



Committee: Directly to Council
Committee Review: N/A
Staff: Christine Wellons, Senior Legislative Attorney
Purpose: Final action – vote expected

AGENDA ITEM #3A
November 14, 2023
Action

SUBJECT

Expedited Bill 39-23, OPT/SLT Bargaining Units – Pension Multipliers - Corrections for Group E and J Members

Lead Sponsor: Council President Glass at the request of the County Executive

EXPECTED ATTENDEES

Jennifer Harling, Chief Labor Relations Officer (invited)
Corey Orlosky, Special Projects Manager, Office of Management and Budget (invited)

COUNCIL DECISION POINTS & COMMITTEE RECOMMENDATION

- Roll call vote on whether to enact Bill 39-23

DESCRIPTION/ISSUE

Expedited Bill 39-23 would:

- (1) amend Group E and Group J pension multipliers to correct a drafting error;
- (2) implement bargained terms regarding the multipliers; and
- (3) generally amend pension and retirement laws

SUMMARY OF KEY DISCUSSION POINTS

- Expedited Bill 39-23 would correct a drafting error that occurred in Bill in Expedited Bill 20-23, which was enacted to implement provisions of the negotiated Memorandum of Agreement between the Montgomery County Government and the Municipal & County Government Employees Organization, UFCW, Local 1994 (MCGEO).
- The fiscal effect of the bill is unchanged from the fiscal effect of the enacted Bill 20-23.

This report contains:

Staff Report	Pages 1-3
Expedited Bill 39-23	© 1
Legislative Request Report	© 7
Memorandum from OMB re: FIS	© 8
Economic Impact Statement	© 9
Racial Equity and Social Justice Impact Statement	© 12
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Memorandum of Agreement (MOA)	© 18

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M E M O R A N D U M

November 9, 2023

TO: County Council

FROM: Christine Wellons, Senior Legislative Attorney

SUBJECT: Expedited Bill 39-23, OPT/SLT Bargaining Units – Pension Multipliers -
Corrections for Group E and J Members

PURPOSE: Final action – motion and roll call vote expected

Expected Attendees

Jennifer Harling, Chief Labor Relations Officer (invited)
Corey Orlosky, Special Projects Manager, Office of Management and Budget (invited)

Expedited Bill 39-23, OPT/SLT Bargaining Units – Pension Multipliers - Corrections for Group E and J Members, sponsored by Council President Glass at the request of the County Executive, was introduced on October 17, 2023. A public hearing occurred on November 7, 2023. There were no public speakers.

Expedited Bill 39-23 would:

- (1) amend Group E and Group J pension multipliers to correct a drafting error;
- (2) implement bargained terms regarding the multipliers; and
- (3) generally amend pension and retirement laws.

Group E is the retirement plan for sworn deputy sheriffs and uniformed correctional officers. Group J is the retirement plan for public safety correctional staff (as designated by the Chief Administrative Officer).

BACKGROUND

The expedited bill is proposed by the County Executive to amend Group E and Group J pension multipliers to correct a drafting error in Expedited Bill 20-23, which was enacted to implement provisions of the negotiated Memorandum of Agreement between the Montgomery County Government and the Municipal & County Government Employees Organization, UFCW, Local 1994 (MCGEO).

As explained in the enclosed Legislative Request Report:

During collective bargaining with the United Food and Commercial Workers, Local 1994, Municipal and County Government Employees Organization (MCGEO), the parties agreed to various pension updates and enhancements. However, due to a drafting error, the final agreement between the parties reflected a pension multiplier change that was unintended, which will result in a reduction in benefits that does not reflect the parties' intent.

As explained by the Office of Management and Budget (OMB), the fiscal impact of Bill 39-23 is unchanged from the fiscal impact of the previously enacted Bill 20-23. The fiscal analysis of Bill 20-23 properly took into account the parties' intended multipliers under the MCGEO collective bargaining agreement.

BILL DESCRIPTION

Bill 39-23 would correct the pension multiplier for retirement Groups E and J in order to reflect the bargained-for intent of previously enacted Bill 23-20. For both Groups, the bill would correct a certain multiplier from 1.25 to 1.65 of average final earnings. *See* bill lines 13, 38, 68, and 93.

SUMMARY OF IMPACT STATEMENTS

Fiscal impact. OMB has explained: "This bill intends to correct an error in Bill 20-23E regarding OPT/SLT Bargaining Units, Pension and Retirement Adjustments. As indicated in the transmittal memo with this legislation, the fiscal impact statement associated with that Bill was based on the overall accurate set of assumptions. The drafting error correction will adjust the law to match bargaining intent between the parties as well as the original fiscal analysis performed on the changes. Therefore, the original fiscal impact statement remains accurate for the intended original changes to the Group E and Group J retirement plans."

Economic impact. The bill is anticipated to have an insignificant impact upon economic conditions in the County.

RESJ statement. The bill is anticipated to have a positive effect on racial equity and social justice.

Climate assessment. The bill is expected to have no effect on the County's contribution to climate change.

This packet contains:

Expedited Bill 39-23
Legislative Request Report
Memorandum from OMB re: FIS
Economic Impact Statement
Racial Equity and Social Justice Impact Statement

Circle

© 1
© 7
© 8
© 9
© 12

Climate Assessment
County Executive Memorandum
Memorandum of Agreement (MOA)

© 15
© 17
© 18

Expedited Bill No. 39-23
Concerning: OPT/SLT Bargaining Units –
Pension Multipliers – Corrections for
Group E and J Members
Revised: 10/12/2023 Draft No. 2
Introduced: October 11, 2023
Expires: December 7, 2026
Enacted: [date]
Executive: [date signed]
Effective: [date takes effect]
Sunset Date: [date expires]
Ch. [#], Laws of Mont. Co. [year]

COUNTY COUNCIL FOR MONTGOMERY COUNTY, MARYLAND

By: Council President at the Request of the County Executive

AN EXPEDITED ACT to:

- (1) amend Group E and Group J pension multipliers to correct a drafting error;
- (2) implement bargained terms regarding the multipliers; and
- (3) generally amend pension and retirement laws.

By amending

Montgomery County Code
Chapter 33, Personnel and Human Resources
Section 33-42

Boldface	<i>Heading or defined term.</i>
<u>Underlining</u>	<i>Added to existing law by original bill.</i>
[Single boldface brackets]	<i>Deleted from existing law by original bill.</i>
<u>Double underlining</u>	<i>Added by amendment.</i>
[[Double boldface brackets]]	<i>Deleted from existing law or the bill by amendment.</i>
* * *	<i>Existing law unaffected by bill.</i>

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

Sec. 1. Section 33-42 is amended as follows:

33-42. Amount of pension at normal retirement date or early retirement date.

* * *

(b) *Amount of pension at normal retirement date.*

* * *

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

* * *

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

* * *

(ii) From the month the member reaches Social Security normal retirement age: ~~[1.25]~~ 1.65 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 30 years plus sick leave credits, plus 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 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. 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 Social Security retirement age. Beginning July 1, 2024, from the month the member reaches the maximum Social Security retirement benefit age: [1.25] 1.65 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 30 years plus sick leave credits, plus 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 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. 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 maximum Social Security retirement benefit age.

* * *

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

* * *

(ii) From the month the member reaches Social Security normal retirement age: ~~[1.25]~~ 1.65 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 30 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. 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 Social Security retirement age. Beginning July 1, 2024, from the month the member reaches the maximum Social Security retirement benefit age: [1.25] 1.65 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 30 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

104 of retirement for each year of credited service of more
105 than 25 years, to a maximum of 30 years plus sick
106 leave credits. Years of credited service of less than
107 one full year must be prorated. Sick leave credits used
108 for years in excess of 25 years must be credited at 2
109 percent of average final earnings above the Social
110 Security maximum covered compensation in effect
111 on the date of retirement. The County must increase
112 this initial amount by the cost-of-living adjustments
113 provided under Section 33-44(c) for the period from
114 the member's date of retirement to the month in
115 which the member reaches the maximum Social
116 Security retirement benefit age.

117 * * *

118 **Sec. 2. Effective date.** The Council declares that this legislation is necessary
119 for the immediate protection of the public interest. This Act takes effect on the date
120 on which it becomes law.

LEGISLATIVE REQUEST REPORT

BILL: XX-23E

OPT/SLT – Pension multiplier corrections for Group E and J Members

DESCRIPTION:	This Bill will amend Section 33-42 of the Montgomery County Code to correct an error and implement the intent of the parties during term bargaining negotiations.
PROBLEM:	During collective bargaining with the United Food and Commercial Workers, Local 1994, Municipal and County Government Employees Organization (MCGEO), the parties agreed to various pension updates and enhancements. However, due to a drafting error, the final agreement between the parties reflected a pension multiplier change that was unintended, which will result in a reduction in benefits that does not reflect the parties' intent.
GOALS AND: OBJECTIVES:	To amend the County Code to implement negotiated provisions in the Collective Bargaining Agreement between United Food and Commercial Workers, Local 1994, Municipal and County Government Employees Organization, AFL-CIO and Montgomery County Government.
COORDINATION:	Office of Labor Relations Montgomery County Employee Retirement Plans
FISCAL IMPACT:	Office of Management and Budget
ECONOMIC: IMPACT	Office of Legislative Oversight
EVALUATION:	To be requested
EXPERIENCE: ELSEWHERE	Unknown
SOURCE OF: INFORMATION	Jennifer Harling, Office of Labor Relations
APPLICATION: WITHIN MUNICIPALITIES	N/A
PENALTIES:	N/A



OFFICE OF MANAGEMENT AND BUDGET

Marc Elrich
County Executive

Jennifer R. Bryant
Director

MEMORANDUM

September 25, 2023

TO: Christine Wellons, Senior Legislative Attorney
Montgomery County Council

FROM: Corey Orlosky, Special Projects Manager Corey Orlosky
Office of Management and Budget Corey Orlosky (Sep 25, 2023 1:52 EDT)

SUBJECT: Fiscal Impact Statement for Expedited Legislation, Amendments to Montgomery
County Code 33-42

On Sept 22, 2023, the packet for Expedited Bill XX-23E, OPT/SLT Bargaining Units – Pension and Retirement Adjustments was sent to the County Council. This bill intends to correct an error in Bill 20-23E regarding OPT/SLT Bargaining Units, Pension and Retirement Adjustments. As indicated in the transmittal memo with this legislation, the fiscal impact statement associated with that Bill was based on the overall accurate set of assumptions. The drafting error correction will adjust the law to match bargaining intent between the parties as well as the original fiscal analysis performed on the changes. Therefore, the original fiscal impact statement remains accurate for the intended original changes to the Group E and Group J retirement plans. No new fiscal impact statement is provided for this correction.

If you have any further questions or would like additional information, please contact me at (240) 777-2762.

Office of the Director

101 Monroe Street • Rockville, Maryland 20850 • 240-777-2800
www.montgomerycountymd.gov

Economic Impact Statement

Montgomery County, Maryland

Expedited Bill 39-23

OPT/SLT Bargaining Units – Pension Multiplier Corrections for Group E and J Members

SUMMARY

The Office of Legislative Oversight (OLO) anticipates that enacting Expedited Bill 39-23 would have an insignificant impact on economic conditions in the County in terms of the Council’s priority indicators.

BACKGROUND AND PURPOSE OF EXPEDITED BILL 39-23

In August 2023, the Council enacted Expedited Bill 20-23 “to implement provisions of the negotiated Memorandum of Agreement between the Montgomery County Government and the Municipal & County Government Employees Organization, UFCW, Local 1994 (MCGEO).”¹ The purpose of Bill 39-23 is to correct a drafting error in Expedited Bill 20-23. According to the County Executive, because of the drafting error, the final agreement between the County and MCGEO included an unintended pension multiplier change that “will result in a reduction in benefits that does not reflect that parties’ intent.” If enacted, Bill 39-23 “would correct the pension multiplier for retirement Groups E and J in order to reflect the bargained-for intent” of Bill 20-23.²

The Council introduced Expedited Bill 39-23, OPT/SLT Bargaining Units – Pension Multiplier Corrections for Group E and J Members, on October 17, 2023.

INFORMATION SOURCES, METHODOLOGIES, AND ASSUMPTIONS

Per Section 2-81B of the Montgomery County Code, the purpose of this Economic Impact Statement is to assess the impacts of Expedited Bill 39-23 on County-based private organizations and residents in terms of the Council’s priority economic indicators and whether the Bill would likely result in a net positive or negative impact on overall economic conditions in the County.³

Expedited Bill 39-23 “would correct the pension multiplier for retirement Groups E and J in order to reflect the bargained-for intent” of Bill 20-23. In May 2023, OLO published an Economic Impact Statement on Bill 20-23, which concluded the following:

The Office of Legislative Oversight (OLO) anticipates Expedited Bill 20-23 would have a moderate negative impact on economic conditions in the County in terms of the Council’s priority indicators. By modifying the pension and

¹ “Expedited Bill 20-23.”

² “Introduction Staff Report on Expedited Bill 39-23.”

³ Montgomery County Code, Sec. 2-81B.

retirement plans for County employees in Groups E and J, the Bill would increase the actuarial value of income for current and future sheriffs and correctional officers and staff who participate in the Employees' Retirement System. Based on low rates of County residence among retired Department of Corrections and Rehabilitation (DOCR) and Sheriff's Office personnel, a minor share of the income increase likely would go to residents. The remainder would constitute significant capital outflows in the form of government revenue used to fund pension increases for retired DOCR and Sheriff's Officer employees who would reside outside the County. Capital outflows would result in forgone economic activity that would negatively impact residents and private organizations. Moreover, capital outflows caused by the policy change would occur indefinitely if current rates of County residence among employees in these agencies continue. Because there are no indications current residence patterns among these employees will drastically change, OLO believes the negative impacts of the Bill would be significant in the long term.⁴

Because the changes in Expedited Bill 39-23 are technical in nature, OLO anticipates that the Bill would have insignificant impacts on private organizations, residents, and overall economic conditions in the County in terms of the indicators prioritized by the Council.

VARIABLES

Not applicable

IMPACTS

WORKFORCE ▪ TAXATION POLICY ▪ PROPERTY VALUES ▪ INCOMES ▪ OPERATING COSTS ▪ PRIVATE SECTOR CAPITAL INVESTMENT ▪ ECONOMIC DEVELOPMENT ▪ COMPETITIVENESS

Not applicable

DISCUSSION ITEMS

Not applicable

WORKS CITED

["Economic Impact Statement: Expedited Bill 20-23, OPT/SLT Bargaining Units – Pension and Retirement Adjustments."](#)

Office of Legislative Oversight, Montgomery County Council.

["Expedited Bill 20-23: OPT/SLT Bargaining Units – Pension and Retirement Adjustments."](#) Montgomery County Council, July 25, 2023.

["Introduction Staff Report on Expedited Bill 39-23, OPT/SLT Bargaining Units – Pension Multiplier Corrections for Group E and J Members."](#) Montgomery County Council, October 17, 2023.

⁴ "Economic Impact Statement: Expedited Bill 20-23."

Montgomery County Code. [Sec. 2-81B, Economic Impact Statements](#).

CAVEATS

Two caveats to the economic analysis performed here should be noted. First, predicting the economic impacts of legislation is a challenging analytical endeavor due to data limitations, the multitude of causes of economic outcomes, economic shocks, uncertainty, and other factors. Second, the analysis performed here is intended to *inform* the legislative process, not determine whether the Council should enact legislation. Thus, any conclusion made in this statement does not represent OLO's endorsement of, or objection to, the Bill under consideration.

CONTRIBUTIONS

Stephen Roblin (OLO) prepared this report.

Racial Equity and Social Justice (RESJ) Impact Statement

Office of Legislative Oversight

EXPEDITED OPT/SLT BARGAINING UNITS – PENSION MULTIPLIER BILL 39-23: CORRECTIONS FOR GROUP E AND J MEMBERS

SUMMARY

The Office of Legislative Oversight (OLO) anticipates Expedited Bill 39-23 will have a positive impact on racial equity and social justice in the County through making corrections that will prevent a reduction in pension benefits for a group of County employees who are disproportionately Black.

PURPOSE OF RESJ IMPACT STATEMENTS

The purpose of RESJ impact statements (RESJIS) is to evaluate the anticipated impact of legislation on racial equity and social justice in the County. Racial equity and social justice refer to a **process** that focuses on centering the needs, leadership, and power of communities of color and low-income communities with a **goal** of eliminating racial and social inequities.¹ Achieving racial equity and social justice usually requires seeing, thinking, and working differently to address the racial and social harms that have caused racial and social inequities.²

PURPOSE OF EXPEDITED BILL 39-23

In August 2023, the Council enacted Expedited Bill 20-23 “to implement provisions of the negotiated Memorandum of Agreement between the Montgomery County Government and the Municipal & County Government Employees Organization, UFCW, Local 1994 (MCGEO).”³ The purpose of Bill 39-23 is to correct a drafting error in Expedited Bill 20-23. According to the County Executive, because of the drafting error, the final agreement between the County and MCGEO included an unintended pension multiplier change that “will result in a reduction in benefits that does not reflect that parties’ intent.”⁴ If enacted, Bill 39-23 “would correct the pension multiplier for retirement Groups E and J in order to reflect the bargained-for intent” of Bill 20-23.⁵

Expedited Bill 39-23, OPT/SLT Bargaining Units – Pension Multiplier Corrections for Group E and J Members, was introduced by the Council on October 17, 2023.

In May 2023, OLO published a RESJIS on Expedited Bill 20-23, OPT/SLT Bargaining Units – Pension and Retirement Adjustments.⁶ Please refer to this RESJIS for more information on retirement and racial equity.

ANTICIPATED RESJ IMPACTS

To consider the anticipated impact of Bill 39-23 on RESJ in the County, OLO recommends the consideration of two related questions:

- Who are the primary beneficiaries of this bill?
- What racial and social inequities could passage of this bill weaken or strengthen?

RESJ Impact Statement

Expedited Bill 39-23

As presented in the RESJIS for Bill 20-23, Table 1 suggests that Black people are overrepresented among Corrections and Sheriff personnel that may qualify as Group E or Group J employees in the County's Employees' Retirement System, while White, Asian, and Latinx people are underrepresented.

Table 1: Percent of Adult Constituents and Corrections/Sheriff Employees by Race and Ethnicity, Montgomery County

Race and ethnicity ⁷	County Constituents 18 Years and Over	Corrections/Sheriff Employees ⁸
Asian	15.9	3.2
Black	17.7	46.5
White	43.4	29.8
Latinx	18.6	9.8

Source: Table P4, 2020 Decennial Census, Census Bureau;
OLO Analysis of Unpublished Office of Human Resources Data as of May 6, 2022.

Therefore, OLO anticipates Bill 39-23 will have a positive impact on RESJ in the County through making corrections that will prevent a reduction in pension benefits for a group of County employees who are disproportionately Black, which in turn will avoid the worsening of established racial inequities in retirement outcomes.

RECOMMENDED AMENDMENTS

The Racial Equity and Social Justice Act requires OLO to consider whether recommended amendments to bills aimed at narrowing racial and social inequities are warranted in developing RESJ impact statements.⁹ OLO anticipates Expedited Bill 39-23 will have a positive impact on RESJ in the County. As such, OLO does not offer recommended amendments.

CAVEATS

Two caveats to this racial equity and social justice impact statement should be noted. First, predicting the impact of legislation on racial equity and social justice is a challenging analytical endeavor due to data limitations, uncertainty, and other factors. Second, this RESJ impact statement is intended to inform the legislative process rather than determine whether the Council should enact legislation. Thus, any conclusion made in this statement does not represent OLO's endorsement of, or objection to, the bill under consideration.

CONTRIBUTIONS

OLO staffer Janmarie Peña, Performance Management and Data Analyst, drafted this RESJ impact statement.

¹ Definition of racial equity and social justice adopted from "Applying a Racial Equity Lens into Federal Nutrition Programs" by Marlysa Gamblin, et.al. Bread for the World, and from Racial Equity Tools. <https://www.racialequitytools.org/glossary>

² Ibid.

³ [Introduction Staff Report for Expedited Bill 39-23](#), Montgomery County Council, Introduced October 17, 2023.

⁴ Memorandum from County Executive to Council President, Introduction Staff Report for Expedited Bill 39-23.

⁵ Introduction Staff Report for Expedited Bill 39-23.

⁶ [RESJIS for Expedited Bill 20-23](#), Office of Legislative Oversight, May 3, 2023.

RESJ Impact Statement

Expedited Bill 39-23

⁷ Latinx people are not included in other racial groups for this data point.

⁸ May include staff that do not qualify for ERS's Group E or Group J. Conversely, other staff that qualify for Group E or Group J may not be included in this calculation.

⁹ Bill 27-19, Administration – Human Rights – Office of Racial Equity and Social Justice – Racial Equity and Social Justice Advisory Committee – Established, Montgomery County Council

Climate Assessment

Office of Legislative Oversight

Expedited OPT/SLT Bargaining Units – Pension Multiplier Bill 39-23: Corrections for Group E and J Members

SUMMARY

The Office of Legislative Oversight (OLO) anticipates Expedited Bill 39-23 will have no impact on the County's contribution to addressing climate change as it is proposing the correction of a drafting error to retirement plans for certain employees.

BACKGROUND AND PURPOSE OF EXPEDITED BILL 39-23

In August 2023, the Council enacted Expedited Bill 20-23 "to implement provisions of the negotiated Memorandum of Agreement between the Montgomery County Government and the Municipal & County Government Employees Organization, UFCW, Local 1994 (MCGEO)."¹ The purpose of Bill 39-23 is to correct a drafting error in Expedited Bill 20-23. According to the County Executive, because of the drafting error, the final agreement between the County and MCGEO included an unintended pension multiplier change that "will result in a reduction in benefits that does not reflect that parties' intent."² If enacted, Bill 39-23 "would correct the pension multiplier for retirement Groups E and J in order to reflect the bargained-for intent" of Bill 20-23.³

Expedited Bill 39-23, OPT/SLT Bargaining Units – Pension Multiplier Corrections for Group E and J Members, was introduced by the Council on October 17, 2023.

ANTICIPATED IMPACTS

As Expedited Bill 39-23 proposes the correction of a drafting error to retirement plans for certain County employees, OLO anticipates the bill will have no impact on the County's contribution to addressing climate change, including the reduction and/or sequestration of greenhouse gas emissions, community resilience, and adaptative capacity.

RECOMMENDED AMENDMENTS

The Climate Assessment Act requires OLO to offer recommendations, such as amendments or other measures to mitigate any anticipated negative climate impacts.⁴ OLO does not offer recommendations or amendments as Expedited Bill 39-23 is likely to have no impact on the County's contribution to addressing climate change, including the reduction and/or sequestration of greenhouse gas emissions, community resilience, and adaptative capacity.

CAVEATS

OLO notes two caveats to this climate assessment. First, predicting the impacts of legislation upon climate change is a challenging analytical endeavor due to data limitations, uncertainty, and the broad, global nature of climate change. Second, the analysis performed here is intended to inform the legislative process, not determine whether the Council should enact legislation. Thus, any conclusion made in this statement does not represent OLO's endorsement of, or objection to, the bill under consideration.

PURPOSE OF CLIMATE ASSESSMENTS

The purpose of the Climate Assessments is to evaluate the anticipated impact of legislation on the County's contribution to addressing climate change. These climate assessments will provide the Council with a more thorough understanding of the potential climate impacts and implications of proposed legislation, at the County level. The scope of the Climate Assessments is limited to the County's contribution to addressing climate change, specifically upon the County's contribution to greenhouse gas emissions and how actions suggested by legislation could help improve the County's adaptative capacity to climate change, and therefore, increase community resilience.

While co-benefits such as health and cost savings may be discussed, the focus is on how proposed County bills may impact GHG emissions and community resilience.

CONTRIBUTIONS

OLO staffer Kaitlyn Simmons drafted this assessment.

¹ [Introduction Staff Report for Expedited Bill 39-23](#), Montgomery County Council, Introduced October 17, 2023.

² Memorandum from County Executive to Council President, Introduction Staff Report for Expedited Bill 39-23.

³ Introduction Staff Report for Expedited Bill 39-23.

⁴ Bill 3-22, Legislative Branch – Climate Assessments – Required, Montgomery County Council, Effective date October 24, 2022



OFFICE OF THE COUNTY EXECUTIVE

Marc Elrich
County Executive

MEMORANDUM

September 28, 2023

TO: Evan Glass, President
Montgomery County Council

FROM: Marc Elrich, County Executive 

SUBJECT: Expedited Bill XX-23E, Amendments to Montgomery County Code 33-42

For your consideration, I am submitting Expedited Bill XX-23E, which amends Section 33-42 of the Montgomery County Code. The amendment will correct pension multipliers that were changed in error in Bill 20-23E. During collective bargaining with the United Food and Commercial Workers, Local 1994, Municipal and County Government Employees Organization (MCGEO), the parties agreed to various pension updates and enhancements. However, due to a drafting error, the final agreement between the parties reflected a pension multiplier change that was unintended, which will result in a reduction in benefits that does not reflect the parties' intent.

Please note that the actuarial report and the Fiscal Impact Statement that accompanied Bill 20-23E used the correct pension multipliers and accurately portrayed the estimated cost of the legislation as intended by the parties. Thus, the proposed amendments have no additional cost.

If you have any questions or need additional information, please contact Jennifer Harling, Chief Labor Relations Officer, Office of Labor Relations, at (202) 570-1501.

ME:jh

Enclosures

cc: Richard S. Madaleno, Chief Administrative Officer, Office of the County Executive
Eli Martinez, Executive Director, Montgomery County Employee Retirement Plans
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	
			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.
44	Long-Term Disability	Adjustment to long-term disability benefits for employees in GRIP/RSP					
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>FY24</u>	<u>Annual Cost Beyond FY24</u>	<u>Estimated # affected**</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

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

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

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

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

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
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

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)

**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 [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

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(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.

* * *

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.

* * *

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.

* * *

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.

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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 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:

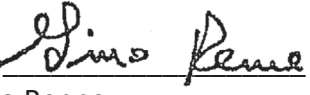
1. Latent Print Examiner
2. Senior Latent Print Examiner
3. Firearm Examiner
4. Forensic Specialist
5. Forensic Scientist
6. Senior Forensic Scientist
7. School Health Nurses
8. School Health Techs
9. Equipment Operator occupational series

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.

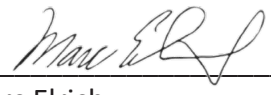
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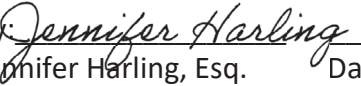
IN WITNESS WHEREOF, the parties hereto have caused their names to be subscribed by their duly authorized officers and representatives as of the dates indicated below.

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