



Montgomery
County Council

Committee Directly to Council
Staff: Robert H. Drummer, Senior Legislative Attorney
Christine Wellons, Legislative Attorney

AGENDA ITEM #8
April 27, 2021
Worksession/Action

Purpose: Final action – vote expected
Keywords: #ContractsFY2022, Search terms: collective bargaining, police, fire rescue, county government employees.

SUBJECT

Resolutions to Indicate Intent to Approve or Reject the County government employee collective bargaining agreements
Lead Sponsors: County Council

EXPECTED ATTENDEES

None

COUNCIL DECISION POINTS & COMMITTEE RECOMMENDATION

- Worksession followed by Action – Council vote required

DESCRIPTION/ISSUE

Resolution to indicate the Council’s intent to approve or reject provisions of the Collective Bargaining Agreement with the Municipal and County Government Employees’ Organization (MCGEO).

Resolution to indicate the Council’s intent to approve or reject provisions of the Collective Bargaining Agreement with the Fraternal Order of Police (FOP).

Resolution to indicate the Council’s intent to approve or reject provisions of the Collective Bargaining Agreement with the Montgomery County Career Fire Fighters Association of the International Association of Fire Fighters (IAFF).

SUMMARY OF KEY DISCUSSION POINTS

This report contains:

	Page
Staff Report	1
Proposed MCGEO Resolution	A-1
MCGEO Memo from County Executive	A-4
Summary of MCGEO Agreements	A-5
Fiscal Impact Statement	A-8
Proposed Salary Schedules	A-9
MCGEO Agreements	A-13
Proposed FOP Resolution	B-1
FOP Memo from County Executive	B-3

Summary of FOP Agreements	B-4
Fiscal Impact statement	B-5
Proposed Police Uniform Salary Schedules	B-6
FOP Agreements	B-7
Proposed IAFF Resolution	C-1
IAFF Memo from County Executive	C-3
Summary of IAFF Agreement	C-4
Fiscal Impact Statement	C-5
Proposed Salary Schedules	C-6
IAFF Agreements	C-7
FY22 Council Decision Chart	D-1
Executive Branch Answers to Council staff questions	E-1

Alternative format requests for people with disabilities. If you need assistance accessing this report you may [submit alternative format requests](#) to the ADA Compliance Manager. The ADA Compliance Manager can also be reached at 240-777-6197 (TTY 240-777-6196) or at adacompliance@montgomerycountymd.gov

MEMORANDUM

April 22, 2021

TO: County Council

FROM: Robert H. Drummer, Senior Legislative Attorney
Christine Wellons, Legislative Attorney

SUBJECT: Resolutions to Indicate Intent to Approve or Reject the County government employee collective bargaining agreements¹

PURPOSE: Worksession/Action – Council vote expected

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

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

The agreements before the Council this year are with the Fraternal Order of Police (police bargaining unit), the Municipal and County Government Employees Organization (County employees bargaining units), and the International Association of Fire Fighters (fire and rescue employees). Each agreement is an amendment to the current agreement, was negotiated this year, and would cover the period between July 1, 2021 and June 30, 2022. The underlying FOP and the MCGEO Agreements expire on June 30, 2023. The underlying IAFF Agreement expires on June 30, 2022. The Council must review and act on each of the provisions of these amended agreements that requires an appropriation of funds for FY22 or requires a change in law or regulation.

¹#ContractsFY2022

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

The Council is tentatively scheduled to review and vote on each of these Resolutions in a Council worksession on April 27. These proposed resolutions will be amended to reflect the decisions of the Council after the worksession. Each of the resolutions summarizes the provisions of each Agreement that the Council must act on for FY22. Council staff submitted a list of questions to the Executive Branch about these Agreements. The questions and the responses from the Executive Branch are at ©E-1–E-3.

The Provisions of the FY22 Collective Bargaining Agreements Subject to Council Review

A chart showing the provisions in each Agreement that requires Council approval for FY22 is at ©D1-D3. These provisions are described below.

- (1) **General Wage Adjustment (GWA)**
 - A1 **MCGEO** – \$1684 increase on the last pay period in June 2022. The FY22 fiscal impact is \$348,000. The FY23 would be \$10,401,161.
 - A2 **MCGEO** - \$.50 per hour increase for seasonal employees. The FY22 fiscal impact is \$89,288. The FY23 impact would also be \$89,288.
 - B **FOP** – 2.5% GWA on the first pay period beginning after January 1, 2022. The FY22 fiscal impact is \$1,435,494. The FY23 impact would be \$2,870,988.
 - C **IAFF** – 1.5% in June 2022. The FY22 fiscal impact is \$51,547. The FY23 impact would be \$1,534,410.

The FY22 fiscal impact of each of these GWA’s is artificially low because they start after the beginning of the fiscal year. Each of these wage increases would be added to an employee’s salary when shown and would continue for all future years. The GWA also permanently raises the minimum and maximum salary for each salary grade. Therefore, the FY23 fiscal impact is a better indication of the long term cost for each GWA listed above.

It must also be noted that the flat \$1684 raise for MCGEO would be a significant change in the method of allocating the GWA among employees. Although the flat GWA of \$1684 would raise an employee’s salary for future years by that amount, it would pivot away from the percentage increases in past years. The flat \$1684 raise for these employees would allocate a larger percentage raise for an employee in a lower graded position and a lower percentage raise for an employee in a higher graded position. The total dollars needed for the \$1684 flat GWA would support a 2.39% increase for all. For MCGEO (and recommended to be passed through to non-represented employees by the CE) the flat \$1684 GWA would reduce the difference in the salary ranges between different graded positions and would, over time, create wage compression issues if repeated year after year. Although the negotiated FY23 GWA is not before the Council for approval this year, the MCGEO Agreement would repeat a flat GWA again in FY23 of \$1988 or the statutory CPI increase for Councilmembers in December 2021, whichever is greater.

This is the justification for the flat \$1684 GWA we received from the Executive Branch:

What is the justification for moving away from a percentage increase for MCGEO to a flat dollar increase for all? MCGEO proposed a flat dollar increase, which was acceptable to the County Executive.

(2) **Service Increments:** Each of the agreements provides a 3.5% service increment in FY22 on the employee’s anniversary date for any employee who is below the top of his or her grade.

A1 **MCGEO** – 3.5% on anniversary. The fiscal impact in FY22 is \$4,212,458. The FY23 impact would be \$8,007,342.

A2 **MCGEO** - \$600 lump sum if not eligible for a service increment. The fiscal impact in FY22 would be \$1,055,791. It would not go into base and has no FY23 fiscal impact. The Agreement includes a second \$600 lump sum for these employees in FY23 that will be subject to Council review next year.

B **FOP** – 3.5% on anniversary. The fiscal impact in FY22 is \$1,176,481. The FY23 impact would be \$1,720,575.

C **IAFF** – 3.5% on anniversary. The fiscal impact in FY22 is \$829,756. The FY23 impact would be \$1,604,960.

(3) **Additional Service Increments**

A **MCGEO** – 1.25% additional increment in for any employee who was eligible for a service increment in FY11 that was not funded by the Council. The FY22 fiscal impact would be \$734,274.

B **FOP** – None.

C **IAFF** – None.

The Council did not fund service increments for any County employees in FY11, FY12, and FY13. IAFF members received additional service increments in FY14 and FY15 to make up for missed service increments in FY11 and FY12. FOP members received an additional 1.75% service increment in FY14 and an additional 1.75% service increment in FY15 to make up for one of the missed increments. **The Executive agreed to an additional 3.5% service increment to be paid in FY17 for both the FOP and MCGEO, but the Council rejected funding for both make-up increments.** MCGEO members at the top of grade received a .5% lump sum in both FY14 and FY15. **Unrepresented employees have never received any make-up service increments for the service increments missed in FY11, FY12, and FY13.**

Although the service increments for all employees were either rejected by the Council or simply not funded by the Council in FY11, FY12, and FY13 due to fiscal constraints, each collective bargaining agreement refers to these “missed” service increments as “deferred.” The Council budget resolution for FY11 states that service and longevity increments for FOP and IAFF members are “rejected.” The MCGEO Agreement for FY11 did not contain service or longevity increments and the Council budget resolution approved this lack of increments in the MCGEO Agreement. The FY12 FOP Agreement contained a service increment that the Council “rejected.” The FY12 MCGEO and IAFF Agreements contained no service or longevity increments and the Council approved that provision. In FY13, none of

the Agreements contained a service increment and the Council approved no service increments in each Agreement.

For FY20, the Executive and MCGEO agreed to a 3.5% make-up service increment that the Council rejected. The Council ultimately approved a 1% make-up step for FY11 payable in FY20. For FY21, the Executive agreed to a 1.25% make-up service increment for MCGEO and a 3.5% make-up step for the FOP. The Council rejected both make-up service increments.

The following Table shows the additional service increments that were funded by the Council (or rejected) in FY14 through FY21

Employee Group	FY14	FY15	FY16	FY17	FY18	FY19	FY20	FY21
FOP	1.75%	1.75%	0	3.5% rejected by Council	0	\$1,000 lump sum	3.5%	3.5% rejected by Council
IAFF	3.5%	3.5%	0	0	0	0	0	0
MCGEO	.5% at max	.5% at max	0	3.5% rejected by Council	0	0	1%	1.25% rejected by Council
Unrepresented	0	0	0	0	0	0	0	0

The FOP Agreement for FY19 included a \$1,000 lump sum payment for FOP members “whose service increment was deferred during FY2012 and/or FY2013, has not yet received it, and who is otherwise eligible...” Although eligibility for this lump sum is based on missing service increments in FY12 and/or FY13, the provision ends with the following statement:

“This shall not replace the FY2012 and FY2013 service increment.”

The Council approved a 3.5% make-up service increment in the FOP Agreement for FY20.

The Executive explained the reason for recommending the extra 1.25% make-up step for MCGEO as follows:

What is the reason for the extra makeup 1.25% service increment for MCGEO? The additional 1.25% service increment is a “catch-up” payment for the increments that were initially not funded by the Council in FY11. The parties previously agreed that the missed increment would be phased in over three years in partial increments of 1.0%, 1.25%, and 1.25%. While most of the full “catch-up” payments have been approved for the other bargaining units, the second phase of the first “catch-up” increment was not approved by the Council for MCGEO bargaining unit members as submitted in FY21. This provides the MCGEO bargaining unit members this second phase of their first missed increment.

(4) **Longevity Increments.**

- A1 **MCGEO** – an employee eligible for a longevity increment in FY22 would receive a 2.5%, 3% or a 3.5% increment after 18 years of service. The FY22 fiscal impact would be \$160,963. The FY23 impact would be \$333,099.
- B1 **FOP** – an employee eligible for a longevity increment in FY22 after 16 years or 20 years would receive a 3.5% increment. The FY22 fiscal impact would be \$144,797. The FY23 impact would be \$241,031.
- C **IAFF** – an employee eligible for a longevity increment at 20 years or 24 years would receive a 3.5% longevity increment. The FY22 fiscal impact would be \$128,513. The FY23 impact would be \$238,108.

(5) **Tuition Assistance.**

- A **MCGEO** – share \$100,000 appropriated for tuition assistance that is not designated for the FOP with IAFF and unrepresented employees.
- B **FOP** - \$135,000 is designated in FY22 for employees represented by the FOP. This is the same as FY20.
- C **IAFF** – share \$100,000 appropriated for tuition assistance with MCGEO and unrepresented employees.

The Executive's recommended FY22 budget would reduce the total appropriation for tuition assistance for all employees by \$150,000.

(6A, B, C) **Group Insurance Benefits.**

In 2011, the Council rejected the provisions in each collective bargaining agreement providing for an 80/20 employer/employee cost share and changed it to 75/25 for all employees who do not select a health maintenance organization. The collective bargaining agreements with the County's three unions were never amended to reflect this change, but the Executive continued to include funding for the 75/25 cost share in his recommended budgets for FY12-15. Each union filed a prohibited practice charge against the Executive alleging that he was legally required to recommend approval of the collective bargaining agreement. The Court of Special Appeals agreed and held that the Executive committed a prohibited practice by failing to recommend the 80/20 cost share to the Council. However, the Council formally rejected the provisions in each agreement providing an 80/20 cost share and adopted the 75/25 cost share for FY12-15. The FOP challenged the Council's authority to reject the agreement, but the Maryland Court of Appeals upheld the Council's rejection of the 80/20 cost share. The Court held that the Council is not part of the collective bargaining process, is not bound by the collective bargaining agreement, and holds the ultimate power of the purse.

For FY19, FOP Lodge 35 and MCGEO Local 1994 agreed in a side letter that they would not file

a prohibited practice charge against the Executive if he included the 75/25 split in his recommended budget despite the contrary language of the collective bargaining agreement. IAFF Local 1664 did not agree. There were no side letters on this submitted to the Council for FY21, but the Executive included funding for the 75/25 cost share for all employees in FY21.

For FY22, the Executive agreed with MCGEO to submit the same 75/25 cost share in the recommended budget without amending the collective bargaining agreement. The FOP and the IAFF did not agree to this. The Executive's FY22 recommended budget includes funding for the same 75/25 cost share that was approved by the Council for all employees each year since FY12 for MCGEO and non-represented employees. **The Executive included funding with the 80/20 cost share for the FOP and the IAFF. The total additional fiscal impact in FY22 for increasing the cost share for the FOP and the IAFF is \$1,463,487.** Therefore, if the Council wants to continue to fund the same level of these benefits for all employees in FY22, the Council must formally indicate its intent to reject each of these provisions in each of the collective bargaining agreements. **The rejection of the benefit provisions in the 3 agreements would reduce expenditures from the Executive's recommended FY22 budget by \$1,463,487.**

(7) **Increases in Special Pay**

- A1 **MCGEO** – increase the shift differential from \$1.40/hour to \$1.42/hour and from \$1.56/hour to \$1.87/hour. The cost of this increase in FY22 would be \$576,434. The fiscal impact for FY23 would also be \$576,434.
- A2 **MCGEO** – increase the positions eligible for field training pay. The cost of this increase in FY22 would be \$19,522. The fiscal year impact for FY23 would also be \$19,522.
- A3 **MCGEO** – adjust holiday pay. The FY22 cost would be \$104,574 and the same \$104,574 in FY23.
- A4 **MCGEO** – increase standby pay for fire marshals to 30% on weekdays and 50% of pay for weekends. The FY22 fiscal impact would be \$57,247 and the same \$57,247 in FY23.
- A5 **MCGEO** – \$1500 stipend for HHS Crisis Center employees. The FY22 fiscal impact would be \$50,057 and the same \$50,057 in FY23.
- A6 **MCGEO** – DOCR extra ½ hour pay for Group E members for lunch at facility. The FY22 fiscal impact would be \$171,634 and the same \$171,634 in FY23.
- A7 **MCGEO** – additional \$5/hour for acting pay. The Executive has not yet provided a fiscal impact for this.
- A8 **MCGEO** – increase meal allowance from \$10 to \$15. The fiscal impact would be \$5,000 in FY22 and in FY23.
- B **FOP** – none.

C **IAFF** – increase in pay for travel expenses. The Executive has not yet provided a fiscal impact for this.

(8) **Increases in clothing, equipment, vehicle use, and transit subsidy**

A1 **MCGEO** - increase boot subsidy for highway services employees from \$145 to \$200. The cost for this increase in FY22 and FY23 would be \$13,750.

A2 **MCGEO** – increase the uniform allowance for DOCR and new show allowance for Resident Supervisors. The cost for this in FY22 would be \$49,363. The FY23 fiscal impact would be \$37,679.

A3 **MCGEO** – increase the Get-In Program transit subsidy from \$75/month to \$265/month. The cost for this increase would be \$150,000 in FY22 and FY23.

A4 **MCGEO** – increase in DGS shoe allowance for Fleet Services. The Executive stated that this was previously included in a side letter and is now being incorporated into the Agreement.

B **FOP** – provide cell phones for all police officers in unit. The Police Department issued cell phones to all officers in FY21. There is no fiscal impact for FY22.

C. **IAFF** – none.

(9) **Retirement Plan Increases**

A **MCGEO** - Establish a new sick leave payout for employees in the GRIP or RSP upon leaving County service of either \$5,000 or \$10,000 depending on the sick leave balance. The cost would be \$225,000 in both FY22 and FY23.

The sick leave payout is not based on an employee’s hourly wage. It works out to \$41.67 per hour which is higher than the average salary for MCGEO employees.

B **FOP** – no change.

C1 **IAFF** – pay for unused sick leave at retirement. IAFF members are able to use up to 2 years of sick leave at retirement for additional years of service for calculating a pension. This provision would pay members for unused sick leave at retirement. The fiscal impact in FY22 and FY23 would be \$239,146. The Executive explained this provision as follows:

Please explain how the unused sick leave at retirement paid to deferred compensation in the IAFF Agreement would work? This provision allows unused sick leave credits in increments of less than one-month to be converted by the County to cash and credited to a member’s deferred compensation account up to the Internal Revenue Code limit upon retirement or exiting the DROP. The amount credited will be based on the member’s hourly rate of pay at retirement, or upon exiting the DROP, whichever is higher. Currently, members received one month of credited service toward their pension for every 176 hours of unused sick leave, however credit for accumulated hours in increments of less than 176 hours is not provided.

- C2 **IAFF** – The Executive agreed with the IAFF to submit legislation to the Council in FY22 to provide a 5% credit for accumulated sick leave to the calculation of average final earnings at retirement to calculate a pension. **The Executive did not submit the legislation or an actuarial report estimating the cost of this change to the defined benefit retirement plan for IAFF members.**

The Executive Branch explained this provision as follows:

Please explain the Agreement to provide a 5% credit to average final earnings for pension calculation in the IAFF Agreement? Currently members receive a 2.5% credit for each year of accumulated unused sick leave at retirement for those retiring with 0-20 years, and 2.0% credit for each year of accumulated unused sick leave for those retiring with more than 20 years of service. The County Executive has agreed to transmit legislation before June 30, 2022 to increase the credit for each year of accumulated unused sick leave to 5% of average final earnings. In the interim, the pension work group will review the viability of this and other changes to the Group G retirement benefit. Language in the side letter allows the County Executive and the Union President to change the timing or the content of the legislation transmitted by mutual consent.

What is the fiscal impact for the change described in question 18? Please provide the actuarial evaluation for this? The estimated annual actuarial impact of increasing the percent applied to accumulated unused sick leave to 5% is \$1,360,740.

Although this side letter is part of the IAFF Agreement, absent proposed legislation and an actuarial report estimating its cost over time, the provision is not ready for Council approval. If the Council rejects this provision now, the Executive can submit proposed legislation along with an actuarial report and supplemental appropriation later during FY22 for Council consideration.

This packet contains:

Circle #

Proposed MCGEO Resolution	A-1
MCGEO Memo from County Executive	A-4
Summary of MCGEO Agreements	A-5
Fiscal Impact Statement	A-8
Proposed Salary Schedules	A-9
MCGEO Agreements	A-13
Proposed FOP Resolution	B-1
FOP Memo from County Executive	B-3
Summary of FOP Agreements	B-4
Fiscal Impact statement	B-5
Proposed Police Uniform Salary Schedules	B-6
FOP Agreements	B-7
Proposed IAFF Resolution	C-1
IAFF Memo from County Executive	C-3

Summary of IAFF Agreement	C-4
Fiscal Impact Statement	C-5
Proposed Salary Schedules	C-6
IAFF Agreements	C-7
FY22 Council Decision Chart	D-1
Executive Branch Responses to Council staff questions	E-1

F:\LAW\TOPICS\Collective Bargaining\22colbar\Worksession-Action Memo.Docx

Resolution No.: _____
Introduced: _____
Adopted: _____

**COUNTY COUNCIL
FOR MONTGOMERY COUNTY, MARYLAND**

Lead Sponsor: County Council

SUBJECT: Collective Bargaining Agreement with Municipal & County Government Employees Organization

Background

1. Section 511 of the County Charter authorizes the County Council to provide by law for collective bargaining, with arbitration or other impasse resolution procedures, with authorized representatives of County Government employees.
2. Chapter 33, Article VII of the County Code implements Section 511 of the Charter and provides for collective bargaining by the County Executive with the certified representatives of County employees and for review of the resulting contract by the County Council.
3. On March 31, 2021, the County Executive submitted to the Council a collective bargaining agreement between the County government and Municipal and County Government Employees Organization effective July 1, 2020 through June 30, 2023 with Amendments agreed to for July 1, 2021 to June 30, 2022. A copy of the Amendments to the Agreement is attached to this Resolution.
4. The Executive has submitted to the Council the terms and conditions of the Agreement that require or may require an appropriation of funds or changes in any County law or regulation for FY2022.
5. The County Council considered the Agreement at a worksession and made recommendations on April 27, 2021.
6. The County Council is required by law to indicate on or before May 1 its intention regarding the appropriation of funds or any legislation or regulations required to implement the agreements unless the Council extends the date.

Action

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

The County Council intends to approve/reject the following provisions for FY2022:

1. \$1684 general wage adjustment payable on the last pay period in June 2022.
2. 3.5% service increments for all eligible bargaining unit members on their anniversary date.
3. 1.25% service increment for all eligible bargaining unit members who were eligible to receive a service increment in FY11 when the Council did not approve any FY11 wage increases for any County employees in May 2010.
4. Longevity step increment of 2.5%, 3%, or 3.5% for eligible bargaining unit members.
5. A \$600 lump sum payment on the first pay period after July 1, 2021 for each member who is not eligible for a service increment in FY22.
6. An increase in shift differential based on shift time for employees who must work shifts beginning after noon or later from \$1.40 to \$1.42 or from \$1.56 to \$1.87.
7. Increase in classifications eligible for field training differential pay.
8. An increase to the Get-in Program Transit Subsidy from \$75/month to \$265/month for all unit members.
9. An increase in the meal allowance from \$10 to \$15.
10. Tuition Assistance at \$100,000 shared with IAFF and unrepresented employees.
11. Adjustments to the requirements for Holiday Pay.
12. Additional \$5/hour for acting pay.
13. Increase standby pay for Fire Marshals to 30% of pay on weekdays and 50% of pay on weekends.
14. Additional \$0.50 per hour for seasonal employees.
15. New sick leave payout program for employees in RSP or GRIP who leave service of either \$5000 or \$10,000 for employees with either 10 or 20 years of service.
16. Increase uniform allowance for certain DOCR employees from \$250 to \$375 and new shoe allowance of \$145 for DOCR Resident Supervisors.
17. Additional ½ hour pay for DOCR employees in Group E for lunch break in facility.
18. New \$1500 stipend for HHS employees in Crisis Center.

19. Increase boot reimbursement from \$145 to \$200 for Highways Services workers.
20. \$200 shoe allowance annually for Fleet Services employees in DGS.
21. Group insurance provisions requiring a larger County share of costs than currently provided.

This is a correct copy of Council action.

Selena Mendy Singleton, Esq., Clerk of the Council

F:\LAW\TOPICS\Collective Bargaining\22colbar\MCGEO\Resolution-FY22-MCGEO .Docx




OFFICE OF THE COUNTY EXECUTIVE

Marc Elrich
County Executive

MEMORANDUM

April 1, 2021

TO: Tom Hucker, Council President

FROM: Marc Elrich, County Executive 

SUBJECT: Memorandum of Agreement between the County and MCGEO

I have attached for the Council's review the agreement resulting from the recent negotiations between the Montgomery County Government and the Municipal & County Government Employees Organization/United Food and Commercial Workers Union, Local 1994 (MCGEO). The agreement, which is the product of a settlement reached during negotiations, reflects the changes to the existing Collective Bargaining Agreement effective July 1, 2020 through June 30, 2023. It also incorporates terms negotiated during bargaining in 2019-2020, which will require incorporation into the agreement if funding is approved with this year's budget. I anticipate submitting the legislation associated with the negotiated changes to the Council by April 9, 2021.

I have also attached a summary of the agreed upon items as well as a copy of the fiscal impact statement referenced in the Workforce/Compensation chapter of my budget to assist in Council's review of the document. The items will take effect for the first time in FY2022 and have a fiscal impact in FY2022 and FY2023.

Attachment

Cc: Richard S. Madaleno, Jr., Chief Administrative Officer
Berke Attila, Director, Office of Human Resources
Jennifer Bryant, Director, Office of Management and Budget
Jennifer Harling, Esq., Chief Labor Relations Officer
Marc Hansen, County Attorney, Office of the County Attorney

Summary of Proposed Labor Agreement with MCGEO Effective FY22

No.	Article	Subject	Summary of Change	Requires Appropriation of funds	Present or Future Fiscal Impact	Requires Legislative Change	Requires Regulation Change	Notes
1	15.2(a)	Wages	Implementing \$1,684 general wage adjustment for all bargaining unit members effective the last full pay period in June 2022 and a \$1,988 general wage adjustment (or the amount received by the County Councilmembers in December 2021) effective the last full pay period in June 2023. Requiring an FY23 budget recommendation including the difference between the amount given to the Councilmembers and the agreed-upon wage adjustment in June 2023 if the Councilmembers' increase exceeds \$1,988.	Yes	Yes	No	No	See Fiscal Impact Statement
2	15.2(c)	Wages	Implementing a \$600 lump sum payment effective the first full pay period after July 1, 2021 and a \$600 lump sum payment effective the first full pay period after July 1, 2022 for unit members whose salary is at top of grade and who are no longer eligible for a service increment. Part-time employees subject to the lump sum shall receive a pro-rated amount based on a percentage of hours worked.	Yes	Yes	No	No	See Fiscal Impact Statement
3	15.3(a)	Shift Differential	Implementing a shift differential increase to \$1.42 for each hour worked on a work shift that begins on or after 12:00 Noon and prior to 7:59p.m., and \$1.87 for each hour worked on a shift that begins on or after 8:00 p.m. and before 5:59 a.m., effective the first full pay period following July 1, 2021. The shift differential shall apply to overtime hours.	Yes	Yes	No	No	See Fiscal Impact Statement
4	15.7	Stand-By Pay	Eliminating the reference to the FY20 agreement with respect to fire marshal stand by pay.	Yes	Yes	No	No	See Fiscal Impact Statement
5	15.22	Field Training Pay Differential	Expanding the field training differential pay to additional classifications (Bus Operators, Police Telecommunicators, 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) effective with the first full pay period after July 1, 2021.	Yes	Yes	No	No	See Fiscal Impact Statement

Summary of Proposed Labor Agreement with MCGEO Effective FY22

No.	Article	Subject	Summary of Change	Requires Appropriation of funds	Present or Future Fiscal Impact	Requires Legislative Change	Requires Regulation Change	Notes
6	5.31	Get-in Program Transit Subsidy	Increasing the subsidy for public transportation, commuter rail, or van pools to \$265.	Yes	Yes	No	No	See Fiscal Impact Statement
7	6.8	Service Increments	Providing 3.5% service increments to eligible employees effective the first full pay period following July 1, 2021.	Yes	Yes	No	No	See Fiscal Impact Statement
8	6.9	Service Increments	Phasing the FY11 service increment in over a three year period. The FY12 and FY13 increment remain outstanding.	Yes	Yes	No	No	See Fiscal Impact Statement
9	20.7	Holiday Leave - Premium Pay for Holiday Work	Add to the designation of "work day" and clarify that No schedules may include 12 hour shifts.	No	No	No	No	
10	23.3	Promotion - Acting Pay	Giving a \$5.00 per hour differential to employees formally assigned to a higher classification for all hours worked in the higher classification.	No	No	No	No	Clarification of practice, impact difference indeterminate
11	32.5	Tools and Uniforms - Uniforms for Employees	Providing uniforms to Community Contract/Resident Supervisors.	Yes	Yes	No	No	See Fiscal Impact Statement
12	44.11	Non-Public Safety Retirement Plans - Cash Value of Sick Leave	RSP or GRIP participants shall receive lump sum or retirement contribution of \$5,000 if have 10 years of service and 120 hours of sick leave or \$10,000 if have 20 years of service and 240 hours of sick leave upon separation from the County.	Yes	Yes	No	No	See Fiscal Impact Statement
13	53.1	Substitute, Seasonal, and Temporary Employees - Wages	Seasonal employees shall receive a \$0.50 per hour adjustment effective the first full pay period after the first full pay period after July 1, 2021 or the Montgomery County minimum wage, whichever is greater, and a \$1.00 per hour adjustment in FY2023 (payable as \$0.50 effective after July 1, 2022 and \$0.50 in the last full pay period after June 2020) or the Montgomery County minimum wage, whichever is greater.	Yes	Yes	No	No	See Fiscal Impact Statement
14	APPX. II	OPT UNIT-DHHS	Implementation of \$1,500 yearly stipend for Therapists, Behavioral Health Associate Counselors, and Behavioral Health Technicians at the Crisis Center who complete 75% of their scheduled hours.	Yes	Yes	No	No	See Fiscal Impact Statement

Summary of Proposed Labor Agreement with MCGEO Effective FY22

No.	Article	Subject	Summary of Change	Requires Appropriation of funds	Present or Future Fiscal Impact	Requires Legislative Change	Requires Regulation Change	Notes
15	APPX. IV(h)	OPT UNIT - DOCR - Voluntary and Involuntary Overtime	Granting Retirement Group E department employees who are not permitted to leave the facility during lunch 30 minutes of straight time for each shift worked in addition to the regular 8-hour tour of duty.	Yes	Yes	Yes	No	See Fiscal Impact Statement; no change for existing Group E members, acknowledges inclusion of add'l job class in Group E
16	APPX. IV(j)	OPT UNIT - DOCR - DOCR CHN and LPN Items	Increasing uniform allowance from \$250 to \$375.	Yes	Yes	No	No	See Fiscal Impact Statement
17	APPX. IV(y)	OPT UNIT - DOCR - Resident Supervisor Uniforms	Provides current and new Resident Supervisors uniforms and a show allowance of \$14 and send topic of cleaning services to Department LMRC.	Yes	Yes	No	No	See Fiscal Impact Statement
18	APPX. VI(c)	OPT/SLT Units - DEPARTMENT OF TRANSPORTATION - Highway Services	Establishes Department contribution of \$200 for safety shoe purchase and sets procedure for receiving reimbursement.	Yes	Yes	No	No	See Fiscal Impact Statement
19	APPX. XX(f)	DEPARTMENT OF GENERAL SERVICES - Fleet Management	Establishes County contribution of \$200 annually towards purchase of safety shoes and procedure for reimbursement.	Yes	Yes	No	No	See Fiscal Impact Statement
20	MOA	Retirement Task Force	Establishing a work group to assess the viability of enhancing the County's retirement benefit while providing cost savings to the County.	No	No	No	No	

**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>FY22</u>	<u>Annual Cost Beyond FY22</u>	<u>Estimated # affected**</u>
5	Wages	\$1,684 General Wage Adjustment in last pay period of June 2022	\$348,156	\$10,401,161	5,254
5	Wages	\$600 Lump Sum to Eligible Employees not Eligible to Receive a Full Service Increment in FY22	\$1,055,791	\$0	1,700
5.1	Longevity	Longevity Step Increase of 2.5, 3, or 3.5 Percent for Eligible Employees	\$160,963	\$333,099	174
5.3	Shift Differential	Increase Shift Differential from \$1.40 and \$1.56 per hour Based on Shift Start Time to \$1.42 and \$1.87 per hour	\$576,434	\$576,434	
5.7	Stand By Pay	Increase Stand By Pay Rate for Fire Marshals to 30 percent of Regular Hourly Salary, or 50 percent on Saturday through Sunday and holidays.	\$57,247	\$57,247	
5.22	FTO Pay	Increase Classifications Eligible for Field Training Officer Pay	\$19,522	\$19,522	31
5.24	Meal Allowance	Increase in the Meal Allowance to \$15	\$5,000	\$5,000	
5.31	Transit Subsidy	Increase the Get-In Program Transit Subsidy to up to \$265 per month	\$150,000	\$150,000	
6	Service Increments	Service Increment of 3.5 Percent for Eligible Employees	\$4,212,458	\$8,007,342	3,554
6	Deferred Increment	Deferred Service Increment from FY11 for Eligible Employees, Second Phase of 1.25% Effective July 2021	\$734,274	\$734,274	917
20.7	Holiday Leave	Adjustment to Requirements to Receive Holiday Pay	\$104,574	\$104,574	
44.11	Retirement	Sick Leave Payout Program for Eligible Employees for \$5,000 or \$10,000 Based on Sick Leave Balance	\$225,000	\$225,000	
Appendix IV	DOCR Appendix	Uniform Allowance and Issue Resident Supervisor Uniforms, and Facilities Improvements	\$49,363	\$37,679	
Appendix IV	DOCR Appendix	Resident Supervisors Moved to Group E Additional Half-Hour per Shift	\$171,634	\$171,634	29
Appendix II	HHS Appendix	Crisis Center Stipend of \$1,500	\$50,057	\$50,057	31
Appendix VI	DOT Appendix	Increase Boot Reimbursement from \$145 to \$200 for Highways Services Employees	\$13,750	\$13,750	
53	Seasonal Employees	Additional \$0.50 for Eligible Seasonal Employees	\$89,288	\$89,288	
Total			\$8,023,511	\$20,976,061	

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

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

Items in shaded rows are part of the original agreement for FY21-FY23

**MONTGOMERY COUNTY GOVERNMENT
CORRECTIONAL OFFICER UNIFORM SALARY SCHEDULE
FISCAL YEAR 2022
EFFECTIVE JULY 1, 2021**

STEP	YEAR	CO I	CO II	CO III	SGT
1	0	\$48,073	\$50,478	\$55,525	\$61,356
2	1	\$49,757	\$52,246	\$57,469	\$63,505
3	2	\$51,499	\$54,075	\$59,483	\$65,728
4	3	\$53,301	\$55,969	\$61,565	\$68,028
5	4	\$55,168	\$57,927	\$63,721	\$70,410
6	5	\$57,102	\$59,957	\$65,951	\$72,876
7	6	\$59,101	\$62,055	\$68,261	\$75,427
8	7	\$61,169	\$64,228	\$70,651	\$78,068
9	8	\$63,309	\$66,477	\$73,123	\$80,800
10	9	\$65,526	\$68,803	\$75,684	\$83,628
11	10	\$67,819	\$71,211	\$78,333	\$86,556
12	11	\$70,193	\$73,707	\$81,077	\$89,587
13	12	\$72,643	\$76,288	\$83,913	\$92,721
14	13	\$75,169	\$78,959	\$86,850	\$95,968
15	14-20				\$99,328
20 YEAR LONGEVITY (3.5%)	21+	\$72,650	\$81,722	\$89,890	\$102,805
24 YEAR LONGEVITY (2.5%)	25+	\$74,466	\$83,765	\$92,137	\$105,375

**MONTGOMERY COUNTY GOVERNMENT
CORRECTIONAL OFFICER UNIFORM SALARY SCHEDULE
FISCAL YEAR 2022
EFFECTIVE JUNE 19, 2022
GWA: \$1,684 INCREASE**

STEP	YEAR	CO I	CO II	CO III	SGT
1	0	\$49,757	\$52,162	\$57,209	\$63,040
2	1	\$51,441	\$53,930	\$59,153	\$65,189
3	2	\$53,183	\$55,759	\$61,167	\$67,412
4	3	\$54,985	\$57,653	\$63,249	\$69,712
5	4	\$56,852	\$59,611	\$65,405	\$72,094
6	5	\$58,786	\$61,641	\$67,635	\$74,560
7	6	\$60,785	\$63,739	\$69,945	\$77,111
8	7	\$62,853	\$65,912	\$72,335	\$79,752
9	8	\$64,993	\$68,161	\$74,807	\$82,484
10	9	\$67,210	\$70,487	\$77,368	\$85,312
11	10	\$69,503	\$72,895	\$80,017	\$88,240
12	11	\$71,877	\$75,391	\$82,761	\$91,271
13	12	\$74,334	\$77,972	\$85,597	\$94,405
14	13	\$76,873	\$80,643	\$88,534	\$97,652
15	14-20				\$101,012
20 YEAR LONGEVITY (3.5%)	21+	\$74,334	\$83,406	\$91,574	\$104,489
24 YEAR LONGEVITY (2.5%)	25+	\$76,150	\$85,449	\$93,821	\$107,059

FY22 Notes:

- 1) Starting salary for Correctional Officer 1 (Private) is \$49,757.
- 2) Correctional Officer salaries may not correspond to years of service as listed on the salary schedule due to partially funded FY11 service increments.

**MONTGOMERY COUNTY GOVERNMENT
DEPUTY SHERIFF UNIFORM SALARY SCHEDULE
FISCAL YEAR 2022
EFFECTIVE JULY 1, 2021**

STEP	YEAR	DS I	DS II	DS III	SGT
0	1	\$51,755	\$55,378	\$59,255	\$65,179
1	2	\$53,568	\$57,318	\$61,329	\$67,463
2	3	\$55,441	\$59,324	\$63,475	\$69,824
3	4	\$57,383	\$61,398	\$65,698	\$72,268
4	5	\$59,392	\$63,550	\$67,999	\$74,797
5	6	\$61,470	\$65,775	\$70,378	\$77,417
6	7	\$63,622	\$68,077	\$72,843	\$80,125
7	8	\$65,850	\$70,462	\$75,391	\$82,930
8	9	\$68,155	\$72,928	\$78,032	\$85,834
9	10	\$70,542	\$75,481	\$80,762	\$88,838
10	11	\$73,011	\$78,124	\$83,588	\$91,948
11	12	\$75,564	\$80,859	\$86,519	\$95,167
12	13	\$78,201	\$83,689	\$89,548	\$98,498
13	14	\$80,922	\$86,519	\$92,679	\$101,946
14	15-20	\$83,743	\$89,548	\$95,922	\$105,514
20 YEAR LONGEVITY (3.5%)	21+	\$73,011	\$83,689	\$99,280	\$109,206
24 YEAR LONGEVITY (2.5%)	25+	\$74,836	\$85,781	\$101,762	\$111,937

**MONTGOMERY COUNTY GOVERNMENT
DEPUTY SHERIFF UNIFORM SALARY SCHEDULE
FISCAL YEAR 2022
EFFECTIVE JUNE 19, 2022
GWA: \$1,684 INCREASE**

STEP	YEAR	DS I	DS II	DS III	SGT
0	1	\$53,439	\$57,062	\$60,939	\$66,863
1	2	\$55,252	\$59,002	\$63,013	\$69,147
2	3	\$57,125	\$61,008	\$65,159	\$71,508
3	4	\$59,067	\$63,082	\$67,382	\$73,952
4	5	\$61,076	\$65,234	\$69,683	\$76,481
5	6	\$63,154	\$67,459	\$72,062	\$79,101
6	7	\$65,306	\$69,761	\$74,527	\$81,809
7	8	\$67,534	\$72,146	\$77,075	\$84,614
8	9	\$69,839	\$74,612	\$79,716	\$87,518
9	10	\$72,226	\$77,165	\$82,446	\$90,522
10	11	\$74,695	\$79,808	\$85,272	\$93,632
11	12	\$77,248	\$82,543	\$88,203	\$96,851
12	13	\$79,885	\$85,373	\$91,232	\$100,182
13	14	\$82,606	\$88,303	\$94,363	\$103,630
14	15-20	\$85,421	\$91,333	\$97,606	\$107,198
20 YEAR LONGEVITY (3.5%)	21+	\$74,695	\$85,373	\$100,964	\$110,890
24 YEAR LONGEVITY (2.5%)	25+	\$76,520	\$87,465	\$103,446	\$113,621

FY22 Notes:

1) Deputy Sheriff salaries may not correspond to years of service as listed on the salary schedule due to partially funded FY11 service increments.

**MONTGOMERY COUNTY GOVERNMENT
OFFICE, PROFESSIONAL & TECHNICAL AND SERVICE, LABOR, AND
FISCAL YEAR 2022
EFFECTIVE JULY 1, 2021**

GRADE	MINIMUM	MIDPOINT	MAXIMUM	18 YEAR LONGEVITY (3%)	24 YEAR LONGEVITY (3%)
5	\$32,488	\$38,446	\$44,404	\$45,736	\$47,108
6	\$32,488	\$39,371	\$46,255	\$47,642	\$49,071
7	\$32,488	\$40,360	\$48,232	\$49,678	\$51,169
8	\$32,488	\$41,457	\$50,426	\$51,940	\$53,497
9	\$33,488	\$43,111	\$52,734	\$54,316	\$55,946
10	\$34,831	\$45,027	\$55,223	\$56,880	\$58,586
11	\$36,240	\$47,031	\$57,822	\$59,555	\$61,342
12	\$37,707	\$49,131	\$60,555	\$62,371	\$64,242
13	\$39,261	\$51,343	\$63,425	\$65,328	\$67,287
14	\$40,893	\$53,670	\$66,446	\$68,439	\$70,492
15	\$42,601	\$56,102	\$69,604	\$71,692	\$73,842
16	\$44,421	\$58,676	\$72,930	\$75,118	\$77,371
17	\$46,436	\$61,428	\$76,419	\$78,712	\$81,073
18	\$48,566	\$64,326	\$80,086	\$82,488	\$84,963
19	\$50,855	\$67,393	\$83,931	\$86,449	\$89,042
20	\$53,246	\$70,607	\$87,969	\$90,608	\$93,326
21	\$55,771	\$73,991	\$92,211	\$94,977	\$97,826
22	\$58,409	\$77,537	\$96,665	\$99,564	\$102,551
23	\$61,189	\$81,270	\$101,350	\$104,391	\$107,523
24	\$64,102	\$85,176	\$106,250	\$109,438	\$112,721
25	\$67,156	\$89,282	\$111,407	\$114,750	\$118,192
26	\$70,377	\$93,601	\$116,825	\$120,330	\$123,940
27	\$73,726	\$98,120	\$122,514	\$126,189	\$129,975
28	\$77,035	\$102,759	\$128,483	\$132,338	\$136,308

**MONTGOMERY COUNTY GOVERNMENT
OFFICE, PROFESSIONAL & TECHNICAL AND SERVICE, LABOR, AND
FISCAL YEAR 2022
EFFECTIVE JUNE 19, 2022
GWA: \$1,684 INCREASE**

GRADE	MINIMUM	MIDPOINT	MAXIMUM	18 YEAR LONGEVITY (3%)	24 YEAR LONGEVITY (3%)
5	\$34,172	\$40,130	\$46,088	\$47,420	\$48,792
6	\$34,172	\$41,055	\$47,939	\$49,326	\$50,755
7	\$34,172	\$42,044	\$49,916	\$51,362	\$52,853
8	\$34,172	\$43,141	\$52,110	\$53,624	\$55,181
9	\$35,172	\$44,795	\$54,418	\$56,000	\$57,630
10	\$36,515	\$46,711	\$56,907	\$58,564	\$60,270
11	\$37,924	\$48,715	\$59,506	\$61,239	\$63,026
12	\$39,391	\$50,815	\$62,239	\$64,055	\$65,926
13	\$40,945	\$53,027	\$65,109	\$67,012	\$68,971
14	\$42,577	\$55,354	\$68,130	\$70,123	\$72,176
15	\$44,285	\$57,786	\$71,288	\$73,376	\$75,526
16	\$46,105	\$60,360	\$74,614	\$76,802	\$79,055
17	\$48,120	\$63,112	\$78,103	\$80,396	\$82,757
18	\$50,250	\$66,010	\$81,770	\$84,172	\$86,647
19	\$52,539	\$69,077	\$85,615	\$88,133	\$90,726
20	\$54,930	\$72,291	\$89,653	\$92,292	\$95,010
21	\$57,455	\$75,675	\$93,895	\$96,661	\$99,510
22	\$60,093	\$79,221	\$98,349	\$101,248	\$104,235
23	\$62,873	\$82,954	\$103,034	\$106,075	\$109,207
24	\$65,786	\$86,860	\$107,934	\$111,122	\$114,405
25	\$68,840	\$90,966	\$113,091	\$116,434	\$119,876
26	\$72,061	\$95,285	\$118,509	\$122,014	\$125,624
27	\$75,410	\$99,804	\$124,198	\$127,873	\$131,659
28	\$78,719	\$104,443	\$130,167	\$134,022	\$137,992

**MONTGOMERY COUNTY GOVERNMENT
 MINIMUM WAGE/SEASONAL SALARY SCHEDULE
 FISCAL YEAR 2022**

***MINIMUM WAGE: \$15.00 [EFFECTIVE 6/20/2021]**

HOURLY WAGE: \$0.50 INCREASE [EFFECTIVE 7/4/2021]

GRADE	MINIMUM ANNUAL	MINIMUM HOURLY	MAXIMUM ANNUAL	MAXIMUM HOURLY
S1*	\$31,200	\$15.00	\$31,200	\$15.00
S2*	\$31,200	\$15.00	\$31,200	\$15.00
S3*	\$31,200	\$15.00	\$31,200	\$15.00
S4*	\$31,200	\$15.00	\$31,200	\$15.00
S5*	\$31,200	\$15.00	\$34,551	\$16.61
S6	\$33,866	\$16.28	\$41,682	\$20.04
S7	\$39,436	\$18.96	\$48,927	\$23.52
S8	\$45,187	\$21.72	\$56,402	\$27.12

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

- County Government Aide (MW) (S1)
- Recreation Assistant 1 (S1)
- Community Correctional Intern (S1)
- County Government Assistant (S1)
- Library Page (S2)
- Recreation Assistant II (S2)
- Public Service Guide (S3)
- Nutrition Program Aide (S3)
- Recreation Assistant III (S3)
- Recreation Assistant IV (S4)
- Recreation Assistant V (S5)
- Recreation Assistant VI (S6)
- Recreation Assistant VII (S7)
- Gilchrist Center Office Assistant (S7)
- Recreation Assistant VIII (S8)

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

The Montgomery County Government (Employer) and the United Food and Commercial Workers, Local 1994, Municipal & County Government Employees Organization (Union), conducted negotiations pursuant to Section 33-108 of the Montgomery County Code to amend the Collective Bargaining Agreement for the term of July 1, 2020 through June 30, 2023. As a result of those negotiations, the Employer and the Union agree that the Collective Bargaining Agreement shall be amended according to the terms set forth below.

Please use the following key when reading this agreement:

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

* * *

ARTICLE 5 – WAGES, SALARY, AND EMPLOYEE COMPENSATION

* * *

5.2 Wages

(a) Effective the [first] last full pay period [following December 8, 2019] in June 2022, each bargaining unit member shall receive a [2.25 percent] \$1,684 general wage adjustment (GWA) increase in their base pay. Effective the last full pay period in June 2023, each bargaining unit member shall receive a \$1,988 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 \$1,988, the County shall submit a FY23 Recommended Budget that includes the difference between the amount given to the County Councilmembers and the \$1,988 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 Deputy Sheriff and Correctional Officer Uniform Salary Schedules, which appear in Appendix I and IV of this Agreement, respectively.

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

[· the County’s total revenue and revenue projections for FY21, as determined by the Montgomery County Department of Finance and Office of Management and Budget, are in excess of the FY21 Council approved revenue figures by at least \$20 million. The County will review the revenue and revenue projections at the end of each quarter for

the conditions above. This review will be completed no later than one month after the conclusion of each quarter, and the results will be shared with the Union;]

- [· the Council grants an increase to any Montgomery County Government employee group (excluding service increments or longevity steps, or statutorily-granted increases to elected officials' compensation); or]
- [· the Council approves tax-supported spending in excess of the approved FY21 tax-supported budget (excluding spending related to a response to COVID-19) by at least \$200,000.00.]

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

* * *

- (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 [~~\$1,000~~] \$600 lump sum payment [in FY20. This payment will be made in one lump sum, by separate payment,] on the same pay date as the one associated with the first full pay period after July 1, [2019] 2021 and a \$600 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 [is] 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 [after July 1, 2013, each employee required to work a shift that begins between the hours of 2:00 PM and 10:59 PM shall receive \$1.40 for each hour worked and \$1.56 for each hour worked on a shift that begins between the hours of 11:00 PM and 5:00 AM. Employees who begin a shift at or after 12 noon will be paid a shift differential for hours after 2:00 PM when 75 percent of their work hours are scheduled within the designated times above.] following July 1, 2021, employees shall receive one dollar and forty-two cents (\$1.42) for each hour worked on a work shift that begins on or after 12:00 noon and prior to 7:59 p.m., and one dollar and eighty-seven cents (\$1.87) for each hour worked on a shift that begins on or after 8:00 p.m. and before 5:59 a.m. Overtime hours worked during the above prescribed shifts shall be paid the differential.

* * *

5.7 Stand-By Pay

(a) If an employee is required to remain ready during off-duty hours to perform unscheduled and unanticipated work, the County must pay stand-by compensation to the employee at the rate of 15 percent of the employee's regular hourly salary or \$4.00 per hour, whichever is greater. [For the term of this agreement, FY20 , f] Fire marshals will be compensated at the rate of 30% of the employee's regular hourly salary for stand by pay and the rate of 50% of an employee's regular hourly salary on Saturday through Sunday and holidays.

* * *

5.22 Field Training Pay Differential

Effective the first full pay period following July 1, [2019] 2021 Bus Operators, Police Telecommunicators, Correctional Officers, [and] Deputy Sheriffs, Community Health Nurses, School Health Room Technicians, Forensic Scientists, Forensic Specialists, Forensic Firearms/Toolmark Examiners, Latent Print Examiners, and Housing Code Inspectors who have completed trainer training and are assigned to train new unit members shall receive a field training pay differential of \$3.25 for each hour of training.

* * *

5.31 Get-In Program Transit Subsidy

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

* * *

ARTICLE 6 – SERVICE INCREMENTS

* * *

6.8 [Effective July 1, 2019] Effective the first full pay following 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 FY2011, 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, [2020]2021, and the third phase of 1.25 percent shall be granted during the first full pay period after July 1, [2020]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 2020 or 2021] FY 2022 or FY 2023. Continued deferment of these increments does not prohibit the parties from discussing alternate resolutions in future collective bargaining negotiations.

* * *

ARTICLE 20 - HOLIDAY LEAVE

* * *

20.7 Premium Pay for Holiday Work

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

* * *

ARTICLE 23 – PROMOTION

* * *

23.3 Acting Pay

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

* * *

ARTICLE 32 – TOOLS AND UNIFORMS

* * *

32.5 Uniforms For Employees

* * *

(h) Departmental Uniforms (OPT Bargaining Unit)

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

* * *

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

* * *

ARTICLE 44 – NON-PUBLIC SAFETY RETIREMENT PLANS

* * *

44.11 Cash Value of Sick Leave

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

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

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

* * *

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 [no adjustment in FY21] (1) a \$.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 FY 2023 (\$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.

* * *

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

General Issues

* * *

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

* * *

APPENDIX IV – OPT Unit - DEPARTMENT OF CORRECTION AND REHABILITATION

* * *

(h) Voluntary and Involuntary Overtime

* * *

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

* * *

(l) DOCR CHN and LPN Items

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

* * *

(y) Resident Supervisor Uniforms

1. Current and new Resident Supervisor hires shall receive five (5) polo-style shirts and five (5) pairs of khakis. Thereafter, each year each Resident Supervisor shall receive three (3) polo-style shirts and three (3) pairs of khakis.
2. Current and new Resident Supervisors shall receive a shoe allowance of \$145 per year.
3. The implementation of a uniform cleaning service shall be referred to the DOCR LMRC, which shall make a recommendation to the Department.

* * *

APPENDIX VI – OPT/SLT Units – DEPARTMENT OF TRANSPORTATION

* * *

(c) Highway Services

* * *

5. DOT - Highways shall contribute up to \$200.00 during FY21 towards the purchase of safety shoes by employees, as required or recommended by management for DOT Highways Services employees. To receive reimbursement, the employee must present a valid receipt for the purchase of the shoes to his or her assigned Department or Agency, the shoes must fit the job assignment of the bargaining unit employee as determined by Risk Management, and the shoes must comply with American National Standard Institute (ANSI) safety standard ANSI:Z41.1-1999 or any subsequently adopted appropriate ANSI or ASTM standard.

* * *

APPENDIX XX – DEPARTMENT OF GENERAL SERVICES [– BUILDING ISSUES]

* * *

(f) Fleet Management

* * *

- (5) Fleet Management Services shall contribute up to \$200.00 annually towards the purchase of safety shoes by employees, as required or recommended by management. To receive reimbursement, the employee must present a valid receipt for the purchase of the shoes to his or her assigned Department or Agency, the shoes must fit the job assignment of the bargaining unit employee as determined by Risk Management, and

the shoes must comply with American National Standard Institute (ANSI) safety standard ANSI:Z411999 or any subsequently adopted appropriate ANSI or ASTM standard.

* * *

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

Gino Renne

Gino Renne (Mar 29, 2021 16:14 EDT)

Gino Renne
President

Mar 29, 2021

Date

Montgomery County Government
Montgomery County, Maryland

Marc Elrich

Marc Elrich
County Executive

3/31/2021

Date

Jennifer Harling 2/28/21

Jennifer Harling, Esq.
Chief Labor Relations Officer

Mar 29, 2021

Date

Steven Blivess

Steven N. Blivess
Lead Negotiator

Mar 29, 2021

Date

Approved for form and legality by:

Edward E. Haenftling, Jr.

Edward E. Haenftling, Jr.
Associate County Attorney

Mar 30, 2021

Date

**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 retirement benefits:

1. The parties shall create a Retirement Security Task Force with the dual purpose of assessing the viability of changes to the applicable retirement benefit groups and post-retirement health benefits, as well as ensuring the long-term sustainability of the Montgomery County Employees Retirement Plans and the Consolidated Retiree Health Benefits (“OPEB”) Trust.
2. The composition of the task force will include up to five (5) representatives to be chosen by MCGEO and up to five (5) representatives to be chosen by the County’s Chief Administrative Officer. By agreement of the parties, subject matter experts may be called upon by the task force and will not count towards either party’s participant limit. To the extent there are overlapping purposes, the task force may work in conjunction with the other County bargaining unit representative organizations. The parties may engage a retirement/health benefit consultant to assist this taskforce in its work.
3. The task force shall consider the following for the dual purpose of enhancing/stabilizing benefits received by the employees while simultaneously exploring and identifying potential cost savings to both the employees and the County:
 - a. The impact of changes in actuarial assumptions (e.g., investment returns, economic scenarios, market risks, changes in life expectancy/mortality, contribution levels, etc.) on the ERS, RSP, GRIP, and OPEB Trust.
 - b. Benchmarking the ERS, GRIP, and OPEB Trust funding levels, actuarial assumptions, and benefit levels to include the RSP with regional retirement plans to ascertain the market competitiveness of retirement and retiree health benefits in the context of total compensation and retiree benefit payouts and coverage.
 - c. Benefits levels and benefits structures on departmental operations – such as recruitment and retention – and evaluate whether the creation of additional defined contribution plan structures (e.g., a defined contribution plan for ECC and/or DOCR employees) would be financially viable and supportive to departmental operations and help mitigate staffing shortages in key service delivery areas.
 - d. The adoption of viable future changes to the ERS or the OPEB Trust to ensure the long-term sustainability and funding levels of both funds.
 - e. Stabilizing the funding levels of the ERS to assure the payment of retirement obligations.

Resolution No.: _____
Introduced: _____
Adopted: _____

**COUNTY COUNCIL
FOR MONTGOMERY COUNTY, MARYLAND**

Lead Sponsor: County Council

SUBJECT: Collective Bargaining Agreement with Fraternal Order of Police

Background

1. Section 510 of the County Charter requires the County Council to provide by law for collective bargaining with binding arbitration with an authorized representative of the County police officers.
2. Chapter 33, Article V of the County Code implements Section 510 of the Charter and provides for collective bargaining with representatives of certain police officers and for review of the resulting agreement by the County Council.
3. On March 31, 2021, the County Executive submitted to the Council Amendments to the agreement between the County government and Fraternal Order of Police for the year July 1, 2020 through June 30, 2023 for July 1, 2021 through June 30, 2022. A copy of the Amendments to the Agreement is attached to this Resolution.
4. The County Executive outlined the terms and conditions of the collective bargaining agreement that require or may require an appropriation of funds or changes in any County law or regulation in FY22.
5. The County Council considered these Amendments and made recommendations at a worksession on April 27, 2021.
6. The County Council is required by law to indicate on or before May 1 its intention regarding the appropriation of funds or any legislation or regulations required to implement the agreement or to extend the time to do so.

Action

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

The County Council intends to approve/reject the following provisions for FY2022:

1. 2.5% GWA after January 1, 2022.
2. 3.5% service increments for all eligible members on their anniversary date.
3. Tuition assistance at \$135,000.
4. 3.5% longevity increments for eligible members after 16 or 20 years.
5. Cell phones issued to all bargaining unit members.
6. Group insurance benefits increasing the County share from 75% to 80%.

This is a correct copy of Council action.

Selena Mendy Singleton, Esq., Clerk of the Council

F:\LAW\TOPICS\Collective Bargaining\22colbar\FOP\Resolution-FY22-FOP .Docx




OFFICE OF THE COUNTY EXECUTIVE

Marc Elrich
County Executive

MEMORANDUM

April 1, 2021

TO: Tom Hucker, Council President

FROM: Marc Elrich, County Executive 

SUBJECT: Memorandum of Agreement between the County and FOP

I have attached for the Council's review the agreement resulting from the recent negotiations between the Montgomery County Government and the Fraternal Order of Police, Montgomery County Lodge 35, Inc. (FOP). The agreement, which is the product of a settlement reached during negotiations, reflects the changes to the existing Collective Bargaining Agreement effective July 1, 2020 through June 30, 2022. It also reflects changes made to Article 30(O) addressing cellular phones and Article 30(R) addressing electronic control weapons based on the implementation of an FY21 general wage adjustment, which served as a trigger for the incorporated changes.

I have also attached a summary of the agreed upon items as well as a copy of the fiscal impact statement referenced in the Workforce/Compensation chapter of my budget to assist in Council's review of the document. The items will take effect for the first time in FY2022 and have a fiscal impact in FY2022 and FY2023.

Attachment

Cc: Richard S. Madaleno, Jr., Chief Administrative Officer
Berke Attila, Director, Office of Human Resources
Jennifer Bryant, Director, Office of Management and Budget
Jennifer Harling, Esq., Chief Labor Relations Officer
Marc Hansen, County Attorney, Office of the County Attorney

Summary of Proposed Labor Agreement with FOP Effective FY22

No.	Article	Subject	Summary of Change	Requires Appropriation of funds	Present or Future Fiscal Impact	Requires Legislative Change	Requires Regulation Change	Notes
1	30(O)	Uniforms and Equipment - Cellular Phones	Updates language to reflect implementation of January 2020 Memorandum of Agreement after FY21 GWA approved by Council. Establishes program from issuance of cellular phone devices to unit members.	No	Yes	No	No	Cellular phones issued under terms of previous Memorandum of Agreement. Effective June 20, 2021.
2	30(R)	Uniforms and Equipment - Electronic Control Weapons	Updates language to reflect implementation of January 2020 Memorandum of Agreement after FY21 GWA approved by Council. Establishes program for issuance of electronic control weapons (Tasers) to unit members.	No	No	No	No	Effective June 20, 2021.
3	36(A)	Wages	Implements a 2.5% wage increase effective the first full pay period following January 1, 2022.	Yes	Yes	No	No	See Fiscal Impact Statement.

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

<u>Article</u>	<u>Item</u>	<u>Description</u>	<u>FY22</u>	<u>Annual Cost Beyond FY22</u>	<u>Estimated # affected***</u>
28	Service Increments	Service Increment of 3.5 Percent for Eligible Employees	\$1,176,481	\$1,720,575	663
28	Longevity	Longevity Step Increase of 3.5 Percent for Eligible Employees	\$144,797	\$241,031	89
36	Wages	2.5 Percent General Wage Adjustment in January 2022	\$1,435,494	\$2,870,988	1,242
Total			\$2,756,772	\$4,832,594	1,242

Police Uniformed Management Pass-Through Estimates**

<u>Item</u>	<u>Description</u>	<u>FY22</u>	<u>Annual Cost Beyond FY22</u>	<u>Estimated # affected***</u>
Wages	\$1,684 General Wage Adjustment in last pay period of June 2022	\$4,245	\$128,199	55
Total		\$4,245	\$128,199	

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

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

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

**MONTGOMERY COUNTY GOVERNMENT
POLICE BARGAINING UNIT UNIFORM SALARY SCHEDULE
FISCAL YEAR 2022
EFFECTIVE JANUARY 2, 2022
GWA: 2.50% INCREASE**

STEP	YEAR	PO I	PO II	PO III	MPO	SGT
0	1	\$54,620	\$57,352	\$60,220	\$63,231	\$69,556
1	2	\$56,533	\$59,361	\$62,329	\$65,445	\$71,990
2	3	\$58,512	\$61,437	\$64,512	\$67,738	\$74,510
3	4	\$60,559	\$63,588	\$66,769	\$70,107	\$77,117
4	5	\$62,679	\$65,814	\$69,106	\$72,563	\$79,819
5	6	\$64,876	\$68,120	\$71,527	\$75,103	\$82,612
6	7	\$67,147	\$70,504	\$74,030	\$77,732	\$85,505
7	8	\$69,497	\$72,971	\$76,620	\$80,453	\$88,497
8	9	\$71,930	\$75,526	\$79,305	\$83,268	\$91,595
9	10	\$74,447	\$78,170	\$82,079	\$86,184	\$94,802
10	11	\$77,053	\$80,907	\$84,954	\$89,202	\$98,120
11	12	\$79,753	\$83,739	\$87,927	\$92,324	\$101,554
12	13	\$82,543	\$86,668	\$91,005	\$95,555	\$105,109
13	14	\$85,434	\$89,705	\$94,191	\$98,901	\$108,788
14	15	\$88,424	\$92,846	\$97,489	\$102,361	\$112,596
16 YEAR						
LONGEVITY (3.5%)	17+	\$91,518	\$96,096	\$100,902	\$105,944	\$116,536
20 YEAR						
LONGEVITY (3.5%)	21+	\$94,722	\$99,459	\$104,433	\$109,652	\$120,615

FY22 Notes:
1) Starting salary for Police Officer Candidate is \$54,620.

**MONTGOMERY COUNTY GOVERNMENT
POLICE BARGAINING UNIT UNIFORM SALARY SCHEDULE
FISCAL YEAR 2022
EFFECTIVE JULY 1, 2021**

STEP	YEAR	PO I	PO II	PO III	MPO	SGT
0	1	\$53,288	\$55,953	\$58,751	\$61,689	\$67,860
1	2	\$55,154	\$57,913	\$60,809	\$63,849	\$70,234
2	3	\$57,085	\$59,939	\$62,938	\$66,086	\$72,692
3	4	\$59,082	\$62,037	\$65,141	\$68,397	\$75,236
4	5	\$61,151	\$64,209	\$67,420	\$70,793	\$77,872
5	6	\$63,293	\$66,458	\$69,782	\$73,271	\$80,597
6	7	\$65,509	\$68,785	\$72,224	\$75,836	\$83,420
7	8	\$67,802	\$71,191	\$74,752	\$78,491	\$86,339
8	9	\$70,176	\$73,684	\$77,370	\$81,238	\$89,361
9	10	\$72,631	\$76,263	\$80,077	\$84,082	\$92,490
10	11	\$75,174	\$78,934	\$82,882	\$87,026	\$95,727
11	12	\$77,808	\$81,696	\$85,783	\$90,072	\$99,077
12	13	\$80,530	\$84,555	\$88,785	\$93,225	\$102,545
13	14	\$83,350	\$87,517	\$91,894	\$96,489	\$106,134
14	15	\$86,267	\$90,582	\$95,112	\$99,865	\$109,849
16 YEAR						
LONGEVITY (3.5%)	17+	\$89,286	\$93,752	\$98,440	\$103,360	\$113,694
20 YEAR						
LONGEVITY (3.5%)	21+	\$92,411	\$97,033	\$101,886	\$106,978	\$117,673

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

The Montgomery County Government (Employer) and the Fraternal Order of Police, Montgomery County Lodge 35, Inc. (Union), conducted negotiations pursuant to Section 33-75, et sq., of the Montgomery County Code for the reopener of Article 36 of the Collective Bargaining Agreement for the term July 1, 2020 through June 30, 2023. As a result of those negotiations and as a result of County Council action to implement a general wage adjustment in FY21, the Employer and the Union agree that the Collective Bargaining Agreement shall be amended according to the terms set forth below.

Please use the following key when reading this agreement:

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

The parties agree to amend the contract as follows:

* * *

Article 30 Uniforms and Equipment

* * *

Section O. Cellular Phones. Subject to budget limitations and in accordance with the conditions agreed upon for the issuance of Blackberry PDA and cell phone devices, Unit members will be issued cellular phones for business use. Unit members shall not be eligible to be reimbursed for the cost of business calls that are made on personally owned cellular phones. [See MOA Tentatively Agreed to on January 23, 2020, executed on January 21, 2021, and made effective by Council Resolution 19-759 on June 20, 2021.] [*March 12, 2009.*]³ Until such time as the FY21 GWA is funded, the March 12, 2009 MOA shall apply. The January 23, 2020 MOA shall become effective and shall replace the March 12, 2009 MOA on the first day of the same pay period that the FY21 GWA is funded.]

* * *

Section R. Electronic Control Weapons (ECW). Subject to [budgetary limitations] availability and in accordance with the agreed upon order of issuance process, the Department will [increase the number of Tasers issued to patrol officers by 10 percent in year 2 and an additional 10 percent in year 3. The Department will distribute the Tasers to patrol officers in an effort to optimize their availability. [See MOA: *November 5, 2003*. Superseded by MOA: *January 23, 2020*]] issue ECWs to sworn officers whose assignments are considered to routinely involve public contact. All officers will be provided training prior to the initial issuance of a device and shall be required to re-certify as required by department policy. Officers required to carry an ECW shall do so whenever they are working in a uniformed capacity, including while engaged in secondary employment. [See ECW MOA Tentatively Agreed to on

January 23, 2020, executed on January 21, 2021, and made effective by Council Resolution 19-759 on June 20, 2021.]

- [1. Effective July 1, 2020, subject to budgetary limitations, ECW's will be issued to all sworn officers who work in an assignment that routinely involves public contact. [See MOA: January 23, 2020]]
- [2. This agreement will become effective the same pay period that the FY21 GWA is funded. Until such time, the language in the Collective Bargaining Agreement July 1, 2019 – June 30, 2020 Article 30 Section R and the November 5, 2003 MOA only apply.]

* * *

Article 36 Wages

Section A. Wages

* * *

[Effective June 20, 2021, the salary schedule shall be increased by adding 3.5% at Step 0, Year 1 with increments and promotions for all other steps and pay grades calculated from the new Step 0, Year 1 basis. Increments and longevity shall continue to be calculated as required by Article 28. The percentage increases upon promotion shall continue (up to the maximum for each rank) to be: 5% between POI and POII; 5% POII and POIII; 5% between POIII and MPO; 10% between MPO and Sergeant; and, subject to Section D, infra, 5% between POC and POI. Step 14, Year 15 shall be removed from the salary schedule.]

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

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

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

[If the Council approves the supplemental appropriation, the adjustments shall be effective the first full pay period after the appropriation is approved. The adjustment may not show on an employee's pay advice for up to two full pay periods, but the adjustment will be paid retroactive to the effective date.⁷ Effective the first full pay period after July 1, 2022, each unit member shall receive a wage increase of two percent (2.0%).]

Effective the pay period beginning on April 11, 2021, each unit member shall be eligible to receive service increments and longevity in accordance with Article 28 of this agreement. Service increments and longevity earned but not approved during Fiscal Year 2021 shall be issued effective April 11, 2021; shall not include any retroactive compensation; and shall not alter the date upon which future service increments shall be given.

Effective the pay period beginning on June 20, 2021, each unit member shall receive a general wage adjustment of one-and-one-half percent (1.5%).

Effective the first full pay period following January 1, 2022, each unit member shall receive a wage increase of two-and-one-half percent (2.5%).

* * *

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

Fraternal Order of Police
Montgomery County Lodge 35


Torrie Cooke
president

3/30/2021
Date


Lee Holland
Chief Negotiator

3/30/2021
Date

Montgomery County Government
Montgomery County, Maryland


Marc Elrich
County Executive

3/31/2021
Date


Jennifer Harling, Esq.
Chief Labor Relations Officer

Mar 30, 2021
Date


Marcus G. Jones
Chief of Police

Mar 30, 2021
Date


Steven N. Blivess
Lead Negotiator

Mar 30, 2021
Date

Approved for form and legality by:



Edward E. Haenftling, Jr.
Associate County Attorney

Mar 30, 2021

Date

Resolution No.: _____
Introduced: _____
Adopted: _____

**COUNTY COUNCIL
FOR MONTGOMERY COUNTY, MARYLAND**

Lead Sponsor: County Council

SUBJECT: Collective Bargaining Agreement with Career Fire Fighters Association

Background

1. Section 510A of the County Charter authorizes the County Council to provide by law for collective bargaining with binding arbitration with authorized representatives of County career fire fighters.
2. Chapter 33, Article X of the County Code implements Section 510A of the Charter and provides for collective bargaining by the County Executive with the certified representatives of the County's fire fighters and for review of the resulting contract by the Council.
3. On March 31, 2021, the County Executive submitted to the Council a collective bargaining agreement between the County government and the International Association of Fire Fighters, effective July 1, 2020 through June 30, 2022 with Amendments effective July 1, 2021 through June 30, 2022. The Amendments to the Agreement is attached to this Resolution.
4. The Executive has submitted to the Council the terms and conditions of the collective bargaining agreement that require or may require an appropriation of funds or changes in any County law or regulation for FY2022.
5. The County Council considered and made recommendations concerning the Amendments to the Agreement at a worksession on April 27, 2021.
6. The County Council has considered these terms and conditions and is required by law to indicate on or before May 1 its intention regarding the appropriation of funds or any legislation or regulations required to implement the agreement or extend the time to do so.

Action

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

The County Council intends to approve/reject the following provisions for FY2022:

1. 1.5% general wage adjustment for all bargaining unit members on the first pay period in June 2022.
2. 3.5% longevity increment for all eligible bargaining unit members with 20 or 24 years of service.
3. 3.5% service increments for all eligible bargaining unit members on their anniversary date.
4. \$100,000 for tuition assistance shared with MCGEO and unrepresented employees.
5. Increase in travel expenses.
6. New provision to pay for unused sick leave to deferred compensation at retirement.
7. 5% credit to average final earnings for accumulated sick leave to calculate retirement pension.
8. Group insurance provisions requiring a County share of costs at 80% instead of 75% that is currently provided for all employees.

This is a correct copy of Council action.

Selena Mendy Singleton, Esq., Clerk of the Council

F:\LAW\TOPICS\Collective Bargaining\22colbar\IAFF\Resolution-FY22-IAFF.Docx




OFFICE OF THE COUNTY EXECUTIVE

Marc Elrich
County Executive

MEMORANDUM

April 1, 2021

TO: Tom Hucker, Council President

FROM: Marc Elrich, County Executive 

SUBJECT: Memorandum of Agreement between the County and IAFF

I have attached for the Council's review the agreement resulting from the recent negotiations between the Montgomery County Government and the Montgomery County Career Fire Fighters, International Association of Fire Fighters, Local 1664 (IAFF). The agreement, which is the product of a settlement reached during negotiations, reflects the changes to the existing Collective Bargaining Agreement effective July 1, 2020 through June 30, 2022.

I have also attached a summary of the agreed upon items as well as a copy of the fiscal impact statement referenced in the Workforce/Compensation chapter of my budget to assist in Council's review of the document. The items will take effect for the first time in FY2022 and have a fiscal impact in FY2022.

Attachment

Cc: Richard S. Madaleno, Jr., Chief Administrative Officer
Berke Attila, Director, Office of Human Resources
Jennifer Bryant, Director, Office of Management and Budget
Jennifer Harling, Esq., Chief Labor Relations Officer
Marc Hansen, County Attorney, Office of the County Attorney

Summary of Proposed Labor Agreement with IAFF Effective FY22

No.	Article	Subject	Summary of Change	Requires Appropriation of funds	Present or Future Fiscal Impact	Requires Legislative Change	Requires Regulation Change	Notes
1	19.1	Wages - General Wage Adjustment	Implementing a 1.4% general wage adjustment effective on July 4, 2021 (offset by the amount of the Council-approved FY21 general wage adjustment) and a 1.5% general wage adjustment effective June 19, 2022 (subject to a CPI review to increase the general wage adjustment to match the CPI-U for Washington-Arlington-Alexandria for the 12-month period prior to March 2022, not to exceed 2.25%).	Yes	Yes	No	No	See Fiscal Impact Statement
7	21	Travel	Implementing a travel expense reimbursement policy accounting for travel arrangements and costs, compensation for time while on official authorized County business, and reimbursement for travel expenses.	No	No	No	No	
13	51.H	Pensions	Implementing the crediting of limited accumulated sick leave for retirement purposes upon exiting the DROP program, up to a maximum of 176 hours. Establishing a work group to assess the viability of enhancing the Group G retirement benefit while providing cost savings to the County.	Yes	Yes	Yes	No	

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

<u>Article</u>	<u>Item</u>	<u>Description</u>	<u>FY22</u>	<u>Annual Cost Beyond FY22</u>	<u>Estimated # affected**</u>
19.1	Wages	1.5 Percent General Wage Adjustment in June 2022	\$51,147	\$1,534,410	1,184
19	Longevity	Longevity Step Increases of 3.5 Percent for Eligible Employees	\$128,513	\$238,108	81
51	Retirement	Unused Sick Leave to Deferred Compensation	\$239,146	\$239,146	
55	Service Increments	Service Increment of 3.5 Percent for Eligible Employees	\$829,756	\$1,604,960	756
		Total	\$1,248,562	\$3,616,624	1,184

Fire and Rescue Uniformed Management Pass-Through Estimates

<u>Item</u>	<u>Description</u>	<u>FY22</u>	<u>Annual Cost Beyond FY22</u>	<u>Estimated # affected**</u>
Wages	1.5 Percent General Wage Adjustment in June 2022	\$2,869	\$86,644	39
Service Increments	Service Increment of 3.5 Percent for Eligible Employees	\$598	\$857	2
	Total	\$3,467	\$87,501	39

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

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

**MONTGOMERY COUNTY GOVERNMENT
FIRE/RESCUE BARGAINING UNIT SALARY SCHEDULE
FISCAL YEAR 2022
EFFECTIVE JUNE 19, 2022
GWA: 1.50% INCREASE**

GRADE	F1 FIRE FIGHTER RESCUER I	F2 FIRE FIGHTER RESCUER II	F3 FIRE FIGHTER RESCUER III	F4 MASTER FIRE FIGHTER RESCUER	B1 FIRE/RESCUE LIEUTENANT	B2 FIRE/RESCUE CAPTAIN
A	\$49,677	\$52,163	\$54,770	\$60,247	\$66,277	\$74,736
B	\$51,416	\$53,987	\$56,688	\$62,356	\$68,597	\$77,353
C	\$53,216	\$55,878	\$58,672	\$64,540	\$70,999	\$80,060
D	\$55,080	\$57,834	\$60,727	\$66,799	\$73,485	\$82,864
E	\$57,007	\$59,860	\$62,852	\$69,137	\$76,057	\$85,764
F	\$59,003	\$61,955	\$65,052	\$71,558	\$78,718	\$88,767
G	\$61,069	\$64,122	\$67,329	\$74,063	\$81,475	\$91,874
H	\$63,207	\$66,368	\$69,688	\$76,655	\$84,327	\$95,089
I	\$65,420	\$68,692	\$72,128	\$79,339	\$87,278	\$98,417
J	\$67,711	\$71,096	\$74,651	\$82,114	\$90,334	\$101,863
K	\$70,080	\$73,586	\$77,265	\$84,990	\$93,497	\$105,430
L	\$72,533	\$76,161	\$79,969	\$87,965	\$96,771	\$109,119
M	\$75,072	\$78,826	\$82,769	\$91,042	\$100,159	\$112,940
N	\$77,700	\$81,586	\$85,667	\$94,230	\$103,665	\$116,893
O	\$80,420	\$84,444	\$88,666	\$97,529	\$107,293	\$120,985
20 YEAR LONGEVITY (3.5%)	\$83,235	\$87,399	\$91,770	\$100,943	\$111,048	\$125,219
24 YEAR LONGEVITY (3.5%)	\$86,147	\$90,459	\$94,982	\$104,476	\$114,935	\$129,602

**MONTGOMERY COUNTY GOVERNMENT
FIRE/RESCUE BARGAINING UNIT SALARY SCHEDULE
FISCAL YEAR 2022
EFFECTIVE JULY 1, 2021**

GRADE	F1 FIRE FIGHTER RESCUER I	F2 FIRE FIGHTER RESCUER II	F3 FIRE FIGHTER RESCUER III	F4 MASTER FIRE FIGHTER RESCUER	B1 FIRE/RESCUE LIEUTENANT	B2 FIRE/RESCUE CAPTAIN
A	\$48,942	\$51,392	\$53,960	\$59,357	\$65,298	\$73,631
B	\$50,656	\$53,189	\$55,850	\$61,434	\$67,583	\$76,210
C	\$52,429	\$55,052	\$57,805	\$63,586	\$69,950	\$78,877
D	\$54,266	\$56,980	\$59,830	\$65,812	\$72,399	\$81,640
E	\$56,165	\$58,975	\$61,923	\$68,115	\$74,933	\$84,497
F	\$58,131	\$61,040	\$64,091	\$70,501	\$77,555	\$87,455
G	\$60,166	\$63,174	\$66,334	\$72,968	\$80,271	\$90,516
H	\$62,273	\$65,387	\$68,658	\$75,522	\$83,081	\$93,684
I	\$64,453	\$67,677	\$71,062	\$78,166	\$85,988	\$96,963
J	\$66,710	\$70,046	\$73,548	\$80,901	\$88,999	\$100,357
K	\$69,045	\$72,498	\$76,123	\$83,734	\$92,115	\$103,872
L	\$71,461	\$75,036	\$78,788	\$86,665	\$95,340	\$107,506
M	\$73,963	\$77,661	\$81,546	\$89,697	\$98,679	\$111,271
N	\$76,552	\$80,380	\$84,401	\$92,838	\$102,133	\$115,165
O	\$79,231	\$83,196	\$87,356	\$96,088	\$105,707	\$119,197
20 YEAR LONGEVITY (3.5%)	\$82,004	\$86,108	\$90,414	\$99,451	\$109,407	\$123,369
24 YEAR LONGEVITY (3.5%)	\$84,874	\$89,122	\$93,579	\$102,932	\$113,236	\$127,686

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

The Montgomery County Government (Employer) and the Montgomery County Career Fire Fighters, International Association of Fire Fighters, Local 1664 (Union), conducted negotiations pursuant to Section 33-153 of the Montgomery County Code to amend the Collective Bargaining Agreement for the two-year term July 1, 2020 to June 30, 2022 with respect to the reopening of Articles 19, 21, and 51. As a result of those negotiations, the Employer and the Union agree that the Collective Bargaining Agreement shall be amended according to the terms set forth below.

Please use the following key when reading this agreement:

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

* * *

ARTICLE 19 – WAGES

Section 19.1 General Wage Adjustments

* * *

D. [For FY21, the County Executive agrees to timely submit a supplemental appropriation to the County Council for earlier funding (prior to June 20, 2021) of the GWA and other deferred provisions (including the Specialty Pay Differentials described in Section 17.1(J), 17.1(K), and 57.2(A)) under the following circumstances:]

- 1) [The County's total revenue and revenue projections for FY21, as determined by the Montgomery County Department of Finance and Office of Management and Budget, are in excess of the FY21 Council approved revenue figures by at least \$20 million. The County will review the revenue and revenue projections at the end of each quarter for the conditions above. This review will be completed no later than one month after the conclusion of each quarter and the results will be shared with the Union;] Effective the first full pay period beginning on July 4, 2021, the base salary for all bargaining unit members shall be increased by one and four-tenths percent (1.4%). However, if the County Council approves a supplemental appropriation funding a general wage adjustment during FY2021, this general wage adjustment shall be offset by the amount of the FY2021 general wage adjustment.

- 2) [The Council grants an increase to any Montgomery County Government employee group (excluding service increments, longevity steps, or statutorily-granted increases to elected officials' compensation); or] Effective the first full pay period on June 19, 2022, the base

salary of all bargaining unit members shall be increased by one and one-half percent (1.5%).

If the Consumer Price Index for all Urban Consumers ("CPI-U") for the Washington-Arlington-Alexandria area for the twelve month period ending March 2022 exceeds one and one-half percent (1.5%), the County Executive agrees to submit a supplemental appropriation to the County Council to increase the general wage adjustment effective the pay period beginning June 19, 2022 from one and one-half percent (1.5%) to an amount equal to the percent increase in CPI-U for the Washington-Arlington-Alexandria area for the twelve month period ending March 2022, not to exceed two and one-quarter percent (2.25%).

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

[If the Council approves the supplemental appropriation, the adjustment shall be effective the first full pay period after the appropriation is approved. The adjustment may not show on an employee's pay advice for up to two full pay periods, but the adjustment will be paid retroactive to the effective date.^{12]}

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

* * *

ARTICLE 21 – TRAVEL

The parties agree that all reasonable and necessary travel expenses will be reimbursed when carrying out official business for the county. Employees will be compensated for local and non-local travel in accordance with applicable administrative procedures [(A.P. 1-2 & 1-5), effective 4-8-91, as revised.] A.P. 1-2, Non-Local Travel Guidelines, and A.P. 1-5, Local Travel Guidelines, as revised, subject to the following:

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

Section 1. Travel Arrangements and Costs.

- A. Bargaining unit members may request to travel from the airport, train station, and/or bus depot of their choice. Such requests will not be unreasonably denied.
- B. Any transportation costs while on travel, including taxicab, rideshare or similar car services, and mileage based on current IRS reimbursement rates, will be reimbursed. Local travel to and from airport, bus depot, rental car facility, and/or train station will be covered by mileage reimbursement in accordance with the AP 1.5.

- C. The Employer will reimburse bargaining unit members for meals and incidental expenses for each day they are on non-local travel in accordance with AP 1.2. The Employer will reimburse bargaining unit members for meals and incidental expenses in excess of the amounts described in A.P. 1-2 if those amounts are reasonable and necessary. Travel Authorized Reimbursement Form (TAR) must be submitted and approved prior to travel. Employee Expense Voucher (EEV) or subsequent revised form, must be submitted for reimbursement with receipts.
- D. When the Employer makes the travel arrangements, and when practical the Employer will provide all travel arrangements to bargaining unit members no less than 14 days prior to travel date. This information will include, air, bus, and/or train ticket reservation, hotel name and address, and/or rental car (if applicable) reservation information.

Section 2. Compensation for Time while on Official Authorized County Business

- A. When a bargaining unit member travels (including travel to and from destination, airport, bus depot, rental car facility, and/or train station, and actual travel and workday) not on their regularly scheduled duty day, that time will be compensated as overtime in accordance with Sections 14.1(A) through (D).
- B. When a bargaining unit member travels (including travel to and from destination, airport, bus depot, rental car facility, and/or train station, and actual travel and workday) on their regularly scheduled duty day, that time will be compensated. The employee will be placed on administrative leave for any remaining duty hours on that shift.
- C. Any bargaining unit member who returns home from travel after 1700 hours on his/her regularly scheduled duty day will be placed on administrative leave for the duration of the shift.
- D. Any bargaining unit member who returns home from travel after 1700 hours on the day before his/her shift will be placed on administrative leave from the beginning time of their shift until 1200 hours (noon). At the employee's discretion, he/she may request to take personal leave from 1200 hours to 1700 hours, such requests will not be unreasonably denied. The use of such leave will not count toward the number of leave slots (annual or casual) in Section 6.13 of the agreement.

Section 3. Reimbursement for Travel Expenses.

- A. The bargaining unit member is responsible to submit receipts for reimbursement within seven (7) business days of return from travel. The Employer will reimburse the requested and approved amounts in a reasonable period of time.

* * *

ARTICLE 51 – PENSIONS

* * *

H. [Pensions]

[This Article shall be reopened to bargain over changes to the pension benefits for all bargaining unit employees on or before November 1, 2020. Such negotiations shall be subject to the impasse/fact-finding procedures of Montgomery County Code Section 33-153.] Effective no later than June 30, 2022, upon retiring or exiting from the Deferred Retirement Option Plan ("DROP"), accumulated sick leave will be credited for retirement purposes to the extent permitted in the employee's retirement system of Montgomery County; after which unused sick leave based upon the employee's election will be rolled over into the employee's deferred compensation account, up to a maximum of one hundred and seventy-six (176) hours, at the employee's regular rate of pay that is in effect immediately prior to the employee's retirement date or exit from the DROP, whichever is higher. Roll over to the employee's deferred compensation account will be permitted up to the maximum allowed by the annual limit of Internal Revenue Code Section 457. Any donated sick leave will not be eligible for conversion to deferred compensation.

I. The parties shall create a working group to assess the viability of enhancing the Group G retirement benefit. The composition of the working group will include three representatives to be chosen by the union and three representatives to be chosen by the employer. The activities of the working group will be limited to:

- 1) Assessing the viability of altering the pension benefit formula, to include increasing the credit awarded for each year of service and the total amount of service credit for which employees may be eligible for Group G members;
- 2) Assessing the impact on the Consolidated Retiree Health Benefits Trust of increasing the County's share of retiree health insurance cost sharing for Group G members;
- 3) Assessing the viability of the County providing a military service credit for Group G members;
- 4) Assessing updating the UP 84 Mortality Table used to calculate the optional forms of benefit (including joint and survivor benefits) to the mortality tables used by the actuary for the actuarial valuation; and
- 5) Evaluating updating procedures for approving qualified domestic relations orders.

The working group shall provide recommendations to the Union and employer no later than October 15, 2021.

* * *


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.

Montgomery County Career Fire
Fighters Association, IAFF Local 1664


Jeffrey Buddle (Mar 30, 2021 12:02 EDT)

Mar 30, 2021
Date

Jeffrey Buddle
President
IAFF Local 1664


Robert Ford (Mar 31, 2021 09:35 EDT)

Mar 31, 2021
Date

Robert Ford
Negotiations Committee Chair
IAFF Local 1664

Montgomery County Government
Montgomery County, Maryland



3/31/2021

Marc Elrich
County Executive

Date



Mar 30, 2021

Jennifer Harling, Esq.
Chief Labor Relations Officer

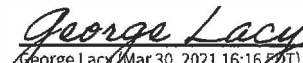
Date



Mar 31, 2021

Scott Goldstein
Fire Chief

Date


George Lacy (Mar 30, 2021 16:16 EDT)

Mar 30, 2021

George Lacy
Lead Negotiator

Date

Approved for form and legality by:



Mar 30, 2021

Edward E. Haenftling, Jr.
Associate County Attorney

Date

TENTATIVE AGREEMENT

[MON COUNTY EXECUTIVE LETTERHEAD]

[DATE]

Side Letter, re: Sick Leave Credit

Dear President Buddle:

As part of the negotiations between Montgomery County Government (the Employer) and the Montgomery County Career Firefighters Association, IAFF Local 1664 (the Union), over the reopener to Article 51 (Pensions) in the collective bargaining agreement effective July 1, 2020, the Union made a proposal that, prior to June 30, 2022, the undersigned submit legislation providing that bargaining unit employees will be credited with 5% of their average final earnings for each year of service credited toward retirement for accumulated sick leave.

As a result of those proposals, and discussions thereon, I agree to submit legislation prior to June 30, 2022 providing that bargaining unit employees will be credited with 5% of their average final earnings for each year of service credited toward retirement for accumulated sick leave.

I agree that the Union President and I, by express mutual consent, may alter the timing and/or content of the legislation submitted to the County Council.

Sincerely,

Marc Elrich
County Executive

Tentatively Agreed – 02/15/2021

For Montgomery County, MD:

George Lacy

George Lacy (Feb 15, 2021 13:12 CST)

George Lacy
Chief Negotiator
Montgomery County Government

For Montgomery County Career Fire
Fighters Association, IAFF Local 1664:

Jeffrey Buddle

Jeffrey Buddle (Feb 15, 2021 13:50 EST)

Jeffrey Buddle
President
IAFF Local 1664

FY22 COUNCIL DECISION CHART FOR COLLECTIVE BARGAINING AGREEMENTS

General Wage Adjustments

	Provision	Agreement	Council	FY22 Fiscal Impact	FY23 Impact
1A1	MCGEO GWA	\$1684 increase in base pay on last pay period in June 2022		\$348,156	\$10,401,161
1A2	MCGEO GWA Seasonal Employees	\$0.50/hour for eligible employees first pay period after July 1, 2021		\$89,288	\$89,288
1B	FOP GWA	2.5% after January 1, 2022		\$1,435,494	\$2,870,988
1C1	IAFF 1 st GWA	1.4% on July 4, 2021 less GWA approved in FY21 ¹			
1C2	IAFF 2 nd GWA	1.5% in June 2022 subject to increase based on CPI		\$51,547	\$1,534,410

Service Increments

	Provision	Agreement	Council	FY22 Fiscal Impact	FY23 Impact
2A1	MCGEO FY22 Service Increments	3.5% - anniversary		\$4,212,458	\$8,007,342
2A2	MCGEO Lump Sum	\$600 if at top of grade		\$1,055,791	\$0 ²
2B	FOP FY22 Service Increments	3.5% - anniversary		\$1,176,481	\$1,720,575
2C	IAFF FY22 Service Increments	3.5% - anniversary		\$829,756	\$1,604,960

Additional Service Increments

	Provision	Agreement	Council	FY22 Fiscal Impact	FY23 Impact
3A	MCGEO Additional FY22 Service Increment	1.25% for FY11		\$734,274	\$734,274
3B	FOP Additional FY22 Service Increment	None		\$0	
3C	IAFF Additional FY21 Service Increment	None		\$0	

Longevity Increments

	Provision	Agreement	Council	FY22 Fiscal Impact	FY23 Impact
4A1	MCGEO Longevity Increments of 2.5%, 3% or 3.5%	2.5%, 3% or 3.5%		\$160,963	\$333,099
4B	FOP Longevity Increments	3.5% after 16 or 20 years		\$144,797	\$241,031
4C	IAFF Longevity Increments	3.5% after 20 or 24 years		\$128,513	\$238,108

¹ The Council approved a GWA for IAFF, MCGEO, and FOP of 1.5% beginning on June 20, 2021.

² MCGEO and the Executive agreed to a second \$600 lump sum payment in the beginning of FY23, but that is not subject to Council action this year.

Tuition Assistance

	Provision	Agreement	Council	FY22 Fiscal Impact	FY23 Impact
5A	MCGEO Tuition Assistance – Individual Maximum raised to \$2130	\$100,000 appropriated for employees other than FOP shared with IAFF and unrepresented employees		\$100,000 shared	
5B	FOP Tuition Assistance	\$135,000 cap		\$135,000	
5C	IAFF Tuition Assistance	\$100,000 shared with MCGEO and unrepresented		\$100,000 shared	

Group Insurance Benefits

	Provision	Agreement	Executive’s Budget	Council	FY22 Fiscal Impact
6A	MCGEO Group Insurance	80% County share	75% County Share except HMO per side letter		
6B	FOP Group Insurance	80% County share	80% County Share		\$1,463,487 total with IAFF
6C	IAFF Group Insurance	80% County share	80% County Share		\$1,463,487 total with FOP

Increases in Special Pay

	Provision	Agreement	Council	FY22 Impact	FY23 Impact
7A1	MCGEO increase in shift differential	from \$1.40 to \$1.42 or from \$1.56 to \$1.87		\$576,434	\$576,434
7A2	MCGEO positions for field training pay	Add classifications eligible		\$19,522	\$19,522
7A3	MCGEO adjust holiday pay	Adjust Holiday Pay		\$104,574	\$104,574
7A4	MCGEO Standby Pay	Increase for Fire Marshals to 30% pay or 50% pay on weekends		\$57,247	\$57,247
7A5	MCGEO HHS Stipend	\$1500 stipend for HHS Crisis Center		\$50,057	\$50,057
7A6	MCGEO DOCR Group E Pay	Extra ½ hour pay		\$171,634	\$171,634
7A7	MCGEO Acting Pay	Additional \$5/hour ³		?	?
7A8	MCGEO Meal Allowance	Increase from \$10 to \$15		\$5,000	\$5,000
7B	FOP	No change		\$0	
7C	IAFF Travel Expenses	Pay for travel time and expense reimbursements new provisions ⁴		?	?

³ Fiscal impact statement does not estimate cost.

⁴ Fiscal impact statement does not estimate cost.

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

	Provision	Agreement	Council	FY22 Fiscal Impact	FY23 Impact
8A1	MCGEO – Highway Services	Increase boot subsidy from \$145 to \$200		\$13,750	\$13,750
8A2	MCGEO – DOCR uniform allowance	Increase uniform allowance from \$250 to \$375 and \$145 shoe allowance for Resident Supervisors		\$49,363	\$37,679
8A3	MCGEO – Transit Subsidy	Increase to \$265/month		\$150,000	\$150,000
8A4	MCGEO DGS shoe allowance – Fleet Services	\$200 ⁵		No change from prior years.	
8B	FOP – all police officers	Provide cell phones ⁶		Expense incurred in FY21	
8C	IAFF	No change		\$0	

Retirement Plan Increases

	Provision	Agreement	Council	FY22 Impact	FY23 Impact
9A	MCGEO Sick Leave Payout	Establish Sick Leave Payout for RSP & GRIP		\$225,000	\$225,000
9B	FOP	No change		\$0	
9C1	IAFF unused sick leave at retirement	Paid to deferred compensation		\$239,146	\$239,146
9C2	IAFF 5% credit to average final earnings for pension	5% credit for accumulated sick leave ⁷		? ⁸	?

F:\LAW\TOPICS\Collective Bargaining\22colbar\FY22 Council Decision Chart .Docx

⁵ Fiscal impact does not estimate cost.

⁶ Fiscal impact does not estimate cost.

⁷ Requires legislation that the Executive agreed to submit to Council later in FY22.

⁸ No fiscal impact was submitted.

Council Packet Questions

1. **When can we expect to get the MCVFRA Agreement?** The MCVFRA agreement was not subject to a reopener. As there are terms, however, that require funding for FY22, the agreement entered into last year is being resubmitted concurrent with these responses. The transmittal memo will highlight the particular sections of the MCVFRA agreement that require funding.
2. **What would the GWA be for MCGEO at the same cost if it was a percentage increase for all?** The GWA would work out to an average increase of 2.39% for the OPT/SLT salary schedules, but it should be noted that the flat dollar increase was not intended to be described as a percentage.
3. **What is the justification for moving away from a percentage increase for MCGEO to a flat dollar increase for all?** MCGEO proposed a flat dollar increase, which was acceptable to the County Executive.
4. **What is the effect of the flat dollar increase for MCGEO on salary schedule compression?** The effect of the flat dollar increase on salary compression is minimal for FY22.
5. **What is the reason for the extra makeup 1.25% service increment for MCGEO?** The additional 1.25% service increment is a “catch-up” payment for the increments that were initially not funded by the Council in FY11. The parties previously agreed that the missed increment would be phased in over three years in partial increments of 1.0%, 1.25%, and 1.25%. While most of the full “catch-up” payments have been approved for the other bargaining units, the second phase of the first “catch-up” increment was not approved by the Council for MCGEO bargaining unit members as submitted in FY21. This provides the MCGEO bargaining unit members this second phase of their first missed increment.
6. **What is the cost for tuition assistance for each bargaining unit?** Tuition assistance was reduced by \$150,000 in FY22. The County allocates \$135,000 for FOP bargaining unit members as is required by the collective bargaining agreement. The remainder of the budgeted tuition assistance program, \$100,000 in the FY22 Recommended budget, are split between the IAFF bargaining unit members, MCGEO bargaining unit members, and unrepresented employees.
7. **Does each Agreement continue to require the 80-20 split for group insurance the Council has rejected each year?** Yes.
8. **What is the reason for the increase in shift differential in the MCGEO Agreement in addition to the GWA?** The general wage adjustment reflects the need to adjust employee compensation based on changing market characteristics, including inflation, cost of living increases, and competition with other employers for similarly situated employees. The amounts of the shift differential have remained static for several years, and in addition to parity with other units, this increase addresses a change in inflation since the last adjustment.
9. **Can you explain the provision in the MCGEO Agreement on adjusting holiday pay?** The provision is intended to provide enhanced clarity in the application of holiday pay to ensure accurate and consistent utilization, as well as recognize an additional option for the amount of hours for work days.
10. **What is the reason for the big jump in standby pay for Fire Marshalls?** The agreement with MCGEO does not reflect a “big jump in standby pay for Fire Marshalls.” The collective bargaining agreement in place during Fiscal Year 2020, which was approved by the Council, included the escalated standby pay rates for Fire Marshalls as a pilot program. The program was discontinued in Fiscal Year 2021 as it was not renegotiated during term bargaining. The omission of the Fire Marshall pay from the new collective bargaining agreement was an oversight and was contested by MCGEO through a demand to bargain. The parties negotiated the demand to bargain simultaneously with the reopener negotiation and came to agreement to include the Fire Marshall pay permanently going forward.

11. **What is the reason for the \$1500 stipend for the HHS crisis center employees?** Crisis Center employees provide an invaluable public service in a high-stress environment. Unlike any other therapist assignments, the Crisis Center employees are in a position that works 24-hours a day with a higher level of personal risk than called for by the job class. The stipend is intended to recognize the potential additional personal hazard. Instead of creating a separate job classification for this group of employees to capture the uniqueness of this assignment, it was more efficient to provide the stipend. This decision is consistent with the practice in other departments where certain individuals are exposed to a higher level of risk in relation to the rest of the job class and receive a stipend to recognize those circumstances.
12. **If a MCGEO employee is paid at the higher classification for time working at a higher classification, what is the purpose of the additional \$5/ hour? Is that instead of pay at the higher classification or in addition to it?** This provision addressed some lack of clarity in the prior language, to ensure that its implementation could be applied uniformly. As such, shifting to a set hourly differential, as opposed to the variable rate of pay of the “higher classified job”, was done for consistency of approach.
13. **What is the fiscal impact for the \$5/hour acting pay?** There is no estimated fiscal impact anticipated, as the \$5/hour was largely similar to the average increase resulting from the variable rate of the “higher classified job”. Certain employees will see more or less under this method compared to the prior method.
14. **What is the fiscal impact for the changes in the reimbursement for travel expenses in the IAFF Agreement?** This item is included to establish uniformity in travel compensation and reimbursement across the Department that are not addressed in Administrative Procedures 1-2 and 1-5. It is not possible to measure current variation, so a fiscal impact cannot be determined, although it is not expected to be significant.
15. **What is the fiscal impact for the increase in the shoe allowance up to \$200 for DGS fleet services?** This is not a new provision; for several cycles, this item has been included as a side letter, which was recognized by an increase in the budget during the initial implementation. The parties agreed to eliminate the renewed side letter approach and place the language in the agreement. As this is continuing an existing practice from prior agreements with funding in base budgets, there is no new fiscal impact for FY22.
16. **What is the cost to provide all police officers with cell phones in the FOP Agreement?** The Montgomery County Police Department issued cell phones to all police officers during Fiscal Year 2021 using funds available at that time for that purpose. The cell phone language was inserted into the Council packet submission because the implementation of the memorandum of agreement was triggered by the Council approving a Fiscal Year 2021 general wage adjustment. Accordingly, the collective bargaining agreement needed to be updated to reflect the most current language.
17. **Please explain how the unused sick leave at retirement paid to deferred compensation in the IAFF Agreement would work?** This provision allows unused sick leave credits in increments of less than one-month to be converted by the County to cash and credited to a member’s deferred compensation account up to the Internal Revenue Code limit upon retirement or exiting the DROP. The amount credited will be based on the member’s hourly rate of pay at retirement, or upon exiting the DROP, whichever is higher. Currently, members received one month of credited service toward their pension for every 176 hours of unused sick leave, however credit for accumulated hours in increments of less than 176 hours is not provided.
18. **Please explain the Agreement to provide a 5% credit to average final earnings for pension calculation in the IAFF Agreement?** Currently members receive a 2.5% credit for each year of accumulated unused sick leave at retirement for those retiring with 0-20 years, and 2.0% credit for each year of accumulated unused sick leave for those retiring with more than 20 years of

service. The County Executive has agreed to transmit legislation before June 30, 2022 to increase the credit for each year of accumulated unused sick leave to 5% of average final earnings. In the interim, the pension work group will review the viability of this and other changes to the Group G retirement benefit. Language in the side letter allows the County Executive and the Union President to change the timing or the content of the legislation transmitted by mutual consent.

19. **What is the fiscal impact for the change described in question 18? Please provide the actuarial evaluation for this?** The estimated annual actuarial impact of increasing the percent applied to accumulated unused sick leave to 5% is \$1,360,740.
20. **Is the first GWA in the IAFF Agreement wiped out by the GWA recently approved by the Council for FY21?** The 1.4% GWA identified for July 4, 2021 is offset by the GWA funded by supplemental in FY21. Therefore, that 1.4% adjustment will not be provided.
21. **Explain how the second GWA would be calculated in the IAFF Agreement and the fiscal impact based on different CPI estimates?** The exhibit below shows how various CPI-U scenarios for the March 2022 Washington-Arlington-Alexandria area would impact the GWA provided June 19, 2022. Each 0.25% adjustment represents an annualized impact of \$255,298.

3/22 CPI-U	Adjustment (CPI-U capped at 2.25 - 1.5 = Adjustment to 6/19/22 GWA)	Final 6/19/22 GWA
1.50	1.5 - 1.5 = 0	1.50
1.75	1.75 - 1.5 = 0.25	1.75
3.00	2.25 - 1.5 = 0.75	2.25