

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

January 16, 2009

Montgomery County Government (Employer) and the Municipal & County Government Employees Organization, UFCW Local 1994, (Union) hereby agree to the following amendments to the existing Collective Bargaining Agreement for the years July 1, 2007 through June 30, 2010. These amendments shall go into effect July 1, 2009 unless otherwise stated.

1. Preamble addition to read "The parties recognize the economic crisis facing the County, particularly the overwhelming revenue short fall projected for fiscal year 2010. The County is calling on all of its employees to come together to deal with this grave situation. It is in this context that the parties have agreed to these amendments to the Collective Bargaining agreement for fiscal year 2010. The County intends to require similar financial sacrifices from all employees in fiscal year 2010.
2. Article 5.2 (c) addition as last sentence to read "This General Wage Adjustment shall be postponed and shall not be effective during fiscal year 2010."
3. Article 5.2 (d) addition to read "If the County government or MCPS negotiates higher compensation improvements for any of its employee organizations during FY-2010, except for HOC and MNCPPC, those higher increases will be matched for bargaining unit employees."
4. Article 5.2 (e) addition to read "In the event the County's financial condition improves and there are funds in excess of that necessary to maintain the current level of services, then the parties may reopen this agreement to discuss wages."

5. **Article 6.1 (c) addition to read “Bargaining Unit employees shall continue to be eligible for regularly scheduled service increments in FY-2010 under this article.”**
6. **Article 6.1 (d) addition to read “All bargaining unit members who are at the top of their salary grade in FY-2010, shall on a one time basis, be credited with sixty (60) hours of compensatory leave on their service increment date. The employee must use the sixty hours as leave.**
7. **Article 41.6 Miscellaneous addition to read “The parties agree to jointly submit legislation to the County Council providing that for the purposes of retirement benefit calculation, all bargaining unit members shall be credited at the annual salary amounts as if a 4.5 % cost of living adjustment had been paid in FY-2010.”**
8. **Article 27.5 addition to read “The County shall make every effort to avoid the layoff of bargaining unit members consistent with Article 27 of this Agreement to include the elimination/reduction of services provided by contractor(s) either employed by an outside vendor or by the County as an individual contractor, regardless of funding source. In addition, the County will continue to use Discontinued Service Retirement as in the past.”**
9. **Appendix 6 VI (c) addition to read “The Heavy Equipment section of Fleet Management Services shall have the 4 day 10 hour workweek available for their shift pick selection that meets the demonstrated operational needs of the section and optimizes schedule flexibility for bargaining unit members.”**
10. **Article 21.3 (a)(2) add at the end “and cost containment initiatives.”**
11. **Article 21.4 delete.**
12. **Article 21.14 (b) change July 30, 2005 to December 31, 2010.**
13. **Article 28.6 (h) addition to read “Employees shall be notified of their right to representation upon notice that they are subject to investigation.”**

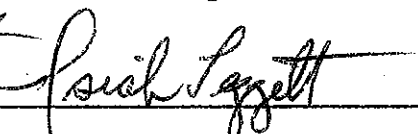
14. **Article 28.7 (e) addition to read “After a question is asked, the steward can advise the bargaining unit member on how to answer.”**
15. **Article 36.2 increase 840 to 1000 and 1560 to 1700.**
16. **Article 41.3 (c) addition to read “The parties agree that in accordance with the County policy on Boards and Commissions, to submit legislation providing that the representative selected by UFCW Local 1994 and approved by the County Executive to the Board of Investment Trustees shall be designated as an Ex Officio member.”**
17. **Article 55 COST EFFICENCY STUDY GROUP addition to read “The parties shall establish a study group consisting of the Local 1994 President and two (2) other Union representatives; the Director of OHR and two (2) other employer representatives and the purpose of the group shall include, but not be limited to any of the following:**
 - (1) **Evaluate the service delivery model for each agency/program/department which employ bargaining unit members;**
 - (2) **Evaluate the supervisory/management structure in each agency/program/department which employ bargaining unit members, to include the supervisor to employee ratio;**
 - (3) **Evaluate the technology, equipment and tools supplied to bargaining unit members to perform their duties and responsibilities; and**
 - (4) **Evaluate the County Executive branch’s operating budget to identify potential cost reductions that will not adversely impact same services;**
 - (5) **Evaluate the cost effectiveness of current contracts with outside vendors who perform services that can otherwise be performed by bargaining unit members or via other more cost effective ways;**

The study group's charge shall be to identify potential cost savings and/or productivity/efficiency enhancements/improvements. Any cost savings shall be dedicated to maintaining services. The study group shall have its first meeting no later than July 30, 2009."

FOR THE EMPLOYER:




Isiah Leggett, County Executive

Date 

3/4/09

FOR THE UNION:



Gino Renne, President

Date 1/16/09