

**BEFORE THE
MERIT SYSTEM PROTECTION BOARD
FOR
MONTGOMERY COUNTY, MARYLAND**

IN THE MATTER OF

[REDACTED],

APPELLANT,

AND

**MONTGOMERY COUNTY
GOVERNMENT,**

EMPLOYER

*
*
*
*
*
*
*
*
*
*
*
*

CASE No. 21-112

=====

ORDER ACCEPTING SETTLEMENT AGREEMENT

Appellant in the above captioned grievance appeal is an employee of the Montgomery County Department of General Services (DGS). He appealed to the Merit System Protection Board (Board or MSPB) challenging the decision of the County’s Chief Administrative Officer denying him COVID-19 differential pay.

On May 6, 2021, the County notified the Board that a tentative settlement agreement had been reached in the above captioned matter. On May 11, 2021, the parties filed a fully executed settlement agreement with the Board resolving the appeal.

The Board finds that it has jurisdiction to accept the settlement agreement into the record. MCPR § 35-15; MSPB Case No. 17-12 (2017); MSPB Case No. 16-10 (2016); MSPB Case No. 15-24 (2015). *Cf., Pleshaw v. OPM*, 98 M.S.P.R. 478, 480 (2005). Pursuant to Montgomery County Personnel Regulations (MCPR), § 35-15(b), the MSPB retains jurisdiction to interpret and enforce the terms of the settlement agreement.

The Board has reviewed the settlement agreement carefully and notes that the settlement agreement is lawful on its face and that the agreement was freely entered into by the parties. MSPB Case No. 19-18 (2019); *McGann v. Department of Housing and Urban Development*, 56 M.S.P.R. 17, 18 (1992). Therefore, the Board agrees to accept the settlement agreement into the record.

Accordingly, the Board hereby **ORDERS**:

1. That the settlement agreement filed by the parties in this matter be entered into the Board’s records;

Order Accepting Settlement Agreement

MSPB Case No. 21-112

Page 2

2. That within 45 calendar days of this Order the County shall provide the Board with written certification, copied to Appellant, that it has fully implemented the terms of the settlement;
3. That the appeal in MSPB Case No. 21-112 be and hereby is **DISMISSED** as settled;
4. That the Board will retain jurisdiction over any disputes that arise concerning the interpretation or enforcement of the settlement agreement.

For the Board

May 13, 2021

████████████████████

Harriet E. Davidson
Chair