

MEMORANDUM

TO: Andrew Kleine, Chief Administrative Officer
Montgomery County Government

FROM: Gino Renne, President
UFCW Local 1994 MCGEO *GR*

DATE: March 17, 2020

SUBJ: Demand for Bargaining

As a result of the declaration of emergency at the federal, state and local level in response to the containment of the spread of COVID-19 and the need to engage in social distancing, UFCW Local 1994 MCGEO hereby demands bargaining to enhance the safety of our members.

Consequently, the Union is making the following demands:

1. MCGEO demands bargaining to ascertain which bargaining unit positions/members will be classified as essential personnel in order to maintain the public safety and health of the Montgomery County community.
2. MCGEO requests copies of all existing plans or any recent updates to plans Montgomery County has made for containing the threat of COVID-19.
3. MCGEO demands bargaining over a plan for avoiding the spread of COVID-19 in all Montgomery County facilities, including bargaining over increased safety and protective equipment, training, and necessary modifications to existing leave policies as well as suspension of current attendance policies.
4. MCGEO demands bargaining over the likely effects of COVID-19 on the workforce, including contingency plans in the event of quarantines, shutdowns, changes to health benefits, and layoffs.
5. MCGEO demands that Montgomery County provide all employees with high-quality gloves, hand-sanitizing stations, and other necessary protective equipment as required by actual duties performed to protect themselves and avoid potentially spreading COVID-19 to customers.

6. MCGEO demands bargaining over training for all employees regarding the implementation of any new safety procedures.
7. MCGEO demands bargaining over work schedules, meal periods and appropriate rest periods for all employees designated as “essential”.
8. MCGEO demands that Montgomery County offer more paid leave than the contract currently provides for and continue providing health benefits to workers who miss work as a result of illness, caretaking obligations, and directives to self-quarantine, regardless of whether they have doctors’ notes.
9. MCGEO demands that all temporary, substitutes and contract employee represented by MCGEO continue to receive their pay for their normally scheduled hours during any service suspensions and/or facility closures.
10. Further, the collective-bargaining agreement protects workers from discipline or discharge except for just cause. MCGEO expects that no workers who exercise their rights under relevant law or the contract or who need to take leave because of COVID-19 will be retaliated against or face any other adverse employment actions
11. MCGEO reserves the right to demand bargaining over any other related subjects that may have an impact on our members during this public health crisis, specifically as it relates to COVID-19.

MCGEO is available for expedited bargaining and requests your expeditious response to this email.

We look forward to working together to get through this public health crisis while continuing to serve the people of Montgomery County.

cc: Steve Sluchansky, Chief Labor Relations Officer (Montgomery County Government)
Amy Millar, Special Assistant to the President (UFCW Local 1994 MCGEO)
Lisa Blackwell-Brown, Field Services Coordinator (UFCW Local 1994 MCGEO)
Raymun Lee, Organizing Coordinator (UFCW Local 1994 MCGEO)