

MEMORANDUM OF AGREEMENT
BETWEEN
MONTGOMERY COUNTY GOVERNMENT
AND
THE UNITED FOOD AND COMMERCIAL WORKERS, LOCAL 1994
MUNICIPAL AND COUNTY GOVERNMENT EMPLOYEES ORGANIZATION
AFL-CIO

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”) hereby agree to take the following measures to address bargaining unit employee safety concerns related to the Wheaton Building located at 2425 Reddie Drive, Wheaton, Maryland and nearby parking facilities.

The parties hereby agree as follows:

1. Safety:

- a. Contingent of the approval of the Committee Chair, within thirty (30) days of execution of this agreement, the County will invite MCGEO to regularly attend Wheaton Headquarters Safety and Security Committee meetings for the purpose of presenting its safety concerns for consideration by the members. MCGEO will be afforded one representative to attend meetings (which are scheduled approximately every eight weeks). Contingent upon the agreement of the Committee Chair, a plan will be developed to address the Union’s concerns and the Union will be provided regular status updates with respect to measures being taken to address safety issues in the Wheaton building and nearby parking facilities.
- b. The County will resume OEMHS emergency preparedness/active assailant drills at the Wheaton Building located at 2425 Reddie Drive within eight (8) months of execution of this Agreement.
- c. The County agrees to conduct a physical security assessment and a risk and safety analysis of the Wheaton building and parking garages 13, and 45, and to provide a report with recommendations on how to improve upon safety and security of the building and its occupants. The County has determined that the Security Services Division and the Office of Risk Management will conduct the physical security assessment and the risk and safety analysis, respectively. The physical security assessment will identify and evaluate potential threats and vulnerabilities at the Wheaton building, as well as parking garages 13 and 45, and will provide recommendations on measures that can be implemented to enhance security at these locations.

- d. A Union representative will be afforded the opportunity to observe both the physical security assessment and risk and safety analysis. Both the assessment and the analysis will be completed no later than six (6) months after execution of this agreement and will be provided to MCGEO and the Wheaton Headquarters Safety and Security Committee for review and next steps. The parties will meet no later than sixty (60) days following the issuance of recommendations to jointly review and discuss the recommendations as well as options for implementation, where feasible.
- e. Contingent on approved funding, the County will commit to adding security cameras in garage 45.
- f. Contingent on approved funding, the County will increase the frequency of security foot patrols in garage 45 during employee arrival and departure times. The County will reassess the need for these foot patrols every ninety (90) days and will notify and meet with MCGEO not less than thirty (30) days prior to ending or reducing the foot patrols.

2. Parking:

- a. Within thirty (30) days of execution of this MOA, the County will oversubscribe the parking spaces in the Wheaton Market Place Garage (Garage 13) by approximately 50 percent. All employees assigned parking at Garage 13 will also be assigned alternative parking at the Amherst Avenue Garage. Parking availability will be monitored, and the percentage of oversubscription may be reevaluated and readjusted as telework patterns change.
- b. Employees assigned parking in Garage 45 will be permitted to move their vehicles at the close of business (5 PM) to the designated employee parking area within Garage 13 if working past this time. Employees must move their vehicles back to their assigned employee parking area before 7:00am the following day.
- c. Carpool permits will continue to be available to vehicles with two or more commuters, regularly commuting a minimum of three (3) days per week (or as defined by MCDOT). Permits can be purchased through Commuter Connections. Preferred parking spaces for Carpool vehicles will be added to parking facility based on the number of permits sold.

3. Communication:

- a. Within thirty (30) days of execution of this agreement, the County will hold “All Hands” meetings with bargaining unit employees who work in the Wheaton building and MCGEO representatives in order to provide a copy of this agreement and information regarding available safety and support resources to include the Red Shirts,

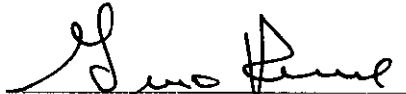
Flex Rides, crime alerts, available trainings, Alert Montgomery, and other safety information.

b. Within six (6) months of execution of this Agreement, the County will establish an alert system for all employees of the 2425 Reddie Drive building for the purpose of keeping employees informed with up-to-date information on current and ongoing safety/security incidents and other impactful events.

4. **Noise:** Within ninety (90) days of execution of this agreement, the County will conduct a noise assessment analysis in the Wheaton building at various stations incorporating each day of the work week with a focus on areas near HVAC systems to confirm compliance with OSHA standards. A Union representative will be afforded the opportunity to observe the testing and identify focus areas. The results of the study will be provided to MCGEO upon completion and the results will be submitted to the Wheaton Headquarters Safety and Security Committee for review and next steps. The County will continue to provide headphones to employees upon request.


5. **Effective Date and Expiration:** The terms of this MOA will take effect upon full execution by all parties and will reopen for negotiations/discussion one (1) year from the date of execution.

For MCGEO:

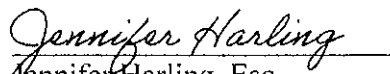

Gino Renne
President

11/21/23
Date

For the County:

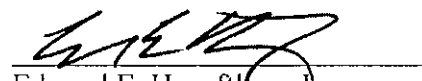

Richard Madaleno
Chief Administrative Officer

11/15/2023
Date


Jennifer Harling, Esq.
Chief Labor Relations Officer

10/31/2023
Date

For Form and Legality


Edward E. Haenfling, Jr.
Assistant County Attorney

10/31/2023
Date