	\$95,104
11	10	\$78,333	\$81,931	\$89,487	\$98,211
12	11	\$80,851	\$84,579	\$92,398	\$101,426
13	12		\$87,317	\$95,407	\$104,751
14	13		\$90,151	\$98,523	\$108,196
15	14-16			\$101,769	\$111,760
16 YEAR LONGEVITY (3.5%)	17+	\$83,680	\$93,306	\$105,331	\$115,672
20 YEAR LONGEVITY (3.5%)	21+	\$86,610	\$96,572	\$109,018	\$119,721
25 YEAR LONGEVITY (3.5%)	26+	\$89,641	\$99,952	\$112,834	\$123,911

**MONTGOMERY COUNTY GOVERNMENT
TRANSIT BUS OPERATORS AND TRANSIT
COORDINATORS SALARY SCHEDULE
FISCAL YEAR 2024
EFFECTIVE JULY 1, 2023**

STEP	Transit Bus Operators (T1)	Transit Coordinators (T2)
0	\$51,017	\$55,017
1	\$54,517	\$58,017
2	\$57,017	\$65,017
3	\$59,517	\$69,017
4	\$63,517	\$73,517
5	\$68,017	\$78,017
6	\$72,017	\$82,017
7	\$75,017	\$84,517
8	\$78,017	\$87,017
9	\$78,017	\$87,017
10	\$80,017	\$88,017
11	\$80,017	\$88,017
12	\$81,017	\$89,517
13	\$81,017	\$89,517
14	\$81,017	\$90,517
15	\$82,017	\$90,517
16	\$82,017	\$90,517
17	\$82,017	\$90,517
18	\$82,017	\$91,017
19	\$83,017	\$91,017
20	\$83,017	\$91,017
21	\$83,017	\$91,017
22	\$83,017	\$91,517
23	\$84,017	\$91,517
24	\$84,017	\$94,017
25	\$85,017	\$94,017

Note: Service Increments and Longevity are not applicable.

**MONTGOMERY COUNTY GOVERNMENT
TRANSIT BUS OPERATORS AND TRANSIT
COORDINATORS SALARY SCHEDULE
FISCAL YEAR 2024
EFFECTIVE JANUARY 14, 2024
GWA: 3% INCREASE**

STEP	Transit Bus Operators (T1)	Transit Coordinators (T2)
0	\$52,548	\$56,668
1	\$56,153	\$59,758
2	\$58,728	\$66,968
3	\$61,303	\$71,088
4	\$65,423	\$75,723
5	\$70,058	\$80,358
6	\$74,178	\$84,478
7	\$77,268	\$87,053
8	\$80,358	\$89,628
9	\$80,358	\$89,628
10	\$82,418	\$90,658
11	\$82,418	\$90,658
12	\$83,448	\$92,203
13	\$83,448	\$92,203
14	\$83,448	\$93,233
15	\$84,478	\$93,233
16	\$84,478	\$93,233
17	\$84,478	\$93,233
18	\$84,478	\$93,748
19	\$85,508	\$93,748
20	\$85,508	\$93,748
21	\$85,508	\$93,748
22	\$85,508	\$94,263
23	\$86,538	\$94,263
24	\$86,538	\$96,838
25	\$87,568	\$96,838

**MONTGOMERY COUNTY GOVERNMENT
TRANSIT BUS OPERATORS AND TRANSIT
COORDINATORS SALARY SCHEDULE
FISCAL YEAR 2024
EFFECTIVE JUNE 16, 2024
GWA: 3% INCREASE**

STEP	Transit Bus Operators (T1)	Transit Coordinators (T2)
0	\$54,124	\$58,368
1	\$57,837	\$61,550
2	\$60,489	\$68,977
3	\$63,142	\$73,220
4	\$67,385	\$77,994
5	\$72,159	\$82,768
6	\$76,403	\$87,012
7	\$79,586	\$89,664
8	\$82,768	\$92,316
9	\$82,768	\$92,316
10	\$84,890	\$93,377
11	\$84,890	\$93,377
12	\$85,951	\$94,969
13	\$85,951	\$94,969
14	\$85,951	\$96,029
15	\$87,012	\$96,029
16	\$87,012	\$96,029
17	\$87,012	\$96,029
18	\$87,012	\$96,560
19	\$88,073	\$96,560
20	\$88,073	\$96,560
21	\$88,073	\$96,560
22	\$88,073	\$97,090
23	\$89,134	\$97,090
24	\$89,134	\$99,743
25	\$90,195	\$99,743

**MONTGOMERY COUNTY GOVERNMENT
DEPUTY SHERIFF UNIFORM SALARY SCHEDULE
FISCAL YEAR 2024
EFFECTIVE JULY 2, 2023
NEW LONGEVITY UPDATES**

STEP	YEAR	DS I (G2)	DS II (G3)	DS III (G4)	SGT (D1)
0	1	\$57,772	\$61,395	\$65,272	\$71,196
1	2	\$59,585	\$63,335	\$67,346	\$73,480
2	3	\$61,458	\$65,341	\$69,492	\$75,841
3	4	\$63,400	\$67,415	\$71,715	\$78,285
4	5	\$65,409	\$69,567	\$74,016	\$80,814
5	6	\$67,487	\$71,792	\$76,395	\$83,434
6	7	\$69,639	\$74,094	\$78,860	\$86,142
7	8	\$71,867	\$76,479	\$81,408	\$88,947
8	9	\$74,172	\$78,945	\$84,049	\$91,851
9	10	\$76,559	\$81,498	\$86,779	\$94,855
10	11		\$84,141	\$89,605	\$97,965
11	12		\$86,876	\$92,536	\$101,184
12	13			\$95,565	\$104,515
13	14			\$98,696	\$107,963
14	15-16			\$101,939	\$111,531
16 YEAR LONGEVITY (3.5%)	17+	\$79,239	\$89,917	\$105,507	\$115,435
20 YEAR LONGEVITY (3.5%)	21+	\$82,012	\$93,064	\$109,200	\$119,475
25 YEAR LONGEVITY (3.5%)	26+	\$84,882	\$96,321	\$113,022	\$123,656

**MONTGOMERY COUNTY GOVERNMENT
DEPUTY SHERIFF UNIFORM SALARY SCHEDULE
FISCAL YEAR 2024
EFFECTIVE JANUARY 14, 2024
GWA: 3% INCREASE**

STEP	YEAR	DS I (G2)	DS II (G3)	DS III (G4)	SGT (D1)
0	1	\$59,505	\$63,237	\$67,230	\$73,332
1	2	\$61,373	\$65,235	\$69,366	\$75,684
2	3	\$63,302	\$67,301	\$71,577	\$78,116
3	4	\$65,302	\$69,437	\$73,866	\$80,634
4	5	\$67,371	\$71,654	\$76,236	\$83,238
5	6	\$69,512	\$73,946	\$78,687	\$85,937
6	7	\$71,728	\$76,317	\$81,226	\$88,726
7	8	\$74,023	\$78,773	\$83,850	\$91,615
8	9	\$76,397	\$81,313	\$86,570	\$94,607
9	10	\$78,856	\$83,943	\$89,382	\$97,701
10	11		\$86,665	\$92,293	\$100,904
11	12		\$89,482	\$95,312	\$104,220
12	13			\$98,432	\$107,650
13	14			\$101,657	\$111,202
14	15-16			\$104,997	\$114,877
16 YEAR LONGEVITY (3.5%)	17+	\$81,616	\$92,614	\$108,672	\$118,898
20 YEAR LONGEVITY (3.5%)	21+	\$84,472	\$95,856	\$112,476	\$123,059
25 YEAR LONGEVITY (3.5%)	26+	\$87,429	\$99,211	\$116,412	\$127,366

**MONTGOMERY COUNTY GOVERNMENT
DEPUTY SHERIFF UNIFORM SALARY SCHEDULE
FISCAL YEAR 2024
EFFECTIVE JUNE 16, 2024
GWA: 3% INCREASE**

STEP	YEAR	DS I (G2)	DS II (G3)	DS III (G4)	SGT (D1)
0	1	\$61,290	\$65,134	\$69,247	\$75,532
1	2	\$63,214	\$67,192	\$71,447	\$77,955
2	3	\$65,201	\$69,320	\$73,724	\$80,460
3	4	\$67,261	\$71,521	\$76,082	\$83,053
4	5	\$69,392	\$73,804	\$78,524	\$85,736
5	6	\$71,597	\$76,164	\$81,047	\$88,515
6	7	\$73,880	\$78,606	\$83,663	\$91,388
7	8	\$76,244	\$81,137	\$86,366	\$94,364
8	9	\$78,689	\$83,753	\$89,168	\$97,445
9	10	\$81,221	\$86,461	\$92,064	\$100,632
10	11		\$89,265	\$95,062	\$103,931
11	12		\$92,167	\$98,171	\$107,346
12	13			\$101,385	\$110,880
13	14			\$104,707	\$114,538
14	15-16			\$108,147	\$118,323
16 YEAR LONGEVITY (3.5%)	17+	\$84,064	\$95,393	\$111,932	\$122,465
20 YEAR LONGEVITY (3.5%)	21+	\$87,006	\$98,731	\$115,850	\$126,751
25 YEAR LONGEVITY (3.5%)	26+	\$90,052	\$102,187	\$119,905	\$131,187

FY24 Notes:
1) No retroactive pay for updated longevity.
2) Deputy Sheriff Candidates (G1) salary is equal to the DS I - Step 0.

**MONTGOMERY COUNTY GOVERNMENT
MINIMUM WAGE/SEASONAL SALARY SCHEDULE
FISCAL YEAR 2024**

EFFECTIVE JUNE 18, 2023

***MINIMUM WAGE: \$16.70**

HOURLY WAGE INCREASE

GRADE	MINIMUM ANNUAL	MINIMUM HOURLY	MAXIMUM ANNUAL	MAXIMUM HOURLY
S1*	\$34,736	\$16.70	\$34,736	\$16.70
S2	\$35,776	\$17.20	\$35,776	\$17.20
S3	\$36,816	\$17.70	\$36,816	\$17.70
S4	\$37,856	\$18.20	\$37,856	\$18.20
S5	\$38,896	\$18.70	\$38,896	\$18.70
S6	\$39,936	\$19.20	\$45,947	\$22.09
S7	\$43,701	\$21.01	\$53,186	\$25.57
S8	\$49,442	\$23.77	\$60,674	\$29.17

FY24 Notes:

1) Minimum wage increases on July 1, 2023, but is effective the first day of the pay period that date falls in.

The following job classes are assigned to the Minimum Wage/Seasonal Salary Schedule:

- Community Correctional Intern (S1)
- County Government Aide (MW) (S1)
- County Government Assistant (S1)
- Recreation Assistant I (S1)
- Library Page (S2)
- Recreation Assistant II (S2)
- Recreation Assistant III (S3)
- Recreation Assistant IV (S4)
- Recreation Assistant V (S5)
- Recreation Assistant VI (S6)
- Gilchrist Center Office Assistant (S7)
- Recreation Assistant VII (S7)
- Recreation Assistant VIII (S8)

Resolution No.: _____
Introduced: April 25, 2022
Adopted: _____

**COUNTY COUNCIL
FOR MONTGOMERY COUNTY, MARYLAND**

Lead Sponsor: Government Operations and Fiscal Policy Committee

SUBJECT: Collective Bargaining Agreement with the Montgomery County Career Fire Fighters Association of the International Association of Fire Fighters (IAFF), Local 1664 – Fiscal Year 2024

Background

1. Section 510A of the County Charter authorizes the County Council to provide by law for collective bargaining with binding arbitration with authorized representatives of County career fire fighters.
2. Chapter 33, Article X of the County Code implements Section 510A of the Charter and provides for collective bargaining by the County Executive with the certified representatives of the County's fire fighters and for review of the resulting contract by the Council.
3. On April 3, 2023, the County Executive submitted to the Council amendments to a collective bargaining agreement (the “Agreement”) between the County government and the Montgomery County Career Firefighters, International Association of Fire Fighters, Local 1664, AFL-CIO (“IAFF”) for the term of July 1, 2022 through June 30, 2024.
4. The Executive has submitted to the Council the terms and conditions of the Agreement that, for FY2024, will have fiscal impacts, require an appropriation of funds, or require changes in County law or regulation.
5. The County Council has considered these terms and conditions. The Council is required by law to indicate, on or before May 1, 2023, its intention regarding the appropriation of funds or any legislation or regulations required to implement the agreement. The Council may extend the May 1 deadline.

Action

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

- A. For FY2024, the County Council intends to **approve** the following provisions of the Agreement, which require the appropriation of funds or have a fiscal impact for FY2024.
1. *Salary Schedule Adjustments.* The Agreement would make adjustments to the salary schedule resulting in an increase of \$3,412,656 in FY2024 expenditures. Letters A and B of the salary schedule would be removed, and the remaining positions would be re-lettered.
 2. *General wage adjustment.* The Agreement would require a 3.2% general wage adjustment beginning in July 2023. The expected fiscal impact for FY2024 over FY2023 is \$3,622,465.
 3. *Longevity increments.* The Agreement would require a 3.5% longevity step increase for eligible employees. The fiscal impact for FY2024 over FY2023 is estimated at \$114,564.
 4. *Retiree Vision Benefits.* Effective January 1, 2024, the Agreement would provide eligible retirees with a fully insured vision benefit. The expected FY2024 increase in expenditures is \$36,228.
 5. *Service Increments.* The Agreement would provide for a 3.5% service increment for eligible bargaining unit members on their anniversary dates. The anticipated fiscal impact for FY2024 over FY2023 is \$874,175.
 6. *Service increments for FY2013.* The Agreement would require a 3.5% service increment for all eligible bargaining unit members who would have been eligible to receive a service increment in FY13. This service increment is expected to result in an increase of \$326,617 in FY2024 expenditures over FY2023 expenditures.
 7. *Tuition assistance.* The Agreement would provide a total of \$65,000 annually for tuition assistance.
- B. Contingent upon the enactment of Expedited Council Bill 21-23, the Council intends to **approve** FY2024 funding for alterations to pension benefits under Article 51 of the Agreement, including:
1. amending the cost-of-living adjustment (“COLA”) for Group G members; and
 2. increasing the pension formula for Group G members.

The estimated fiscal impact of the COLA amendments would be an increase in expenditures of \$1,210,091 in FY2024. The estimated fiscal impact for the increased pension formula would be an increase in expenditures of \$1,995,524 in FY2024.

- C. For FY2024, the County Council intends to **approve** any provision of the Agreement:
1. that the Council approved for a prior fiscal year; and
 2. for which the Executive has not identified an increased fiscal impact for FY2024 over FY2023.

This is a correct copy of Council action.

Judy Rupp, Clerk of the Council




OFFICE OF THE COUNTY EXECUTIVE

Marc Elrich
County Executive

MEMORANDUM

April 3, 2023

TO: Evan Glass, President
Montgomery County Council

FROM: Marc Elrich, County Executive 

SUBJECT: Memorandum of Agreement between the County and IAFF

I have attached for review the Memorandum of 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). The agreement reflects the changes to the existing Collective Bargaining Agreement. I have attached a draft of legislative changes that we are proposing as well as a summary of all changes made within the agreement. The agreement is effective July 1, 2023 through June 30, 2024.

I have also attached a summary of the agreed upon items as well as a copy of the fiscal impact statement referenced in the Workforce/Compensation chapter of my budget to assist in your review of the document. The items will take effect for the first time in FY2024 and have a fiscal impact in FY2024.

Enclosure

cc: Richard S. Madaleno, Chief Administrative Officer, Office of the County Executive
Jennifer Bryant, Director, Office of Management and Budget
Jennifer Harling, Chief Labor Relations Officer, Office of Labor Relations
John Markovs, County Attorney, Office of the County Attorney

Summary of IAFF Reopener Tentative Agreements 2023-2024

Article	Section	Subject	Summary
51	New	Pensions	Submit legislation to eliminate Section 33-44(c)(6) of the Montgomery County Code for Group G members and amend Section 33-44(c)(3) to allow CPI of 5% for Group G members, effective December 31, 2023.
19	19.1	GWA	Increase in base salary of all members by 3.2%, effective July 16, 2023.
20	New	Retiree Vision	Offer fully insured vision benefit to retirees effective January 1, 2024 in addition to the current zero cost vision discount plan.
51	New	Pension Multiplier	Submit legislation by September 1, 2023 increasing pension multiplier to 2.6% (previously 2.5%) of average final earnings for first 25 years and 1.25% (previously 2%) for each year/prorated portion of more than 25 years.
19.2	D	Salary Schedule	Removes steps A and B and re-letters the steps A through M. Employees will be placed on the step commensurate with their years of service.
MOA		Benefits Committee	Committee (defined by 20.3 of the CBA) to collect information to include survey plan for pre-medicare retiree participants and study health benefit options for employed pre-medicare retirees and their dependents. Will provide findings by October 16, 2023.

Summary of Proposed Labor Agreement with IAFF Effective FY24

Article	Subject	Summary of Change	Requires Appropriation of funds	Present or Future Fiscal Impact	Requires Legislative Change	Requires Regulation Change	Notes
19.1	Wages	3.2 percent general wage adjustment in July 2023	Yes	Yes			
19	Wages	Salary Schedule adjustment to remove steps A and B and reletter steps A through M	Yes	Yes	Yes	Yes	
19	Longevity	Longevity Step increases of 3.5 percent for eligible employees	Yes	Yes			
20	Insurance Benefits	offering IAFF Retirees fully insured vision benefit	Yes	Yes			
51	Pensions	amending of the cost of living adjustment for eligible Group G members	Yes	Yes	Yes		
51	Pensions	Increase pension formula for group G participants	Yes	Yes	Yes	Yes	
55	Service Increments	service increment of 3.5 percent for eligible employees	Yes	Yes			
55.8	Service Increments	deferred service increment from FY13 for eligible employees, 3.5 percent effective July 2023	Yes	Yes			

**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>FY24</u>	<u>Annual Cost Beyond FY24</u>	<u>Estimated # affected**</u>
19.1	Wages	3.2 Percent General Wage Adjustment in July 2023	\$3,622,465	\$3,767,083	1,118
19	Wages	Salary Schedule Adjustment to Remove Steps A and B and Reletter Steps A through M	\$3,412,656	\$4,158,907	640
19	Longevity	Longevity Step Increases of 3.5 Percent for Eligible Employees	\$114,564	\$332,369	83
20	Insurance Benefits	Offering IAFF Retirees Fully Insured Vision Benefit	\$36,228	\$36,228	
51	Pensions	Amending of the Cost-of-Living Adjustment for Eligible Group G Members	\$1,210,091	\$0	1,118
51	Pensions	Increase Pension Formula for Group G Participants	\$1,995,524	\$0	1,118
55	Service Increments	Service Increment of 3.5 Percent for Eligible Employees	\$874,175	\$1,657,461	676
55.8	Service Increments	Deferred Service Increment from FY13 for Eligible Employees, 3.5% Effective July 2023	\$326,617	\$326,617	112
Total			\$11,592,320	\$10,278,664	1,118

Fire and Rescue Uniformed Management Pass-Through Estimates

<u>Item</u>	<u>Description</u>	<u>FY24</u>	<u>Annual Cost Beyond FY24</u>	<u>Estimated # affected**</u>
Wages	3.2 Percent General Wage Adjustment in July 2023	\$226,627	\$235,683	42
Service Increments	Service Increment of 3.5 Percent for Eligible Employees	\$5,962	\$11,393	3
Total		\$232,589	\$247,076	42

* Estimates reflect the impact to all funds. Increases apply in the first 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 reopener negotiations pursuant to Section 33-153 of the Montgomery County Code for the second year of the term July 1, 2022 through June 30, 2024. As a result of those negotiations, the Employer and Union agree that the Collective Bargaining Agreement shall be amended according to the terms set forth below.

Please use the following key when reading this agreement:

- Underlining *Added to existing agreement.*
- [Single boldface brackets] *Deleted from existing agreement.*
- * * * *Existing language unchanged by parties.*

The parties agree to amend the contract as follows:

* * *

ARTICLE 19 – General Wage Adjustments

Section 19.1 General Wage Adjustments

* * *

B.

1. Effective the pay period beginning on October 9, 2022 the base salary for all bargaining unit members shall be increased by 4.0%.
2. Effective the pay period beginning on January 1, 2023, the base salary for all bargaining unit members shall be increased by 1.0%
3. Effective the pay period beginning on July 16, 2023, the base salary for all bargaining unit members shall be increased by 3.2%.

* * *

Section 19.2 Salary Schedule

* * *

D. Effective the pay period beginning on July 2, 2023, Steps A and B will be removed from the schedule, and the remaining steps will be re-lettered A through M. Employees will be placed on the step commensurate with their years of service on July 2, 2023.

* * *

ARTICLE 20 -INSURANCE BENEFITS COVERAGE AND PREMIUMS

* * *

Section 20.15 Retiree Vision

The Employer will offer a fully insured vision benefit to all IAFF retirees effective January 1, 2024, in addition to the current zero cost vision discount plan. Retirees may maintain their ability to participate in the zero cost discount vision plan and they may choose to enroll in the new fully insured plan.

* * *

ARTICLE 51- PENSIONS

* * *

* * *

I. The employer will submit proposed legislation to the County Council on or before September 1, 2023, amending Section 33-42 of the Montgomery County Code. Proposed legislation drafted pursuant to this collective bargaining agreement will be reviewed and approved by both parties prior to submission to the County Council. The following changes will apply only to those retirement applications filed after the adoption of the legislation.

(D) For a Group G member who is a member of the optional plan and retires on a normal retirement, the annual pension must equal [2.5] 2.6 percent of average final earnings for each of the first [20] 25 years of credited service completed and [2] 1.25 percent of average final earnings for each year or prorated portion of a year of credited service of more than [20] 25 years, to a maximum of 31 years plus sick leave credits.

(2) Pension amount for an Integrated Retirement Plan member.

(E) The County must compute the annual pension of a Group G member in the integrated retirement plan who retires on a normal retirement as follows:

(i) From the date of retirement to the month that the member reaches Social Security retirement age, the following percentages of average final earnings apply:

(a) [2.5] 2.6 percent, for each of the first [20] 25 years of credited service; and

(b) [2] 1.25 percent, for each year of credited service of more than [20] 25 years to a maximum of 31 years, plus sick leave credits; [and]

[(e)] [c] 0 percent for years after year 31 (except sick leave credits referred to in sub clause (d)); and

(ii) From the month the member reaches Social Security retirement age, the percentages specified in clause (i) must be reduced, respectively, by the following percentages of average final earnings for the portion of any amount equal to or less than the Social Security maximum covered compensation in effect on the date of retirement:

(a)[0.78125] 0.81250 percent, for each of the first [20] 25 years of credited service;

(d) [0.625] 0.390625 percent for each year of credited service of more than [20] 25 years, to a maximum of 31 years, plus sick leave credits.

(iii) The County must increase the initial amount of a pension computed under (ii) above by the cost-of-living adjustments provided under Section 33-44(c) for the period from the member's date of retirement to the month in which the member reaches Social Security retirement age.

(iv) The County must prorate any portion of a year described in this subparagraph.

The parties agree to fully support the legislative proposals drafted pursuant to this Agreement to ensure their approval by the Montgomery County Council. The County Executive will comply with Montgomery County Code 33-153(l) by including funding for this proposal in his proposed annual operating budget for the fiscal year in which the legislation would take effect.

* * *

K. The employer will submit proposed legislation to the County Council eliminating Section 33-44(c)(6) of the Montgomery County Code for Group G members, and amending Section 33-44(c)(3) as follows, effective December 31, 2023:

(3) The percentage cost-of-living adjustment of pension benefits must be obtained by dividing the most recent index determined under paragraph (2) by the next preceding index multiplied by 100 less 100.

(A) A member enrolled before July 1, 1978, must receive the full cost-of-living adjustment.

(B) A member enrolled on or after July 1, 1978, must receive 100 percent of the change in the consumer price index up to 3 percent, and 60 percent of any change in the consumer price index greater than 3 percent, up to a total adjustment of 7 ½ percent (5 percent for Group G members) in any year. The 7 ½ percent (5 percent for Group G members) annual limit does not apply to:

(i) a retired member who is disabled; or

(ii) a pensioner aged 65 or older for a fiscal year beginning after the date the pensioner reaches age 65.

Proposed legislation drafted pursuant to this collective bargaining agreement will be reviewed and approved by both parties prior to submission to the County Council.

The parties agree to fully support the legislative proposals drafted pursuant to this Agreement to ensure their approval by the Montgomery County Council.

The County Executive will comply with Montgomery County Code 33-153(l) by including funding for this proposal in his proposed annual operating budget for the fiscal year in which the legislation would take effect.

* * *

Section 54.2 - Tuition Assistance

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.

* * *

Side Letter- Assignment to Employee Benefits Committee

[ON MONTGOMERY COUNTY, MARYLAND LETTERHEAD]

January 26, 2023

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

Dear President Buddle,

The parties agree to establish the Employee Benefits Committee in Article 20.3 of the CBA and in addition to the tasks listed in that Article shall collect information, survey

plan Pre-Medicare retiree participants, and study health benefit options for employed Pre-Medicare retirees and their dependents eligible for health benefit coverage from their employers in retirement.

The Committee shall provide its findings to the Employer and Union by October 16, 2023, regarding Pre-Medicare retirees and their dependents eligibility for health benefit coverage other than what is provided currently by the Employer.

The Committee shall meet monthly regarding the subject of this side letter.

Sincerely,


Jennifer Harling, Esq.
Chief Labor Relations Officer

* * *

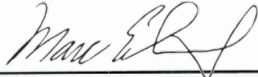
IN WITNESS, WHEREOF, the parties hereto have caused their names to be subscribed hereto by their duly authorized officers and representatives as of the dates indicated below

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


Montgomery County Government
Montgomery County, Maryland

 3-31-2023

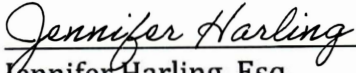
Jeffrey Buddle Date
President

 4/3/2023

Marc Elrich Date
County Executive

 3/31/2023

Scott Goldstein Date
Fire Chief

 3/31/2023

Jennifer Harling, Esq. Date
Chief Labor Relations Officer

Approved for form and legality by:

 3/31/2023

Edward E. Haendling, Jr. Date
Associate County Attorney

**MONTGOMERY COUNTY GOVERNMENT
 FIRE/RESCUE BARGAINING UNIT SALARY SCHEDULE
 FISCAL YEAR 2024
 EFFECTIVE JULY 2, 2023
 GRADE UPDATES**

GRADE	F1 FIRE FIGHTER RESCUER I	F2 FIRE FIGHTER RESCUER II	F3 FIRE FIGHTER RESCUER III	F4 MASTER FIRE FIGHTER RESCUER	B1 FIRE/RESCUE LIEUTENANT	B2 FIRE/RESCUE CAPTAIN
A	\$56,311	\$59,127	\$62,085	\$68,294	\$75,129	\$84,717
B	\$58,284	\$61,198	\$64,259	\$70,685	\$77,759	\$87,684
C	\$60,323	\$63,341	\$66,507	\$73,158	\$80,481	\$90,752
D	\$62,435	\$65,559	\$68,836	\$75,720	\$83,297	\$93,930
E	\$64,621	\$67,852	\$71,245	\$78,370	\$86,214	\$97,217
F	\$66,883	\$70,228	\$73,741	\$81,113	\$89,233	\$100,620
G	\$69,225	\$72,688	\$76,323	\$83,953	\$92,354	\$104,142
H	\$71,649	\$75,232	\$78,993	\$86,890	\$95,589	\$107,788
I	\$74,156	\$77,866	\$81,758	\$89,933	\$98,935	\$111,562
J	\$76,752	\$80,591	\$84,620	\$93,081	\$102,399	\$115,465
K	\$79,439	\$83,410	\$87,583	\$96,337	\$105,984	\$119,508
L	\$82,219	\$86,330	\$90,650	\$99,711	\$109,694	\$123,691
M	\$85,097	\$89,354	\$93,824	\$103,202	\$113,532	\$128,022
17 YEAR LONGEVITY (3.5%)	\$88,076	\$92,482	\$97,108	\$106,814	\$117,506	\$132,502
20 YEAR LONGEVITY (3.5%)	\$91,158	\$95,719	\$100,506	\$110,552	\$121,619	\$137,140
24 YEAR LONGEVITY (3.5%)	\$94,349	\$99,069	\$104,024	\$114,422	\$125,875	\$141,940

FY24 Notes:

1) The first 2 steps were removed (previously A and B) from the FY23 schedule, and the remaining steps have been re-lettered A through M. Employees will be placed on the step commensurate with their years of service.

**MONTGOMERY COUNTY GOVERNMENT
 FIRE/RESCUE BARGAINING UNIT SALARY SCHEDULE
 FISCAL YEAR 2024
 EFFECTIVE JULY 16, 2023
 GWA: 3.2% INCREASE**

GRADE	F1 FIRE FIGHTER RESCUER I	F2 FIRE FIGHTER RESCUER II	F3 FIRE FIGHTER RESCUER III	F4 MASTER FIRE FIGHTER RESCUER	B1 FIRE/RESCUE LIEUTENANT	B2 FIRE/RESCUE CAPTAIN
A	\$58,113	\$61,019	\$64,072	\$70,479	\$77,533	\$87,428
B	\$60,149	\$63,156	\$66,315	\$72,947	\$80,247	\$90,490
C	\$62,253	\$65,368	\$68,635	\$75,499	\$83,056	\$93,656
D	\$64,433	\$67,657	\$71,039	\$78,143	\$85,963	\$96,936
E	\$66,689	\$70,023	\$73,525	\$80,878	\$88,973	\$100,328
F	\$69,023	\$72,475	\$76,101	\$83,709	\$92,088	\$103,840
G	\$71,440	\$75,014	\$78,765	\$86,639	\$95,309	\$107,475
H	\$73,942	\$77,639	\$81,521	\$89,670	\$98,648	\$111,237
I	\$76,529	\$80,358	\$84,374	\$92,811	\$102,101	\$115,132
J	\$79,208	\$83,170	\$87,328	\$96,060	\$105,676	\$119,160
K	\$81,981	\$86,079	\$90,386	\$99,420	\$109,375	\$123,332
L	\$84,850	\$89,093	\$93,551	\$102,902	\$113,204	\$127,649
M	\$87,820	\$92,213	\$96,826	\$106,504	\$117,165	\$132,119
17 YEAR LONGEVITY (3.5%)	\$90,894	\$95,441	\$100,215	\$110,232	\$121,266	\$136,742
20 YEAR LONGEVITY (3.5%)	\$94,075	\$98,782	\$103,722	\$114,090	\$125,511	\$141,528
24 YEAR LONGEVITY (3.5%)	\$97,368	\$102,239	\$107,353	\$118,084	\$129,903	\$146,482

Resolution No.: _____
Introduced: April 25, 2023
Adopted: _____

**COUNTY COUNCIL
FOR MONTGOMERY COUNTY, MARYLAND**

Lead Sponsor: Government Operations and Fiscal Policy Committee

SUBJECT: Collective Bargaining Agreement with Fraternal Order of Police – Fiscal Year 2024

Background

1. Section 510 of the County Charter requires the County Council to provide by law for collective bargaining with binding arbitration with an authorized representative of the County police officers.
2. Chapter 33, Article V of the County Code implements Section 510 of the Charter and provides for collective bargaining with representatives of certain police officers and for review of the resulting agreement by the County Council.
3. On April 3, 2023, the County Executive submitted to the Council the collective bargaining agreement (the “Agreement”) between the County government and the Fraternal Order of Police, Montgomery County Lodge 35, Inc. (“FOP”), for the term July 1, 2023 through June 30, 2025.
4. The County Executive outlined the terms and conditions of the Agreement that require or may require an appropriation of funds or changes in any County law or regulation in FY24.
5. The County Council is required by law to indicate on or before May 1, 2023 its intention regarding the appropriation of funds or any legislation or regulations required to implement the Agreement or to extend the time to do so.

Action

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

- A. For FY2024, the County Council intends to **approve** the following provisions of the Agreement, for which the Executive has identified fiscal impacts in FY2024:
1. *Administrative Leave - Bereavement.* The Agreement increases from 3 workdays to 40 hours the amount of administrative leave an eligible employee would receive in the event of the death of an immediate family member. The anticipated fiscal impact of this provision for FY2024 is indeterminate.
 2. *Administrative Leave – Pending Investigation or Removal.* The Agreement would entitle an eligible employee to administrative leave when the employee is relieved of police powers pending an investigation or removal. Under the prior collective bargaining agreement, the employee would receive administrative leave only if the employee was relieved of police powers in excess of 90 days pending investigation or removal. The fiscal impact of this provision is indeterminate.
 3. *Temporary Duty Pay.* The Agreement would provide that an individual temporarily assigned to a higher classified job for more than one week is entitled to higher pay. This is a change from the current agreement, which provides that the individual would need to work at the higher classification for more than two weeks to qualify for the higher pay. The fiscal impact of this change is indeterminate.
 4. *Uniforms.* The Agreement would require the issuance of polo shirts, long sleeve uniform shirts, and high-visibility jackets to eligible employees. The anticipated fiscal impact for FY2024 is \$675,151.
 5. *Personal Patrol Vehicles.* The Agreement would expand the use of personal patrol vehicles (“PPVs”) to within 10 miles of the County’s border. The prior collective bargaining agreement provided for the use of PPVs to within 5 miles of the County’s border. The anticipated fiscal impact of this provision for FY2024 is \$944,362.
 6. *Centralized Traffic Vehicles.* The Agreement would require the issuance of certain “ghost graphic” centralized traffic vehicles. The FY2024 fiscal impact of these vehicles would be \$116,800.
 7. *General Wage Adjustments.* The Agreement would require a 4% general wage adjustment (“GWA”) in July 2023; and a 3% GWA in January 2024. The anticipated FY2024 fiscal impact of these wage adjustments is \$6,696,703.

8. *Lump Sum Payments.* Under the Agreement, each eligible employee would receive a lump sum payment of \$1,500 for the first full pay period following January 1, 2024. The anticipated fiscal impact for FY2024 is \$1,634,874.
9. *Signing Bonuses.* The Agreement also would allow for \$20,000 signing bonuses for certain new recruits and lateral candidates. The anticipated fiscal impact of the signing bonuses for FY2024 is \$408,000.
10. *Shift Differentials.* The Agreement would increase from \$1.42 to \$2.00 the shift differential that applies to work shifts starting on or after 12:00 p.m. and before 7:59 p.m.; and would increase from \$1.87 to \$4.25 the shift differential that applies to work shifts starting on or after 8:00 p.m. and before 5:59 a.m. The anticipated fiscal impact of the increases to shift differentials is \$1,309,791 in FY2024.
11. *Multilingual Pay.* The Agreement would require multilingual pay at \$1.00 per hour for recertified multilingual employees. The FY2024 fiscal impact of the multilingual pay would be \$205,633.
12. *Service Increments.* The Agreement requires 3.5% service increments for eligible members. The anticipated FY2024 fiscal impact of the increments is \$953,829.
13. *Longevity adjustments.* The Agreement requires a 3.5% longevity step increase for eligible members. The anticipated fiscal impact of these adjustments for FY2024 is \$85,046.

B. Contingent upon the enactment of Council Bill 19-23, the Council intends to **approve** FY2024 funding for alterations to retirement eligibility and benefits for Group F under Article 57, Section Y of the Agreement, including:

1. making any Group F member who has reached normal retirement age to participate in the DRSP/DROP; and
2. effective January 1, 2025, increasing the multiplier to 2.6 of average final earnings up to 25 years and to 2.4 of average final earnings from 25 years to 34 years.

The anticipated fiscal impact of these alterations for FY2024 is \$1,220,578.

C. For FY2024, the County Council intends to **approve** any provision of the Agreement:

1. that the Council approved for a prior fiscal year; and
2. for which the Executive has not identified an increased fiscal impact for FY2024 over FY2023.

This is a correct copy of Council action.

Judy Rupp, Clerk of the Council




OFFICE OF THE COUNTY EXECUTIVE

Marc Elrich
County Executive

MEMORANDUM

April 3, 2023

TO: Evan Glass, President
Montgomery County Council

FROM: Marc Elrich, County Executive 

SUBJECT: Memorandum of Agreement between the County and FOP

I have attached for review the Memorandum of Agreement resulting from the recent negotiations between the Montgomery County Government and the Fraternal Order of Police, Montgomery County Lodge 35, Inc. The agreement is the product of a settlement reached during negotiations and reflects the changes to the existing Collective Bargaining Agreement effective July 1, 2023 through June 30, 2025.

I have also attached a summary of the agreed upon items as well as a copy of the fiscal impact statement referenced in the Workforce/Compensation chapter of my budget to assist in Council's review of the document. The items will take effect for the first time in FY2024 and have a fiscal impact in FY2024.

ME;jh

Enclosure

cc: Richard S. Madaleno, Chief Administrative Officer, Office of the County Executive
Traci Anderson, Director, Office of Human Resources
Jennifer Bryant, Director, Office of Management and Budget
Jennifer Harling, Chief Labor Relations Officer, Office of Labor Relations
John Markovs, County Attorney, Office of the County Attorney

Summary of Proposed Labor Agreement with FOP Effective FY24

No.	Article	Subject	Summary of Change	Requires Appropriation of funds	Present or Future Fiscal Impact	Requires Legislative Change	Requires Regulation Change	Notes
1	2 (I)	Bereavement Leave	Increase bereavement administrative leave to 40 consecutive hours	No	Yes			Indeterminate
2	2 (I)	Administrative Leave	Provides for admin leave upon relief of police powers	No	None	No	No	
3	3 (A)(D)(E)	Agency Shop and Dues Check-off	Janus compliance for Agency Shop and Dues Check-off	No	None	No	No	
4	7 (F)	Communications Facilities	Provides language codifying FOP contract interpretation authority	No	None	No	No	
5	15 (N)	PSB OT	Expands PSB OT to District Investigative Section	No	None	No	No	
6	24 (C)	Insurance Coverage and Premiums	Provides for only one standard Rx option. Eliminates high option Rx plan.	No	None	No	No	
7	27 (F), 72 (A)	Body Worn Cameras	Requires Body worn Cameras for Secondary Employment while uniformed	No	None	No	No	
8	30 (A)	Uniforms and Equipment	Provides for 2 polos and 2 shirts	Yes	Yes	No	No	See Fiscal Impact Statement
9	30 (A), Appx I	Uniforms and Equipment	Provides for a high visibility jacket with liner	Yes	Yes	No	No	See Fiscal Impact Statement
10	30 (B)	Equipment	Provides for 5 pound handgun triggers	No	None	No	No	
11	31	Reopener	Requires a contract reopener if the legislation agreed to in Article 57 is not enacted	No	None	No	No	
12	35 (O)	Replacement of Vehicles	Add units to the list of units with fleet vehicles.	No	None	No	No	
13	35 (B)	Use of County Vehicles outside County	Expands use of PPV vehicles to within 10 miles of County border	Yes	Yes	No	No	See Fiscal Impact Statement
14	36 (A)	Wages	Provides for a 4% wage increase in July 2023, a 3% increase in January 2024, a 3.5% increase in July 2024, a \$1,500 lump sum payment, and hiring bonuses.	Yes	Yes	No	No	See Fiscal Impact Statement
15	41 (A)	Shift Differential	Increases evening differential to \$2.00 and midnight to \$4.25	Yes	Yes	No	No	See Fiscal Impact Statement
16	43	Discipline	Updates to be compliant with state and county law	No	None	No	No	
17	44 (C)	Acting Pay	Provides acting pay after one week, strikes two consecutive work week period qualification	No	Yes			Indeterminate
18	47	Duration	Sets forth 2 year contract	No	None	No	No	
19	57 (Y)	Retirement	Removes age qualification for DROP. Increases multiplier to 2.6 of average final earning up to 25 years and 2.4 from 25 years to 34 years.	Yes	Yes	Yes	No	See Fiscal Impact Statement
20	72	Random Review	Outlines body worn camera video random review sampling	No	None	No	No	
21	Appx A	Blood Alcohol	Updates blood/alcohol threshold from .10 to .08 to be compliant with state law	No	None	No	No	
22	Appx G (IX)	Physical Agility Assessment	Implements a physical agility assessment to comply with state law	No	None	No	No	
23	Academy Rules (VIII)	Testing Remediation	Allow for additional remediation opportunities	No	None	No	No	
24	MOA	Centralized Traffic Vehicles	Provides for slick tops and ghost graphics vehicles	Yes	Yes			See Fiscal Impact Statement
25	MOA	Multilingual	Outlines process to develop multilingual recertification standards. Increases multilingual pay by \$1.00/hr after recertification is complete.	Yes	Yes	No	No	See Fiscal Impact Statement
26	MOA for 35 (F)	Unmarked Vehicles	Add Units to the list for unmarked vehicle assignments	No	None	No	No	

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

<u>Article</u>	<u>Item</u>	<u>Description</u>	<u>FY24</u>	<u>Annual Cost Beyond FY24</u>	<u>Estimated # affected***</u>
5	Tech Pay	Increase in Multilingual Pay of \$1.00 per Hour upon Successful Completion of Recertification	\$205,633	\$357,266	
28	Service Increments	Service Increment of 3.5 Percent for Eligible Employees	\$953,829	\$1,611,355	471
28	Longevity	Longevity Step Increase of 3.5 Percent for Eligible Employees	\$85,046	\$262,668	63
30	Uniforms and Equipment	Adjustments to Clothing Issued to Include Shirts and Jackets	\$675,151	-\$48,976	1,092
35	Vehicles	Increase to Personal Patrol Vehicle out-of-County Mileage	\$944,362	\$944,362	
	Vehicles	Marking for Certain Vehicles	\$116,800	\$0	
36	Wages	Recruitment Bonus for New Recruits and Lateral Entries	\$408,000	\$938,400	51
36	Wages	Lump Sum Payment of \$1,500 in January 2024 for Eligible Employees	\$1,631,874	\$0	1,092
36	Wages	4.0 and 3.0 Percent General Wage Adjustment in July 2023 and January 2024, Respectively	\$6,696,703	\$8,929,607	1,092
41	Shift Differential	Increase Shift Differential from \$1.42/\$1.87 to \$2.00/\$4.25 for Eligible Employees	\$1,309,751	\$1,309,751	
57	Retirement	Social Security Benefit Age Adjustment to Pension Calculation	\$1,220,578	\$0	1,092
Total			\$14,042,094	\$13,947,167	1,092

Police Uniformed Management Pass-Through Estimates**

<u>Item</u>	<u>Description</u>	<u>FY24</u>	<u>Annual Cost Beyond FY24</u>	<u>Estimated # affected***</u>
Wages	4.0 and 3.0 Percent General Wage Adjustment in July 2023 and January 2024, Respectively	\$469,713	\$626,405	50
Wages	\$1,500 Lump Sum Payment in lieu of Pay for Performance in July 2023	\$80,738	\$0	50
Total		\$469,713	\$626,405	50

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

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

**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 sq., of the Montgomery County Code for the term July 1, 2023 through June 30, 2025. As a result of those negotiations, the Employer and the Union agree that the Collective Bargaining Agreement shall be amended according to the terms set forth below.

Please use the following key when reading this agreement:

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

The parties agree to amend the contract as follows:

* * *

Article 2 Administrative Leave

* * *

Section I. In addition, administrative leave shall be granted to:

* * *

2. A full-time or part-time employee shall be granted paid leave for 40 hours [3] consecutive [workdays] in the event of a death in the immediate family as defined as follows:

Parent, step-parent, spouse, brother or sister, child or stepchild, grandparent, grandchild, domestic partner, and legal guardian; Domestic partner's parent, step-parent, grandparent, and grandchild; Spouse's parent, step-parent, grandparent, and grandchild; or any other relative living with the employee at the time of death. In extenuating circumstances the chief administrative officer may approve administrative leave for other relatives. [See Side Letter: *June 20, 2001.*]

[In addition, an employee who must travel more than 250 miles one way from their residence in connection with a death in the immediate family is entitled to an additional consecutive workday of leave.]

* * *

4. An employee who is relieved of police powers [in excess of 90 days] pending (excludes employees who are suspended for alleged commission of a felony):
 - a. An investigation of incidents or charges, or
 - b. Removal.

* * *

Article 3 Agency Shop and Dues Check-off

Section A. The provisions of Article 3 shall be applied in a manner consistent with the PLRA and federal law, as membership is not a condition of employment. Bargaining unit employees covered by this agreement may elect to become a member by paying membership dues.¹ [It shall be a continuing condition of employment with the County that employees covered by this Agreement: 1) shall become and remain members of the FOP in good standing to the extent of paying the FOP membership dues, or 2) in the alternative an employee shall be required to pay a service fee in the amount of twelve dollars (\$12.00) biweekly for a total of three hundred twelve dollars (\$312.00) per year for the duration of this contract.] In order to remain a member in good standing, employees shall pay the FOP membership dues. Such biweekly payments shall be deducted by the County. [In the event of an FOP dues increase, the service fee may be increased on July 1 of any year of this Agreement upon sixty (60) days advance notice to the County. The increase shall not exceed the new dues amount.] The FOP is responsible for certifying in writing all dues increases and the correct amount to be deducted for each bargaining unit member.

* * *

Section D. Voluntary Check-off. Upon receipt of a written authorization from a member of the bargaining unit in the form attached hereto, the County shall, pursuant to such authorization, deduct from the wages due each pay period, the amount of FOP dues or the fee set forth in this Article. The FOP will notify the Employer whenever a bargaining unit employee changes their membership status.

The Employer shall provide a voluntary check-off for voluntary political contributions from employees and shall make every reasonable effort to remit same to Lodge 35 on a biweekly basis. Any voluntary check-off form provided by Lodge 35 shall be in compliance with federal and state election law requirements. The County will remit the amounts deducted to FOP at its mailing address pursuant to procedures now in effect.

Section E. The County shall be relieved from making check-off deductions upon a bargaining unit member's (a) termination from employment, (b) transfer to a job outside of the Department of Police, (c) transfer to a job outside the bargaining unit, (d) layoff from work, (e) authorized leave of absence, or (f) revocation of the check-off authorization in accordance with its terms.

* * *

¹ As a result of the United States Supreme Court decision in *Janus v. AFSCME*, Council 31, 138 S. Ct. 2448, 201 L.Ed.2d 924 (2018) and subsequent action by the Montgomery County Council (Bill 35-19, Montgomery County Code § 33-78), the following language is not currently enforceable: "It shall be a continuing condition of employment with the County that employees covered by this Agreement: 1) shall become and remain members of the FOP in good standing to the extent of paying the FOP membership dues, or 2) in the alternative an employee shall be required to pay a service fee in the amount of twelve dollars (\$12.00) biweekly for a total of three hundred twelve dollars (\$312.00) per year for the duration of this contract."

Article 7 Communications Facilities

* * *

Section F. Contract Interpretation. The only persons qualified to interpret this Agreement on behalf of the Union shall be the President or his designee. The Union shall notify the Employer in writing of the names of the designees within 30 days of the effective date of this Agreement.

* * *

Article 15 Hours and Working Conditions

* * *

Section N. Overtime Callback Lists.

1. There shall be two lists [which] that are used by department designee(s) to fill unit staffing shortages on an overtime basis. Employees who are in the rank of MPO and below will be placed on one list. Sergeants will be placed on a second list. A “group page” callback list will be maintained in units with employees [who have] with specialized skills, training, or expertise (i.e., K9, ERT, CRU) to facilitate an immediate response to a call back request. Group paging refers to an electronic message sent out simultaneously to a designated group. For the purposes of “paging”, the designated groups will be equitably rotated in lieu of seniority. If a page does not result in a response from a sufficient number of officer(s) from the designated group, the next group may be paged until a sufficient number of officer(s) respond.
2. A sign-up list shall be circulated within a unit at the beginning of every fiscal year quarter (January, April, July, and October) so that interested eligible employees may voluntarily sign up so that they can be contacted regarding overtime callback work. Volunteers will then be placed on the list that is appropriate for their rank.

* * *

10. [Employees who are assigned to a district during a quarter shall be immediately eligible to be placed on the overtime callback list.] If the Patrol Services Bureau is unable to staff overtime details or overtime callback details within their own bureau, the employer may offer the overtime opportunities to bargaining unit members assigned to District Investigative Sections (of the district where the overtime opportunity originated).

* * *

Article 24 Insurance Coverage and Premiums

* * *

Section C. Prescription Drug Plan. Effective January 1, [2009] 2024, the County shall provide [prescription plans (Prescription Drug Plan - \$5/\$10 co-pays and Modified Prescription Drug Plan Option - \$10/\$20/\$35 co-pays with a \$50 deductible)] one prescription plan, the Standard Prescription Drug Plan Option (\$10/\$20/\$35 co-pays with a \$50 deductible), for all active employees. Employees who select the [Modified Plan Option] Standard Plan Option shall pay 20% of the cost of the Modified Prescription Drug Plan Option. The Employer shall pay the remaining 80% of the [Modified Prescription Drug Plan Option] Standard Plan Option. [For employees who select the Prescription Drug Plan, the employer shall pay 80% of the total premium cost of the Modified Prescription Drug Plan Option and the employee shall pay the remainder of the prescription drug plan premium.]

* * *

Article 27 Secondary Employment

* * *

Section F. Additional Restrictions - Uniform Secondary Employment

* * *

15. Bargaining unit members are required to use the BWCS while working secondary employment in accordance with the Departments BWCS policy under the following circumstances:

- a. Bargaining unit members working uniformed secondary employment.
- b. Bargaining unit members working non-uniform secondary employment, wearing the outer vest carrier predominately displaying the badge during the majority of the secondary employment hours.

If the secondary employer does not consent to the use of the BWCS, the secondary employment may not be worked in uniform. (Private property only)

Any bargaining unit member directed by the County to undertake any task related to the BWCS use while off-duty will be compensated under Article 15 Section E of the collective bargaining unit.

Video recorded during secondary employment will not be included in the sampling in random review pursuant to Article 72 Section I.

* * *

Article 30 Uniforms and Equipment

* * *

Section B. 9mm Semi-Automatic Weapons.

* * *

4. Effective July 1, 2023, consistent with the July 29, 2014, recommendation of the Article 32 Joint Health and Safety Committee (JHSC) for handguns, the employer shall no longer require duty handguns, nor approved off-duty handguns, to have 8 pound triggers. The standard manufacture trigger, not less than 5 pounds, will be acceptable for all handguns agreed upon as authorized for off-duty or on duty use.

* * *

Section S. Polos Short Sleeves and Long Sleeve Uniform Shirts. The Employer will issue 2 (two) polo short sleeves and 2 (two) long sleeves uniform shirts (will be added to Appendix I) subject to the recommendation by the Joint Health and Safety Committee (JHSC). The JHSC will test, analyze, and select the manufacturer for supplying the duty polo shirt by August 1, 2023. Thereafter, the FOP JHSC chair will select 17 bargaining unit members to participate in a 60 day testing of various polo shirt manufacturers. At the conclusion of the testing period, the prevailing manufactured shirt selected by the testers will be the duty polo shirt.

The following adjustments will also be made to Appendix I:

± 2 Black Sweaters

§ 6 Long sleeve black shirts

§ 6 Short sleeve black shirts

* * *

Section T. High-Visibility Jackets. All members assigned to the Traffic Operations Division (TOD) will be issued a high-visibility jacket with liner. These are the same jackets/liners that the Central Motors Unit and the Collision Reconstruction Unit/Decentralized CRU currently are issued.

All members of the bargaining unit will be issued a high-visibility Gore-Tex liner in lieu of the lightweight black duty jacket.

* * *

Article 31 Reopener

* * *

Section F. Reopener Matters.

Should the county council fail to enact any legislation agreed to in Article 57 of this agreement, the parties shall reopen on additional cash compensation and/or retirement within 30 days of the rejection of the legislation.

* * *

Article 35 Vehicles

* * *

Section B. Restrictions.

1. Vehicles assigned to unit members whose domicile is in Montgomery County shall be defined as PPVs and be full-use vehicles. All benefits, rules and regulations which apply to PPVs shall apply to these vehicles within [five (5)] ten (10) miles of the County's borders. All benefits, rules, and regulations which apply to PPV's shall apply to these vehicles. Unit members whose domicile is within [five (5)] ten (10) 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 borders 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. The parties agree, Article 35, Section B.1., shall be amended upon full implementation.]
2. Vehicles assigned to unit members who do not reside in Montgomery County may be used in the same manner as unit members who reside in Montgomery County, so long as such use (except as otherwise provided in this Agreement) is confined within the borders of Montgomery County. Vehicles assigned to unit members who do not

reside in Montgomery County will be parked in Montgomery County at the location of the officer's duty assignment, a district station or 24-hour police facility, a 24-hour fire station [(except Hyattstown)], a secure federal facility if allowed by the facility, or other secure facility mutually agreed upon by the parties.

* * *

Section O. Replacement of Vehicles.

1. Except as provided in paragraph 2 of this section, when an officer becomes eligible for the PPV/SOFV program, the officer's initially issued PPV/SOFV may be a used vehicle. There is no requirement that an initial issue PPV/SOFV be a new vehicle. However, the more senior officer (Article 12) has choice of available vehicles. [Previous side letter dated March 15, 1996 merged into agreement]
2. When an officer who has a PPV/SOFV is assigned to one of the below listed units, the officer will turn in his/her PPV/SOFV to the Department's Fleet Manager and use one of the assigned unit vehicles as their PPV/SOFV.
 - a. SID
 - b. SWAT
 - c. SAT
 - d. Forensic Services
 - e. School Safety
 - f. Personnel-Recruiters
 - g. Canine
 - h. PCAT unmarked vehicles
 - i. [Other units where the car is uniquely equipped for use in that assignment] Sex Offender Registry Unit (SVID)
 - j. Central Traffic (slick top marked cruisers)
 - k. Alcohol Initiatives Unit
 - l. Collision Reconstruction Unit
 - m. Emergency Services Unit (ESU)
 - n. Managed Search Operations (MSOT)
 - o. District DCAT Sergeants
 - p. Commercial Vehicle Unit (CVU)
 - q. Other units where the car is uniquely equipped for use in that assignment

* * *

Article 36 Wages

Section A. Wages

* * *

Effective the first full pay period after July 1, 2023, each unit member shall receive a general wage adjustment of four percent (4%). Effective the first full pay period after January 1, 2024, each unit member shall receive a general wage adjustment of three percent (3%).

Effective the first full pay period following January 1, 2024, each unit member shall receive a \$1,500 lump sum payment. This payment will be made in one lump sum, by separate check. The 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 payments are not considered "regular earnings" for retirement/life insurance purposes and employees will not receive any retirement/life insurance benefits based on this payment. Members will not be required to contribute toward their retirement for this payment.

Year 2. Effective the first full pay period after July 1, 2024, each unit member shall receive a general wage adjustment of three and one-half percent (3.5%).

* * *

Section D. Salary of Police Officer Candidates. Effective the first full pay period following July 1, 2001, the pay rate of POC will be 5% less than that of POI. However, at its discretion, management may increase POC pay to the PO I level.

1. Hiring Bonus for Police Officer Candidates. Effective July 1, 2023 until June 30, 2025, POC's will be eligible for a hiring bonus in an amount up to \$20,000. The parties will evaluate the effectiveness of the bonus program every 6 (six) months. The hiring bonus will be rewarded after successful completion of the following milestones:
 - a. 10%- First day of county employment
 - b. 30%- Completion of Field Training Program
 - c. 30%- Completion of probationary period
 - d. 30%- 3 years from date of hire

* * *

Section F. Lateral Entry.

* * *

2. Hiring Bonus. Effective July 1, 2023 until June 30, 2025, lateral and comparative compliance candidates will be eligible for a hiring bonus in an amount up to \$20,000. The parties will

evaluate the effectiveness of the bonus program every 6 (six) months. The hiring bonus will be rewarded after successful completion of the following milestones:

- a. 10%- First day of county employment
- b. 30%- Completion of Field Training Program
- c. 30%- Completion of probationary period
- d. 30%- 3 years from date of hire

- [2] 3. Compensation for Current Bargaining Unit Members. The formula for providing the special within-grade advancement for eligible bargaining unit members will be based on one additional 3.5 percent step for each year of qualifying experience, up to a maximum of 5 years of qualifying experience (5 steps).

The calculation for the special within grade salary advancement for a current eligible bargaining unit member will be based on the employee's length of eligible prior police/law enforcement experience, his/her actual employment date with the Montgomery County Department of Police, and the effective date of this agreement.

Computations for the special salary adjustment for current bargaining unit employees will include the period of April 11, 1994 through April 11, 1999, with April 11, 1999 being the designated effective date of this agreement.

Increment steps to recognize prior qualifying experience will only be awarded in 3.5 percent increments. Partial years of qualifying service will be rounded up or down for purposes of compensation (service) credit.

The number of annual increment step adjustments received since April 11, 1994 by an eligible bargaining unit employee, will be deducted from the total number of special step adjustments the employee would have received had this program been in effect at the time of his/her appointment.

All salary adjustments are effective April 11, 1999. There will be no retroactive pay or benefit for any period of time or experience prior to the designated program effective date.

This program does not provide for the lateral transfer of rank, rights, or seniority.

- [3] 4. Responsibility for program administration. The Police Personnel Division will be responsible for the administration of the lateral entry program.

The Police Personnel Division will identify all current bargaining unit members that have been employed since April 11, 1994, in order to determine eligibility for a special salary adjustment based on qualifying prior police/law enforcement experience.

The Police Personnel Division will be responsible for computing and submitting all required documentation for the initiation of the special salary adjustment for all eligible bargaining unit members.

The Police Personnel Division will provide the FOP and all current eligible bargaining unit members with a copy of the compensation tracking form (Form 85A- See Attached) utilized for the compensation calculation.

- [4] 5. Effective Date. Notwithstanding the provisions of Section F, for employees hired during Fiscal Year 2011, the County at its option may suspend in Fiscal Year 2011 only, the

requirement that within-grade advancement will be based on one additional 3.5 percent step for each year of qualifying experience.

* * *

Article 41 Shift Differential

Section A. Amount. Effective the first full pay period following July 1, [2013] 2023, officers shall receive [one dollar and forty-two cents (\$1.42)] two dollars (\$2.00) 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)] four dollars and twenty-five cents (\$4.25) for each hour worked on a shift that begins on or after 8:00 p.m. and before 5:59 a.m.

* * *

Article 43 Discipline

(NOTE: This Article is currently suspended for police officers due to the provisions of the Maryland Police Accountability Act, Public Safety, Md. Code Ann. §§ 3-101-114, et seq.)

* * *

Article 44 Promotions

* * *

Section C. Temporary Promotion/Assignment to Higher Classified Job. Unit members who are temporarily assigned or promoted to a higher classified job for a period of more than [two] one (1) [consecutive] work week ([i.e. 8, 9, and 10] four (4) or five (5) consecutive work days depending upon schedule) shall receive the rate of pay of the higher classified job retroactive to the first day the unit member assumed the higher position. A memo of temporary promotion at the higher classified job will be transmitted to the Police Personnel Division and the FOP within two (2) business days once the department knows the unit member will be acting in the higher classified job. [See MOA: April 2005 Reference Temporary Promotions]

* * *

Article 47 Duration of Contract

The duration of this agreement shall be [three] two years, become effective July 1, [2020] 2023, and terminate on June 30, [2023] 2025.

* * *

Article 57 Retirement

* * *

Section Y. The Employer shall submit legislation to the County Council on or before September 1, 2023 to amend Montgomery County Code, Chapter 33, Article II to provide for the revisions infra.

Amend section 33-38A to read as follows:

(I) Eligibility. A Group F member who has reached their normal retirement date may participate in the DRSP/DROP.

Amend section 33-42 (b)(2)(D) to read as follows:

(i) From date of retirement to the month of attainment of the highest Social Security retirement benefit age (Currently age 70): 2.4 of average final earnings multiplied by years of credited service up to a maximum of 36 years, including sick leave credits. Credited service of less than one full year must be prorated. The maximum benefit with the application of sick leave credits must not exceed 86.4% of average final earnings. Effective January 1, 2025, the multiplier will increase to 2.6 of average final earnings multiplied by years of credited service up to 25 years, and 2.4 of average final earnings multiplied by years of credited service from 25 years to a maximum of 34 years, including sick leave credits.

(ii) From the month the member reaches the highest Social Security benefit age (Currently age 70): 1.65% of average final earnings up to the maximum of 36 years, including sick leave credits, up to the Social Security maximum covered compensation in effect on the date of retirement, plus 2.4% of average final earnings above the Social Security maximum covered compensation in effect on the date of retirement, multiplied by years of credited service up to a maximum of 36 years, including sick leave credits. Years of credited service of less than one full year must be prorated. The County must increase this initial amount by the cost-of-living adjustments provided under Section 33-44(c) for the period from the member's date of retirement to the month in which the member reaches the highest Social Security retirement benefit age (Currently age 70). Effective January 1, 2025, the multiplier will increase to 1.8% of average final earnings up to a maximum of 25 years, and 1.65% of average final earnings for more than 25 years to a maximum of 34 years, including sick leave credit, up to the Social Security maximum covered compensation in effect on the date of retirement, plus 2.6% of average final earnings above the Social Security maximum covered compensation in effect on the date of retirement multiplied by years of credited service up to 25 years, and 2.4 of average final earnings above the Social Security maximum covered compensation in effect on the date of retirement multiplied by years of credited service from 25 years to a maximum of 34 years, including sick leave credits.

The parties will amend (ii) above to include the appropriate formula adjustment for the multiplier of 2.6% to be included in the legislation submitted to Council.

* * *

Article 72 Body Worn Camera System

Section A. A Body-worn Camera means a device worn on the person of a law enforcement officer that is capable of recording video and intercepting oral communications. This article applies to any Body Worn Camera System (BWCS). All recordings and recording devices will be used for official business [only] and/or during secondary employment (while in uniform) in accordance with Article 27 of this agreement. Use of the BWCS will comply with all applicable laws and this agreement. Neither this agreement nor any use of BWCS shall be construed as a waiver of any constitutional, statutory, civil, or other legal right by any unit member.

* * *

Section I. Mandatory Random Review (Montgomery County Code Sec. 35-9(c))

1. Mandatory random review means a periodic reviewing of videos, at regular intervals, statistically valid samples of videos, in which each video has an equal opportunity of being chosen for review.
2. On a monthly basis, the referenced sampling will consist of videos uploaded within 60-days prior to the month of review.
3. A recording made by a bargaining unit member may be randomly reviewed for:
 - a. Employee compliance with legal requirements and Department policy;
 - b. Employee performance; and
 - c. Consistency between employees' written reports and recordings.
4. Any use of randomly reviewed video by the employer regarding employee performance shall comply with Section D of this Article
5. The employer will provide the FOP on a monthly basis, a detailed report of all videos randomly reviewed, to include, the date, time, bargaining unit members name whose video was reviewed and the person who conducted the random review.

Randomizer computer software will be utilized to select body worn camera videos for sampling with a 95% confidence level of data and a 5-point margin of error.

* * *

APPENDIX A Prevention of Substance Abuse/Employee Rehabilitation Procedure, Amended

* * *

Policy

* * *

- 3.1 Employees must not consume alcohol while at work or on duty. Employees must not

be impaired by, or under the influence of, alcohol while at work, on County property, or on duty. For the purpose of this procedure, impairment shall be indicated by a blood alcohol concentration of .05%, and under the influence shall be indicated by a blood alcohol concentration of [.10%] .08%. Employees who are required to maintain a commercial driver's license as a condition of employment must meet the standards for alcohol stated in § 3.2

* * *

APPENDIX G MEDICAL EXAMINATION

* * *

IX. Physical Agility Assessment

- (A) Bargaining unit members will participate in an annual physical agility assessment as it relates to certification as a police officer in the state of Maryland pursuant to state law. The employer will notify and schedule employees for the physical agility assessment.
- (B) The physical agility assessment will consist of the following:
- 1) Climb over floor mats stacked approximately but no higher than 4 feet high, to demonstrate the ability to climb over a barrier.
 - 2) Pull/drag a dummy weighing 150lbs for 15 feet.
 - 3) Run 300 feet on a flat surface
 - 4) Traverse up and down two flights of stairs (approximately 26 steps up and 26 steps down totaling approximately 52 steps)
- (C) Bargaining unit members on a light, limited, or chronic duty status, within their limitations as defined by their medical restrictions, will attempt the physical agility assessment.
- (D) Upon completion, the department head (or designee) must attest in writing that each officer has the physical ability to carry out the officer's assigned duties.
- (E) Clothing worn during the physical agility assessment shall be at the option of the Bargaining Unit Member.
- (F) Regarding bargaining unit members assigned to the centralized and de-centralized Tactical Team, the parties agree to seek approval of their current physical fitness test in lieu of the physical agility assignment outlined above.
- (G) Bargaining unit members who fail to submit to the physical agility assessment by June 30th of each calendar year will be ineligible for initial certification and for re-certification.

(H) All documentation pertaining to the physical agility assessment shall be kept in the bargaining unit members medical file pursuant to Article 51 section B.2.

* * *

APPENDIX I Issued Clothing and Equipment

* * *

CATEGORY: All Sworn

* * *

[1] 2 Black Sweaters

* * *

[8] 6 Long sleeve black shirts

[8] 6 Short sleeve black shirts

* * *

1 High Visibility Gore-Tex liner (The high visibility Gore-Tex liner will replace the lightweight black duty jacket)

* * *

CATEGORY: Traffic Operations Division

1 High Visibility Blauer reflective rain jacket with liner

* * *

Tentative Agreement

November 6, 2022

Entrance Level Training Rules and Regulations

* * *

VIII. ACADEMIC STANDARDS

* * *

An Officer Candidate will be recommended for termination from entrance level training for academic failure, due to the following:

1. Failure to pass a critical area make-up test.
- [2. Three (3) failures of tests in the critical areas]

* * *

Side Letter – Article 43

January 27, 2023

As agreed to in the most recent contract negotiations, In the event that, during the term of this Agreement, the County issues a new directive or rule, or changes any policy, with regard to any provisions currently covered under Article 43, the FOP agrees in this limited instance to waive any claim that the action is barred by the second sentence in Article 61A. This limited waiver expressly does not prohibit the FOP from challenging the action under the remainder of Article 61, the Agreement or under law.

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

Centralized Traffic Vehicles

The parties agree to the following regarding Centralized Traffic Unit Vehicles:

1. All vehicles will be marked and equipped with the agreed upon and approved interior patrol light package including an exterior spot light. (See JHSC memo)
2. Ten (10) vehicles will be stickered with the agreed upon and approved county police decals using “ghost graphics” including rear reflective sticker. and equipped with the agreed upon and approved interior patrol light package including an exterior spotlight. (See JHSC memo’s)
3. These ten (10) “ghost graphic” vehicles shall be treated as unmarked vehicles per the collective bargaining agreement.
4. The employer will make every effort to issue unit vehicles by January 1, 2024.
5. Both unit sergeants shall be issued a “ghost graphic” vehicle. Four (4) ghost graphic vehicles will issued to daywork units. Four (4) ghost graphic vehicles will issued to evening units. Within the shifts, vehicles will be issued by unit seniority (continuous time in unit).

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

Multilingual Pay

The parties agree that the County is establishing department-wide standards to ensure for effective translations and interpretations provided by Certified Multilingual Employees. This process includes in-depth job studies in partnership with departments and the County's language certification vendor, which has never been performed, and a recertification process for all multilingual employees currently in the program.

The parties agree to meet no later than May 31, 2023, to collectively develop and implement multilingual standards for the recertification process in accordance with existing multilingual certification designations. The parties will work collectively to establish dates and times to complete the first recertification. The recertification will only take place once the parties agree to the standards for recertification. The first recertification will begin as soon as practicable but no more than 3 months after development of standards. Upon unit completion of the first recertification, multilingual pay will increase \$1.00 per hour for each certification level. The recertification process will occur every five (5) years.

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

Vehicles

Fraternal Order of Police, Lodge35, Inc ("FOP"), and Montgomery County, Maryland ("Employer"), agree that the Collective Bargaining Agreement for the years June 30, 2020 through June 30, 2023 shall be amended to reflect a mutually agreed upon change to Article35, Section F Program Eligibility paragraph 4 by adding to the language letters O. District Traffic Complaint Officer (1 per district), P. Crisis Response Support Section Officers (CIT). This agreement shall be appended to the current term agreement and shall take effect upon the date it is signed.

Article 35 Vehicles

* * *

Section F. Program Eligibility.

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.
 - a. Investigative Services Bureau
 - b. Management Services Bureau (except recruiters)
 - c. Special Assignment Teams
 - d. Tactical Section
 - e. Internal Affairs Division
 - f. Public Information Division
 - g. District Court Liaison [See MOA: *March 26, 2008.*]
 - 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 (MSOT)
 - l. Emergency Services Unit (ESU)
 - m. Alcohol Initiatives Unit (AIU)

- n. Collison Reconstruction Unit (CRU)
- o. District Traffic Complaint Officer (1 per district)
- p. Crisis Response Support Section Officers (CIT)

* * *

IN WITNESS WHEREOF, the parties hereto have caused their names to be subscribed by their duly authorized officers and representatives as of the dates indicated below.

Fraternal Order of Police
Montgomery County Lodge 35

Montgomery County Government
Montgomery County, Maryland



Torrie Cooke
Chief Negotiator

April 6, 2023
Date



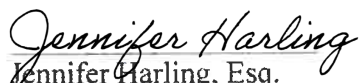
Marc Elrich
County Executive

4/6/2023
Date



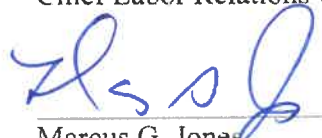
Lee Holland
President

4-6-2023
Date



Jennifer Harling, Esq.
Chief Labor Relations Officer

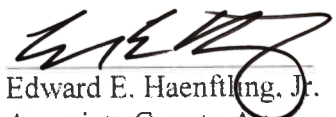
4/6/2023
Date



Marcus G. Jones
Chief of Police

4-6-2023
Date

Approved for form and legality by:



Edward E. Haenfling, Jr.
Associate County Attorney

4/6/2023
Date

**MONTGOMERY COUNTY GOVERNMENT
POLICE BARGAINING UNIT UNIFORM SALARY SCHEDULE
FISCAL YEAR 2024**

EFFECTIVE JULY 2, 2023

GWA: 4% INCREASE

STEP	YEAR	PO I (P1, P2)	PO II (P3)	PO III (P4)	MPO (P5)	SGT (A1)
0	1	\$62,676	\$65,811	\$69,102	\$72,558	\$79,815
1	2	\$64,872	\$68,117	\$71,522	\$75,097	\$82,608
2	3	\$67,142	\$70,498	\$74,027	\$77,730	\$85,500
3	4	\$69,491	\$72,967	\$76,618	\$80,447	\$88,492
4	5	\$71,923	\$75,522	\$79,299	\$83,266	\$91,592
5	6	\$74,445	\$78,167	\$82,078	\$86,181	\$94,797
6	7	\$77,052	\$80,904	\$84,949	\$89,197	\$98,117
7	8	\$79,747	\$83,734	\$87,921	\$92,319	\$101,550
8	9	\$82,540	\$86,665	\$91,002	\$95,550	\$105,106
9	10	\$85,427	\$89,700	\$94,186	\$98,896	\$108,785
10	11	\$88,418	\$92,841	\$97,484	\$102,359	\$112,592
11	12	\$91,516	\$96,090	\$100,897	\$105,942	\$116,533
12	13	\$94,718	\$99,451	\$104,428	\$109,649	\$120,612
13	14	\$98,036	\$102,936	\$108,084	\$113,488	\$124,833
15 YEAR LONGEVITY (3.5%)	16+	\$101,467	\$106,539	\$111,867	\$117,461	\$129,202
17 YEAR LONGEVITY (3.5%)	18+	\$105,018	\$110,267	\$115,782	\$121,572	\$133,724
20 YEAR LONGEVITY (3.5%)	21+	\$108,694	\$114,126	\$119,835	\$125,826	\$138,405

FY24 Notes:

1) Police Officer Candidate (P1) salary starts at the PO I - Step 0, but may be higher based on lateral transfer experience.

**MONTGOMERY COUNTY GOVERNMENT
POLICE BARGAINING UNIT UNIFORM SALARY SCHEDULE
FISCAL YEAR 2024**

EFFECTIVE JANUARY 14, 2024

GWA: 3% INCREASE

STEP	YEAR	PO I (P1, P2)	PO II (P3)	PO III (P4)	MPO (P5)	SGT (A1)
0	1	\$64,556	\$67,785	\$71,175	\$74,735	\$82,209
1	2	\$66,818	\$70,161	\$73,668	\$77,350	\$85,086
2	3	\$69,156	\$72,613	\$76,248	\$80,062	\$88,065
3	4	\$71,576	\$75,156	\$78,917	\$82,860	\$91,147
4	5	\$74,081	\$77,788	\$81,678	\$85,764	\$94,340
5	6	\$76,678	\$80,512	\$84,540	\$88,766	\$97,641
6	7	\$79,364	\$83,331	\$87,497	\$91,873	\$101,061
7	8	\$82,139	\$86,246	\$90,559	\$95,089	\$104,597
8	9	\$85,016	\$89,265	\$93,732	\$98,417	\$108,259
9	10	\$87,990	\$92,391	\$97,012	\$101,863	\$112,049
10	11	\$91,071	\$95,626	\$100,409	\$105,430	\$115,970
11	12	\$94,261	\$98,973	\$103,924	\$109,120	\$120,029
12	13	\$97,560	\$102,435	\$107,561	\$112,938	\$124,230
13	14	\$100,977	\$106,024	\$111,327	\$116,893	\$128,578
15 YEAR LONGEVITY (3.5%)	16+	\$104,511	\$109,735	\$115,223	\$120,985	\$133,078
17 YEAR LONGEVITY (3.5%)	18+	\$108,169	\$113,575	\$119,255	\$125,219	\$137,736
20 YEAR LONGEVITY (3.5%)	21+	\$111,955	\$117,550	\$123,430	\$129,601	\$142,557