

Resolution No.: 17-121
Introduced: May 3, 2011
Adopted: May 9, 2011

**COUNTY COUNCIL
FOR MONTGOMERY COUNTY, MARYLAND**

By: Government Operations and Fiscal Policy Committee

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 April 1, 2011, 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, 2011 through June 30, 2012. The Agreement is the result of an arbitration award in favor of the union. A copy of 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.
5. The Government Operations and Fiscal Policy Committee considered the amendments at a worksessions on April 25 and May 5, 2011. The Committee recommended action on each contract provision on May 5.
6. The County Council has considered these terms and conditions and is required by law to indicate on or before May 15 its intention regarding the appropriation of funds or any legislation or regulations required to implement the agreements.

Action

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

The County Council intends to reject full funding and disapprove the following provisions:

1. Retirement benefits for bargaining unit members.
2. Health, dental, vision, and prescription drug benefits for bargaining unit members.
3. Life and long-term disability insurance benefits for bargaining unit members.

The County Council intends to approve the following provisions:

1. Multi-lingual pay for bus drivers.
2. Mandatory classification studies for the positions of Correction Kitchen Officer, Equipment Operator I, Automated Traffic Enforcement Field Tech, Fire & Rescue Mechanical Occupational Series, Public Service Craftworkers, and School Healthroom Aides.
3. Court time pay for animal services employees.
4. Decreasing the attendance incentive.
5. No general wage adjustment for FY12.
6. No service or longevity increments for FY12.

This is a correct copy of Council action.



Linda M. Lauer, Clerk of the Council

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

The Montgomery County Government (Employer) and the Municipal & County Government Employees Organization/United Food and Commercial Workers Union Local 1994 (Union), agree that their collective bargaining agreement effective July 1, 2010, through June 30, 2011, is extended in full force through June 30, 2012, and is subject to the amendments shown on the following pages.

Please use the key below when reading this agreement:

Underlining *Added to existing agreement.*
[Single boldface brackets] *Deleted from existing agreement.*
* * * *Existing language unchanged by parties.*

The parties agree to amend the contract as follows:

* * *

ARTICLE 5 - WAGES, SALARY, AND EMPLOYEE COMPENSATION

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5.2 Wages

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(f) The 4.5 percent wage adjustment effective the first full pay period after July 1, 2009 shall be postponed and shall not be effective in FY2012.

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5.4 Multilingual Pay Differential

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(d) Beginning July 1, 2011, no additional employees will be tested for multilingual certification. The multilingual pay program may be reopened at a later date by mutual

written agreement of the parties.

- (e) Ride On bus operators shall be included as an eligible class to receive the multilingual pay differential in accordance with Article 5.4 effective July 1, 2011.
- (f) In addition, the parties shall jointly review the eligibility of the 108 bargaining unit members that the County proposes to discontinue eligibility for the multilingual pay differential for final determination.

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5.9 Overtime

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- (d) Overtime is paid at the rate of 1½ times the employee's gross hourly rate of pay, including pay differentials[, in accordance with the following schedule for partial hours, until the date upon which the Employer implements the “electronic timekeeping technology” described below:]

[1 - 15 minutes = no compensation
16 - 45 minutes = 30 minutes overtime compensation
46 - 60 minutes = 60 minutes overtime compensation]

[During the term of this Agreement the Employer intends to implement electronic timekeeping technology. As a result, bargaining unit employees will no longer be required to round overtime to the nearest fifteen (15) minute or thirty (30) minute increment.] Employees will report actual overtime worked on a minute by minute basis. [Upon implementation of this technology, subsection (d) above will no longer be operative. The Employer will provide sixty (60) calendar days notice to the Union prior to implementation of the technology.]

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- (h) Voluntary and Involuntary Overtime

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(4) Bargaining Unit members assigned to the Stone Street print shop shall be compensated at 1½ times their regular hourly rate when in an overtime status and shall have right for first refusal for bargaining unit work.

* * *

- (k) With the exception of the Emergency Communications Center (ECC) and any department where an agreement on overtime already exists, UFCW Local 1994

MCGEO bargaining unit members shall be given the right of first refusal for UFCW Local 1994 voluntary overtime work. The parties agree to create a joint labor-management study committee consisting of three (3) representatives appointed by management and three (3) representatives appointed by the Union to study the assignment of work at the ECC. This committee will report back to the parties no later than June 30, 2012.

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5.24 ASE Certification Incentive Pilot Program

(a) This incentive program applies to employees assigned to the Division of Fleet Management Services. Eligible employees would receive \$100 for each valid ASE examination for which a passing score is received up to a maximum of 20 examinations. In addition, each employee who achieves active "MASTER" status would also receive a \$1,000 incentive up to a maximum of 2 Master Certifications. The maximum ASE-related incentive that any employee can receive in one year would be \$4,000.00. Only active ASE certifications will receive the pay incentive.

(b) EVT Certification

The parties agree to have the Fire/Rescue departmental LMRC review bargaining unit members assigned to Central Maintenance of Montgomery County Fire and Rescue Services. The LMRC shall look at the following possible incentive program: Eligible employee shall receive \$1000 for each valid EVT master certification. Employees would be able to receive 30 certifications a year (to include ASEs and EVTs). The maximum incentive that any employee can receive in one year would be \$8000.

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5.27 Personal Vehicle Mileage Reimbursement

All bargaining unit members who are required to use their personal vehicles will be reimbursed mileage in accordance with Administrative Procedure No. 1-5, *Local Travel Guidelines*. However, employees will be reimbursed at the rate of \$0.485 per mile for all miles in excess of 7500 per year. If the IRS reimbursement rate increases during the term of this Agreement, then tier 1 of the above reimbursement schedule (\$0.445) shall be adjusted accordingly within ten (10) working days of the IRS change.

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5.31 Professional License/Certification Reimbursement

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The parties agree to create a joint study committee consisting of three (3) representatives from each party to look at the following: Bargaining unit members who are required to maintain/obtain certifications (to include ASEs and EVTs) shall receive compensatory time for time to take the test. Additionally, employees required to attend classes or training necessary for the maintenance of certification on non work time, shall be compensated at one and one-half (1½) times their normal rate of pay. This study committee shall report its recommendations to the parties no later than November 1, 2011.

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5.32 Wages and Benefits

If at any time during this fiscal year, the County implements improvements in rates of pay under Article 5, Section 1 or Appendix VII with groups of employees outside of the OPT/SLT bargaining units within the County Government or MCPS, such improvements shall be provided to all bargaining unit members covered by this agreement.

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ARTICLE 9 - WORKING CONDITIONS

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9.10 Classification Issues

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- (f) Classification and grade level review of an occupational class that is predominately populated by OPT or SLT bargaining unit positions, or a review of the classification assignment of an individual position, may be requested by the Union at any time during the month of June. Effective July 1, 2011, classification reviews will be suspended for the duration of this agreement.

* * *

- (o) The County shall conduct classification reviews of the following job classifications during FY 12:

1. Correction Kitchen Officer
2. Equipment Operator I
3. Automated Traffic Enforcement Field Technician
4. Fire & Rescue Mechanic Occupational series
5. Public Service Craftworkers
6. School Healthroom Aides

The County shall conduct an independent classification review of the Case Manager occupational series in accordance with 9.10

The County shall conduct classification reviews of three of the above mentioned job classifications during each fiscal year of this agreement. The Union will select the three of classifications from the above list. These reviews are subject to available funding.

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9.18 The County will allow the employee to set up a Qualified Transportation Fringe Benefits account through the relationship with the Montgomery County's PayFlex contractor in which the employee can set-aside pre-tax earnings up to \$230/month for commuting costs and from which the employee can be reimbursed using the SmartBenefits Program.

9.19 Health Tests

The bargaining unit member shall be given, upon request, a report of the examination and a confidential record shall be kept by the Employer. In addition, all CDL related examinations shall be done in accordance with any applicable laws.

ARTICLE 10 - GRIEVANCES

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10.5 Procedure

- Step 1 A written grievance must be presented to the immediate supervisor and Department Director by the Union within 30 calendar days from the date of the event giving rise to the grievance or the date on which the employee knew or should have known of the event giving rise to the grievance. The immediate supervisor/Department Director shall provide a written response within [7 calendar] 15 working days of receipt of the grievance. If the Union is not satisfied with the response or no response is given, the grievance may be appealed to Step 2 to the Office of Human Resource in writing within 10 calendar days of receipt of the written response from the immediate supervisor.
- Step 2 Upon receipt of a written appeal from Step 1, the CAO or designee shall meet with the Union and the Department within thirty (30) working days. The purpose of the meeting is to attempt to resolve the grievance. If the grievance is not settled at this meeting, the CAO or designee shall respond in writing to the grievance within forty-five (45) calendar days after the meeting.

During the course of this agreement, the parties agree to select and implement an electronic grievance submission and tracking system using funds available through the County-wide LMRC.

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10.14 Alternative Dispute Resolution Processes

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(a) Pre-discipline Settlement Conferences

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- (5) The Committee reviews the recommended level of discipline and the facts of the case and makes a non-binding recommendation. Each side is permitted to make a brief presentation before the Committee not to exceed 30 minutes. Presentation and format shall be established by the Committee.

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ARTICLE 14 - ANNUAL LEAVE

14.1 Definition

Annual leave is earned paid leave granted to eligible employees for vacations and other personal use. Employees may not take leave they have not accrued.

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[14.13 Annual Leave Incentive Program

At the County's request and with an employee's consent, an employee may perform their normal duties while receiving pay for annual leave.

- (a) The employee must have annual leave approved and scheduled in advance.
- (b) Employees may receive a maximum of 80 hours of annual leave per leave year while performing their normal duties. Employees may "cash in" the minimum number of hours of annual leave equivalent to the number of hours they are scheduled to work in a normal workweek (e.g. 40 hours scheduled and worked = 40 hours annual leave eligible to be cashed in), but not less. This program is not designed to provide an incentive for individual annual leave days scheduled to be off.

- (c) This process will be utilized by the parties as a one-year pilot project in the Department of Public Works and Transportation: Division of Transit Services and the Division of Fleet Management Services. The project may be extended an additional year by joint agreement.
- (d) For the purpose of this pilot program the annual leave pay-out will be treated and paid as a lump-sum and will be deducted from the employees accrued annual leave balance. The annual leave "cashed in" does not count towards overtime eligibility.]

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ARTICLE 15 - SICK LEAVE

15.1 Definition

- (a) Sick leave is earned, paid leave granted to eligible employees for periods of absence because of personal illness; injury; medical quarantine; medical, dental, optical, or psychological examinations and treatments; or any temporary disability caused or contributed to by pregnancy, miscarriage or childbirth. Employees may not take leave they have not accrued.

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15.6 Use of Sick Leave

- (c) Whenever supervisors are not available for sick leave calls, the employee shall be permitted to leave a message with a person designated by the supervisor to receive such calls. When leaving a message, employees must provide contact information to allow the supervisor to seek verification.

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15.7 Sick Leave Donor Program

- (a) Approval of sick leave donations; employee eligibility to receive sick leave donations
 - (1) A department head, or designee (other than the employee's supervisor), will approve a sick leave donation for an employee who reports to the supervisor, only if the employee:

* * *

- (B) has an extended illness or injury that causes the employee to be unable to work for more than 7 consecutive calendar days or the employee is the primary caretaker for the employee's spouse or child who has a serious health condition;

- (1) Add as new: "employee's parent": The County proposes a joint labor/management study committee, consisting of equal number of participants, to determine the need for such a provision. The study committee will make recommendations to the parties.

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[15.12 Sick Leave Reduction Incentive Pilot Program

Employees of the Emergency Communications Center, Department of Correction & Rehabilitation, and Division of Transit Services shall be eligible to participate in a Sick Leave Reduction Incentive Pilot Program during FY02.

- (a) On each Monday following every second payday, a lottery shall be held in each of the units identified for this pilot program.
- (b) The names of all employees who did not use any sick leave during the previous two pay periods shall be entered into a lottery drawing for \$100.00.
 - (c) For every 10 employees entered into the lottery, one name will be drawn.
 - (d) The parties shall meet to discuss the implementation of this program.
- (e) After FY02, the parties shall negotiate the continuation and/or expansion of this program to other work units.]

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ARTICLE 19 - ADMINISTRATIVE LEAVE

19.1 Approval Authority

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- (f) A full-time or part-time employee may be granted paid leave for a maximum of 3 [consecutive] work days in the event of a death in the immediate family which includes

the employee's parent, stepparent, spouse, brother or sister, child or stepchild, spouses' parent, grandparent, grandchild, spouses' grandparent, legal guardian, or any other relative living with the employee at the time of death. The three (3) work days granted under this section must be used within fifteen (15) days of the death. The Chief Administrative Officer may approve administrative leave for the death of other individuals related by blood or affinity whose close association with the employee is the equivalent of a family relationship. Bargaining unit members who require additional time off beyond these three (3) days may request additional reasonable time off charged to annual, compensatory, or personal leave; such leave shall not be unreasonably denied.

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ARTICLE 20 - HOLIDAY LEAVE

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20.3 Substitute Holidays

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- (e) Whenever Christmas Day, December 25, [or] New Year's Day, January 1, Independence Day, July 4, or Veteran's Day, November 11, falls on either a Sunday or Saturday, it will be considered a holiday for that year for an employee who has to work. The same rule must apply to an employee who may be off the holiday but who is required to work on the substitute holiday.

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ARTICLE 21 - BENEFITS

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21.3 Employee Benefits Committee

- (a)

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The purposes and functions of the Employee Benefits Committee shall be to:

- (1) review existing employee benefits and their provisions, and including cost containment; [and]

- (2) make findings and/or recommendations to the parties regarding changes in employee benefits and cost containment initiatives.
- (3) explore the feasibility of establishing a Health Benefits Board of Trustees consisting of eight trustees, four appointed by the County and four appointed by the Union. Possible roles for this Board would include: assuming the administration of the fund to include but not limited to the review of the County health insurance experience data; study methods of cost control and educate employees regarding health insurance utilization and health care; decide cost containment measures and select providers; and adjudicate all claim denials and adjudicate worker compensation claims.

The Committee shall meet not less than once a month during the months of February through mid-November. Meetings during the period of mid-November through January 31 may be scheduled upon mutual consent by the parties. A quorum for conducting business shall consist of at least 3 members appointed by each party.

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21.14

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- (b) The parties agree to jointly establish an interagency labor/management study committee that will review the feasibility of creating an interagency, multi- employer Health Benefits Board of Trustees to assume the administration of the participating agencies' health insurance funds/programs. The joint study committee will also consider all reasonable issues regarding the subject of health benefits cost containment. Membership on the joint study committee will be equally split between union and management representatives. Each participating agency and its unions will be represented by an equal number of participants. The committee will present its report by [December 31, 2010] February 1, 2012.

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21.16 Transfer from Carefirst to United Healthcare

All bargaining unit members currently enrolled in Carefirst shall be moved to United Healthcare Select.

21.17 Health Care Cost Management

- (a) The parties shall work with United Healthcare beginning no later than August 1, 2011 to develop a health care cost management strategy. The strategy shall include but not be restricted to the following steps:

- Step 1: Identify populations health risk factors that are medical cost drivers through data mining and predictive modeling
- Step 2: Identify the key focal point related to gaps in care, disease prevalence, life-style factors, and illness severity that most benefit from medical management
- Step 3: Develop an action plan and key objectives to address the medical plan cost drivers
- Step 4: Adopt programs (i.e. chronic condition management, case management, care coordination, wellness) to achieve strategic objectives
- Step 5: Communicate the objectives and strategy to plan participants
- Step 6: Measure program progress against established metrics of each objective

(b) The healthcare care cost strategy shall be designed to impact the medical cost drivers to lower medical trend and plan costs by:

1. Reducing health risk factors prevalent in the Montgomery County employee population
2. Improving treatment compliance of employees with chronic conditions
3. Improving medication adherence of employees with chronic conditions
4. Decreasing the prevalence of obesity in the population
5. Increasing the number of people exercising and eating nutritious meals.
6. Exploring more cost efficient prescription, dental, and vision programs

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ARTICLE 29 - LABOR MANAGEMENT RELATIONS COMMITTEE (LMRC)

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29.9 The parties agree to create a subcommittee of the County-wide LMRC, consisting of three (3) members appointed by management and three (3) members appointed by the Union, to look at leave issues. This subcommittee shall report back to the main County-wide LMRC, no later than November 1, 2011, on the following topics:

- Approval time for annual leave.

- Use of doctor's note to excuse absences when leave abuse is suspected.

- Consideration of unscheduled absences more than 30 days old when misuse/abuse is suspected.

- A stress management program to possibly involve administrative leave for bargaining unit members involved in traumatic work-related incidents.

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ARTICLE 31 - MAINTENANCE OF STANDARDS

All members of the bargaining unit retain the following benefits and conditions, as well as like benefits and conditions previously in effect between the parties, as set forth below:

- (a) employee tuition assistance;
- [(b) call back pay;]
- [c] (b) disposition of educational and special pay;
- [d] (c) use of County vehicles;
- [e] (d) Sheriffs' law enforcement equipment issuance;
- [f] (e) departmental uniform policy;
- [g] (f) Transit Services run-pick procedures;
- [h] (g) tools and equipment provided to DPWT trades and cleaning employees;
- [i] (h) Union use of interdepartmental mail system;
- [j] (i) Administrative Procedure No. 1-5, *Local Travel Guidelines*, personal mileage reimbursement;
- [k] (j) call-back pay, as provided in the Montgomery County Personnel Regulations, as amended August 25, 1988;
- [l] (k) deferred compensation; and
- [m] (l) Wellness Program, subject to budget limitations.

ARTICLE 32 - TOOLS AND UNIFORMS

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32.5 Uniforms For Employees

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(d) Safety Apparel/Equipment

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- (3) The County shall contribute up to [\$365.00 during FY08] \$121.67 in each fiscal year of the agreement toward the purchase of safety shoes by employees, as required or recommended by management. From the date of receipt, this is the total amount an employee shall receive for a 3-year period. To receive this 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 to the bargaining unit employee as determined by Risk Management, and the shoes must comply with American National Standard Institute (ANSI) safety standard ANSI: Z41-1983, or subsequently adopted appropriate ANSI standard.

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ARTICLE 34 - SAFETY AND HEALTH

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[34.2 Safety and Health Committee

- (a) The Union and the County mutually agree that employees' safety is of primary concern and that every effort shall be made to promote safe equipment, safe work habits, and safe working conditions. In order to reduce the incidence of duty-incurred injury in County service, the County and the Union shall establish a Safety Committee consisting of the following:
- (1) 5 representatives of the Union; and
 - (2) 5 representatives of management
- (b) The Union and the County shall select their representatives and each shall make such

selections known to the other in writing. The Committee shall select a chair and said position shall be rotated between the County and the Union on a yearly basis. The Committee shall meet at the call of the Chair to formulate such rules as it considers appropriate to its mission. Thereafter, the Committee will function in accordance with the rules. The Committee shall meet not less than once each month. Special meetings may be held at the call of the Chair or at the request of any member communicated to the Chairman. Members of the Committee attending such meetings or performing related activities at the direction of the Committee will not suffer loss of time or pay.

(c) A mutually agreed upon Committee will make periodic work area inspections. The Committee will review employee injury reports and recommend safety measures. The Committee shall have the authority to investigate specific safety problems and to make recommendations for their resolution to the employer. The Committee shall study and make recommendations concerning the following specific items and any other the Committee agrees to:

- (1) protection of unit employees and their property;
- (2) indoor air at County facilities;
- (3) employee cash handling and bank deposit procedures;
- (4) abusive and hostile public;
- (5) physical security of facilities; and
- (6) adequacy of security force and protocols.]

[34.3] 34.2

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[34.4] 34.3

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[34.5] 34.4

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[34.6] 34.5

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[34.7] 34.6

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[34.8] 34.7

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[34.11] 34.10

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[34.12] 34.11

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[34.13] 34.12

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[34.14] 34.13 Training

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(c) The County shall provide such training programs as are determined by the parties to be reasonably necessary to assure that each bargaining unit member, in connection with his respective job, is adequately trained in the precautions and procedures required for safety in maintenance, handling and use of facilities, equipment, machinery, chemicals and apparatus.

[34.15] 34.14

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[34.16] 34.15 Procedures for Use of Respiratory Protection Equipment

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(k) The County shall maintain certification of respiratory equipment as required by law.

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[34.17] 34.16 Driver's License Program

All employees who must, as a part of the employee's duties, routinely operate a County-owned/leased vehicle in the course of County employment must maintain a valid driver's license, provide the Employer with notice of their driver's license number and [shall] must immediately notify the Employer of any suspension or revocation of their driver's license and in accordance with AP 1-4. This provision does not supersede or invalidate any existing driving event or record reporting requirement authorized by law, regulation, administrative procedure, or departmental procedure.

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[34.18] 34.17

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[34.19] 34.18

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[34.20] 34.19 The County shall furnish to the Union annually (a) a copy of OSHA Form 300, Log of Work-Related Injuries and Illnesses, with the names of the employees deleted, and (b) a copy of OSHA form 300A, Summary of Work-Related Injuries and Illnesses. These forms combine work related injuries sustained by bargaining and non-bargaining unit employees.

The parties agree to create a joint labor-management study committee consisting of three (3) representatives appointed by management and three (3) representatives appointed by the Union to study possible trends surrounding on-the-job accidents. This committee will report back to the parties no later than June 30, 2012.

[34.21] 34.20

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34.21 Home Visits/Investigations

A bargaining unit member shall not be required to conduct home visits, transport clients, or perform investigative activities alone or unassisted when, based upon the reasonable judgment of the bargaining unit member, there is a known or perceived dangerous situation. If an employee is concerned about a safety problem he or she shall ask for assistance from their supervisor who will reasonably determine what assistance is needed, and if necessary make available a second employee or facilitate a police escort.

34.22 Mold/Mildew Abatement

When mold becomes apparent in any bargaining unit work environment, the County shall take corrective action to eliminate the mold in a timely manner.

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ARTICLE 38 - NON-DISCRIMINATION

38.1 All terms and conditions of employment contained in this Agreement shall be applied to all employees without discrimination on the basis of race, color, sex, marital status, religion, union or political affiliation, country of origin, age, sexual orientation, disability, or genetic information. The terms of this agreement shall also apply to sexual harassment.

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[38.3] If an alleged violation of this Article is pursued by a grievant in any statutory forum such as a court or administrative agency, the violation shall not be subject of a grievance under this Agreement.

38.4 Sexual harassment is a form of sex discrimination and is therefore included in the provisions of Section 38.1 above. Sexual harassment is defined as unwelcome sexual advances, requests for sexual

favours, and other verbal or physical conduct of a sexual nature when:

- (a) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment;
- (b) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or
- (3) such conduct has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.]

ARTICLE 39 - COMMUNICATION

39.1 [Copies of Employer Correspondence] Notice of Work Rule Change

- (a) The Union must be given no less than 30 [business] days notice of work rule changes. Work rules are defined as general directives, policy statements, and procedures made or issued by the Employer that govern or regulate the conduct and performance of employees and/or impact the hours or working conditions of unit members. The Union shall have the opportunity during that 30-day period to bargain over any negotiable work rule changes. Negotiations shall not delay the implementation of any work rule change. Work rule changes must not modify the terms of the collective bargaining agreement unless jointly agreed upon by the parties. The Union may request a meeting with the County concerning the subject work rule change within 10 business days of receiving notice.

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ARTICLE 41 - RETIREMENT

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41.10 The County shall not make the employer retirement contribution for bargaining unit members in groups A, E, and H of the Montgomery County Retirement System, during the July 1, 2011- June 30, 2012 Fiscal Year, Groups A, E, and H bargaining unit members would not earn service credit during the July 1, 2011- July 30, 2012 Fiscal Year. However, employees in groups A, E, and H would continue to contribute to the ERS during that period.

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ARTICLE 42 - DURATION

This contract embodies the whole agreement of the parties and may not be amended during its term except by mutual written agreement. This Agreement shall become effective July 1, [2010] 2011,

and terminate June 30, [2011] 2012. Renegotiation of this Agreement shall begin no later than November 1, [2010] 2011, and shall proceed pursuant to the County Collective Bargaining Law.

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ARTICLE 44 - NON-PUBLIC SAFETY RETIREMENT PLANS

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44.2 Contributions

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Bargaining unit members participating in the RSP would be credited with the County contribution of 6% instead of 8% of employee's regular earnings for the July 1, 2011- June 30, 2012 Fiscal Year. However, RSP participants shall continue to pay their full contribution rate during the same period.

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44.6 Severance Pay Plan

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(d) Participants in the GRIP shall be eligible for the above referenced severance benefits.

44.7 Guaranteed Retirement Income Plan

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Bargaining unit members in the GRIP would be credited with the County contribution of 6% instead of 8% of employee's regular earnings for the July 1, 2011- June 30, 2012 period. However, GRIP members would continue to contribute their full contribution rate during the same period.

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44.9 Retirement Plan Liability Reductions

Beginning no later than August 1, 2011 the parties shall jointly analyze the Employees' Retirement System, RSP, and GRIP to determine what alternative funding strategies and plan design changes may be adopted to reduce the plan's unfunded liability.

Should the parties not reach agreement on any identified alternatives, then such alternatives shall become subjects of bargaining during negotiations that will beginning November 1, 2011.

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ARTICLE 52 - INQUIRIES INTO ASSERTED ABUSIVE CONDUCT

If the Union believes that a supervisory employee has engaged in abusive or intimidating behavior toward a unit member, the Union may file a confidential complaint with the Office of Human Resources with as much information as possible. The Office of Human Resources will conduct a confidential investigation of the complaint, to be completed within 90 days. OHR will then provide a confidential report of its findings and any recommendations for corrective action to the department head and the CAO.

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APPENDIX II

OPT Unit - DEPARTMENT OF HEALTH AND HUMAN SERVICES

- [(a) A bargaining unit member shall not be required to conduct home visits, transport clients, or perform investigative activities alone or unassisted when, based upon the reasonable judgment of the bargaining unit member, there is a known or perceived dangerous situation. If an employee is concerned about a safety problem he or she shall ask for assistance from their supervisor who will reasonably determine what assistance is needed, and if necessary make available a second employee or facilitate a police escort.. The County agrees to ensure that a sufficient number of cellular telephones will be made available to the ACT Team and Child Welfare bargaining unit employees who have duties consistent with Appendix II.]

General Issues

- [(b)] (a) The County shall purchase safe needles for use by Nurses and Technicians and maintain a needle stick and sharp instrument protection policy.
- [(c)] (b) The Department shall continue to adhere to the Maryland Nurse Practice Act.
- [(d) Each school health room shall have appropriate medical supplies and equipment as determined by the Nurse Manager in consultation with the health room staff.]
- [(e)] (c) Aging and Disabilities: Prior to a person on-call being sent into the field, the supervisor shall review the need to dispatch a Nurse or Social Worker, or other employee.
- [(f) The County shall work with the Union to establish a savings plan through the Credit Union to allow school based and other ten-month employees to have an income stream during the summer months.]

- [(g) School based health staff will be placed on administrative leave when all MCPS schools are closed due to inclement weather. If individual schools are closed, health room staff are to contact their Nurse Administrator/ Manager directly or through the school health services office for an alternate assignment. If an alternative assignment is not available, the unit member shall be placed on administrative leave. Year round staff are expected to remain in work status when schools are closed except that unit members may request annual leave in accordance with Article 14, Section 14.6.]
- [(h) The County will continue to install panic buttons in group rooms, to be completed by June 1, 2008. The Union will do a walkthrough with the Department to identify rooms.]
- [(i)] (d) HHS and the Union agree that employees who work beyond the regular work day must have prior supervisory approval and must be compensated in compliance with Article 5 of the Agreement. The subject matter of whether overtime is needed within the Department will be forwarded to the Countywide LMRC for consideration.

School Health Services

- (a) Each school health room shall have appropriate medical supplies and equipment as determined by the Nurse Manager in consultation with the health room staff.
- (b) School based health staff will be placed on administrative leave when all MCPS schools are closed due to inclement weather. If individual schools are closed, health room staff are to contact their Nurse Administrator/ Manager directly or through the school health services office for an alternate assignment. If an alternative assignment is not available, the unit member shall be placed on administrative leave. Year round staff are expected to remain in work status when schools are closed except that unit members may request annual leave in accordance with Article 14, Section 14.6.
- [(j) The County and the Union agree that this Agreement does not provide workload and caseload assignment standards. This provision does, however, represent the parties' best efforts to assess the staffing needs of DHHS and work in partnership to improve the quality of services wherever possible.
- To that end, the parties agree to contract the services of a third party consultant who is experienced in the field of health and human services to evaluate the caseloads /workloads of each professional job classification to determine whether caseloads/workloads are in compliance with professional standards and-or state/ federal guidelines. Should the consultant determine that additional staff is needed to better manage caseloads/workloads the parties shall negotiate over such recommendation.]
- [(k) Personal safety and security training seminars will be offered to all employees assigned to the site. Signs will be posted in the parking lot that will state that the lot is monitored

by security patrols. Security will continue to provide safety escorts to employees upon request. (401 Hungerford Drive)]

[(l) Personal safety and security training seminars will be offered to all employees assigned to the site. Signs will be posted in the parking lot that will state that the lot is monitored by security patrols. Security will continue to provide safety escorts to employees upon request. (1301 Piccard Drive)]

[(m)](c) School/Public Health: Administration of medication may only be delegated by a nurse when limited to medication by subcutaneous inject if the nurse has calculated the dose.

[(n) Nurses shall have access to a nurse manager and/or other medical professional for consultation on health/medical matters.]

[(o) 1301 Piccard

1. The following items will be referred to the LMRC:
 - Employee parking;
 - Vehicles; and
 - Ergonomic chairs at all workstations in the crisis center.
2. Risk Management will make diligent efforts complete an air quality assessment in a timely manner. If the assessment will not be completed by September 1, 2008, the County will notify the Union.
3. The County agrees to complete the installation of card readers at the entry way to the offices by July 1, 2008.
4. An intercom, door release and swipe card system will be installed at the reception area in Suite 1200, Administrative offices, and with a bigger window in the door.]

[(p) 1335 Piccard

1. Privacy partitions will be installed where requested.]

[(q) 401 Hungerford

1. The following items will be referred to the health and safety subcommittee of the LMRC:
 - Installation of security cameras in the parking garage and establishment of a monitoring desk.

2. Risk Management will make diligent efforts complete an air quality assessment in a timely manner. If the assessment will not be completed by September 1, 2008, the County will notify the Union.
3. The following item will be referred to the LMRC:
 - Vehicles.
 - Install security cameras in garage at 401 Hungerford, with monitors at the security desk at 401 Hungerford and the Security Command Center.
 - Remove all damaged and moldy carpeting on 7th floor lobby and hallways.
 - Install traffic mirrors in parking garage.]

[(r) 7300 Calhoun

1. The facility will repair all ceiling tiles.
2. The following items will be referred to the LMRC:
 - Employee parking;
 - Vehicles.
3. The following items will be referred to the safety and health subcommittee of the LMRC:
 - Provide evening security;
 - Install speed bumps in walk areas surrounding building.
4. Risk Management will make diligent efforts complete an air quality assessment in a timely manner. If the assessment will not be completed by September 1, 2008, the County will notify the Union. The results will be forwarded to the LMRC.]

[(s) 8818 Georgia Ave.

1. The following item will be referred to the LMRC:
 - Employee parking.
2. The Department agrees that a lock has been install on the door of the lunchroom.
3. Risk Management will make diligent efforts complete an air quality assessment in a timely manner. If the assessment will not be completed by September 1, 2008, the County will notify the Union.]

[(t) 255 Rockville Pike

1. The County agrees to provide documentation that the furniture is new.

2. The following items will be referred to the health and safety subcommittee of the LMRC:
 - Security.
 - Increase number and frequency of mobile security patrols.
3. Panic buttons will be installed in all group rooms by July 1, 2007.
4. Risk Management will make diligent efforts complete an air quality assessment and make any necessary enhancements in a timely manner. If the assessment will not be completed by September 1, 2008, the County will notify the Union. The results will be forwarded to the LMRC.
5. The following items will be referred to the Countywide LMRC:
 - Install security cameras in garage at 255 Rockville Pike, with monitors at the security desk at 255 Rockville Pike and the Security Command Center.]

[(u) UpCounty Regional Center

1. The following items will be referred to the safety and health subcommittee of the LMRC:
 - Enclose the front reception area of income support.
 - Create an additional Security Officer post on the 2nd floor and staff for all hours open to the public.
 - Provide AED equipment in all levels of the building
2. The following items will be referred to the building maintenance subcommittee of the LMRC:
 - Disinfect interview rooms and lobby area on a daily basis;
 - Provide enhanced cleaning and security of employee bathroom;
 - Provide routine maintenance of workspace.
3. The County agrees to provide disinfecting products.
4. The following item will be referred to the LMRC:
 - Vehicles.
 - Employee parking.]

[(v) East County Regional Center

1. The following item will be referred to the safety and health subcommittee of the LMRC:
 - Establish and implement a security protocol to include permanent Security Officer for all hours facility open to public.

2. The following item will be referred to the LMRC:

- Chairs]

[(w) Child Welfare Services

1. The Department is willing to provide laptops as necessary according to current practice.]

[(x) Dennis Ave

1. Risk Management will make diligent efforts complete an air quality assessment in a timely manner. If the assessment will not be completed by September 1, 2008, the County will notify the Union.

2. The Department has already provided cell phones and laptops for all unit members who do field work in accordance with current practice.

3. The following item will be referred to the LMRC:

- Employee parking.

4. An emergency evacuation assessment will be conducted.]

[(y) 751 Twinbrook

1. Risk Management will make diligent efforts complete an air quality assessment in a timely manner. If the assessment will not be completed by September 1, 2008, the County will notify the Union.

2. An operable client elevator will be provided.

3. A Security Office position has been requested for FY08.

4. The following item will be referred to the building and maintenance subcommittee of the LMRC:

- Improve parking lot lighting.]

[(z) School Health

1. Computer program training will be provided to School Health unit members through the Office of Human Resources.

2. The following items will be referred to the LMRC:

- Furniture;

- Increased number of special needs students;
- Increase number of School Health nurses;
- Budgets (work with MCPS);
- Recruitment and retention;
- Timely notification of assignments.

3. An ongoing School Health in-service training curriculum shall be established no later than the beginning of the 2007 school year.]

[4.](d) No school health bargaining unit member will work off the clock unless he/she has prior approval in which case must be compensated in accordance with the collective bargaining agreement. The only exception to necessary prior approval is in the event a student or staff member is injured or ill, the unit member is encouraged to render necessary assistance beyond the regularly scheduled work hours. The unit member shall advise the nurse administrator of such additional work in accordance with the school health guidelines. The unit member shall be compensated in accordance with the collective bargaining agreement.

(e) Provide year-end guidelines to school health room aides regarding the process for requesting assistance to complete year end duties.

(f) School Health Services management will add selection boxes, with a drop down menu, to identify up to three preferred assignments; and will publicize the updated assignments list a minimum of three times each school year (i.e. September, December, and March).

[5. The County agrees to clarify assignment process for all school health staff and provide timely notification of assignments.

6. A separate departmental LMRC will be established for school health to deal with outstanding issues.]

[(aa) Miscellaneous

1. The following item will be referred to the safety and health subcommittee of the LMRC:

- Provide Security Officers on a full-time basis in work areas serving high risk populations.

2. The following items will be referred to the building and maintenance subcommittee of the LMRC:

- Conduct mold abatement at CRC;
- Stabilize temperature control at CRC;

3. Additional digital cameras will be provided where needed.
4. The Employer shall take steps to assure that all bargaining unit members receive a copy of the Disruptive Behavior Act.
5. The following items will be referred to the Countywide LMRC:
 - Provide panic alarms in all rooms/offices where employees provide direct service at 2424 Reddie Dr.]

APPENDIX III

SLT Unit - DEPARTMENT OF POLICE, CROSSING GUARDS & FORENSIC SPECIALISTS

* * *

(k) Forensics

1. Use of Vehicles while On-Call Forensic Specialists who live in the County and those who live out of the County but near the County border (within 15 miles), will be allowed “to and from” use of a County vehicle while in an on-call status. In exchange for the use of a “to and from” vehicle while on-call, Forensic Specialists will be expected to respond to calls for service.
2. The County will issue traffic/safety vests to all members to be worn when working crime scenes in roadways.
3. Employees will be provided with ballistic/body armor to be worn when working in dangerous and/or potentially dangerous environments. These will be for mandatory use at the direction of any supervisor. The ballistic/body armor will be funded via LMRC monies.
4. The County will provide voluntary self defense classes.
5. The following items will be referred to the LMRC
 - Studies on safety and cleanliness of building (i.e. vermin inside and outside and ceiling capability during rainstorms).
 - Implement a pilot 4 day/10 hour work schedule.

* * *

(n) Police Service Aides

1. The following items will be referred to the health and safety subcommittee of the LMRC:

- All front doors to lobby shall be locked at night. Such doors shall be equipped with an entry buzzer controlled by the front lobby;
- Issue new headsets for all unit members assigned to district stations.
- Improve security at all stations by having SWAT conduct an assessment and implement accordingly.

* * *

(o) ECC

* * *

4. The following item will be referred to the LMRC:

* * *

- Fence perimeter
- Improved parking lot lighting
- Develop security protocols

* * *

9. ECC shall not require short notice mandatory overtime of [a dispatcher assigned to the #3 shift (4:00 pm – 12:00 am)] an employee who is scheduled for pre-approved leave (vacation) the following [work] calendar day unless exigent circumstances require that all members of the shift be held over. If the [dispatcher] employee is excused from working overtime by virtue of leave approval the following work day, the employee will stay at the top of the mandatory list upon return to work. This provision shall not apply to prescheduled mandatory overtime.

* * *

(t) Public Safety Training Academy

1. The following item will be referred to the Countywide LMRC:

- Adequate noise barriers in all unit work stations shall be installed no later than December 1, 2010.
- LMRC will conduct studies on hazardous working conditions (air quality, hearing loss, etc...)

(u) Animal Services

1. Employees are to receive 3 hours of court time (for court hearings in District or Circuit court) when scheduled for court on a regular day off or during off-duty hours.

2. FTO Pay: All employees who perform training, shall receive training pay as described under 5.23 of the MCGEO contract (\$3/hour).
3. The following items will be referred to the LMRC:
 - Callback pay (define when call back pay starts and how long employees have to report in once called back)

(v) Homeland Security

1. Security Section: (1) The County agrees that more training is necessary for Security Officers. In order to further the professionalism of security officers and to train officers in best security practices, the County will provide all officers with 40 hours of initial training, followed by an additional 8 hours of annual in-service training. Union will have input in course development. (2) Security Officers will be issued flashlights. (3) Security Officers will be issued and required to wear lightweight undergarment body armor. Appropriate disciplinary action may result for failure to wear body armor. (4) Security Officers will be issued OC Spray after they receive appropriate training/certification. The product must be carried while on duty. (5) Additional radios will be purchased to ensure that every officer is provided a radio while on duty.
2. Pursuant to the reopener, agreement additional radios will be purchased to ensure that every officer is provided a radio "while on duty."
3. Spotlights will be provided on all vehicles.
4. The following items will be referred to the LMRC with respect to areas under the control of Homeland Security, Security post at EOB, COB, and PSSC and referred to the Countywide LMRC with respect to other facilities not controlled by Homeland Security:
 - replace all chairs at security posts with ergonomically designed chairs;
 - replace current desks at security posts with ergonomically designed workstations;
 - provide regular cleaning of work areas;
 - install gates with locks on security area to restrict unauthorized personnel.
5. Department will establish a standard rotation every two (2) weeks subject to post requirements and to accommodate employee medical needs. Department Captain will review any written complaints by Union about favoritism in location assignment and will respond to the Union in writing.
6. County is moving forward with developing training curriculum with input from Union within time-frame of reopener agreement.
7. The parties agree there is a need to discuss the allegations of inappropriate behavior of

Lieutenants.

8. The department shall make every reasonable effort to provide notice to a Security Officer of a change in shift location twenty-four (24) hours prior to the beginning of the bargaining unit member's scheduled shift, provided the need for the shift location change is known by the Department 24 hours in advance, and shall communicate this notice of change to the officer's County e-mail address or phone number provided by the officer. If 24 hour notice cannot be provided, the officer will be notified at or near the time the need for a change in shift location arises.
9. Business cards will be issued.
10. The following item will be referred to the LMRC:
 - Issue cell phones to mobile patrols.
 - SUVs with security emblem.
 - Replace all chairs at security posts with ergonomically designed chairs.
 - Expand CCTU surveillance and security patrols and implement two officer patrols during hours of 5:00 p.m. and 6:00 a.m.
 - Implement a 4 day/10 hour work schedule.
 - Implement security plans for each building patrolled and conduct training on these plans (layouts, entrances, exits, etc...)
 - Two person response to all alarm calls during night time hours.
11. Sanitary wipes will be provided at each security post.
12. The County agrees that the current rain jacket issued to Security Officers will be replaced at time of regular replacement by a rain jacket with a hood.
13. The County will provide standard first aid kits for mobile patrols.
14. The County will provide a cell phone for sign out and use by a Field Supervisor.
15. The County will stitch Sergeant Chevrons onto Security Sergeants' jackets.

APPENDIX IV

OPT Unit - DEPARTMENT OF CORRECTIONS AND REHABILITATION

- (a) The parties shall establish a Labor Management Relations Committee (LMRC). LMRC agenda items will include:

* * *

Enforcement of policies consistently throughout DOCR

Visiting police officers ability to carry guns

Review assignments which should be designated as a "two person post"

Non-toxic cleaning products and floor stripping agents (regular reviews will be conducted and Risk Management may be requested to conduct chemical hazard testing)

Install secured, fenced parking area

* * *

(p) MCCF

1. The following items are referred to the LMRC:

* * *

- Discuss: Therapists and psychiatric nurses assigned to MCCF will be placed on a rotating stand by status based on seniority to perform unscheduled work (receive/return phone calls, perform evaluations by phone and/or report to work) and will receive stand by compensation.

* * *

(r) PRC

1. The following items are referred to the LMRC:

- Provide additional employee parking.
- Issue body alarms to all unit members
- Create additional employee parking
- Change locations of parking lot cameras
- If appropriate, mandate a 6 week state academy training

* * *

3. The County will offer a FTO program and shall provide training pay as described under 5.23 of the MCGEO contract.

4. All central staff shall be issued handcuffs. It is mandatory that central staff carry the handcuffs at all times while working.

* * *

(dd) All broken medical equipment shall be serviced or replaced as needed (the below listed items are now being examined to determine if repairs are necessary):

- 6 metal biohazard trash cans with step to open lid (MCDC/MCCF)

- Call bell system (MCCF)
 - 1 Welch/Allen portable vital sign machine on wheels (MCDC/MCCF)
 - 3 portable digital blood pressure machines
 - 4 electronic thermometers
 - 6 stethoscopes
 - 1 pulse ox meter
 - Sphygmomanometer wall unit with cuffs
- (ee) The clocks of record at MCCF and MCDC will be the clock at key check and the clock in the roll call room, respectively.
- (ff) The County will provide mandatory self defense training to all DOCR staff. If an employee does not attend this mandatory training, he/she may be subject to discipline.
- (gg) The following items will be referred to LMRC for MCDC/MCCF:
- Cut trees along fence at MCDC fence line
 - Special study group to review a consistent promotional process
 - Allowing a grace period for late slips
 - CPU-15 Special Police Officer Committee

* * *

APPENDIX V
OPT/SLT Units - DEPARTMENT OF LIQUOR CONTROL

* * *

- (l) The following items are referred to the LMRC:

* * *

7. Uniform safety standards:
Increase inspections;
Equipment: safety glasses, back braces, etc...
8. The parties shall discuss an incentive program to reduce sick leave usage and workplace injuries.

* * *

Appendix IX
Performance Planning and Evaluation Procedures for Bargaining Unit Employees

* * *

(2) Definitions.

- (a) *Coaching*: [The ongoing process used by a supervisor to help an employee recognize the quality of the employee's work, identify opportunities for improvement, and provide guidance and direction to the employee to maximize the employee's knowledge, skills, and abilities.] Coaching is a non-disciplinary, supervision tool that utilizes interactive communication between a supervisor and an employee with the intent to have a positive influence on the employee and the department. The goal of coaching is to enhance the employee's motivation, performance, awareness, and professional development. Coaching may be a one time event or a process that occurs over time. Coaching may be used by a supervisor to recognize the quality of the employee's work, identify opportunities for improvement, and provide guidance and direction to the employee to maximize the employee's knowledge, skills and abilities.

* * *

APPENDIX X
DEPARTMENT OF PERMITTING SERVICES

* * *

(b) The following items will be referred to the LMRC:

- replace current vehicles used by unit members with 4X4 vehicles equipped with appropriate equipment and supplies.
- Job related training will continue to be provided.
- Foreign language training is available through tuition assistance program.
- Eliminate Customer Service Division and return bargaining unit workers to land development or building construction as appropriate. (As an alternative, a general proposal for management to share customer input with Union and jointly develop agency improvements to address customer suggestions)
- Annually, within one month of the beginning of the fiscal year, provide field inspectors with three baseball caps, one insulated winter cap (with tie-down ear muffs), one pair of safety boots (with nail proof soles), one set of insulated overalls (if the inspector requests), and 3 long and 3 short-sleeved shirts with DPS logo. If DPS 'enterprise' funding is insufficient, then transfer general funds to DPS for purchase.
- Annually, three months prior to December 31st, provide hard copy calendars to bargaining unit employees. If DPS 'enterprise' funding is insufficient, then transfer general funds to DPS for purchase.
- Immediately provide field inspectors 'real time' access to Hansen data base in the field, with record update or add times through Network Connect and Windows Secure Application Manager that are as fast as was available through DPS10 Direct Access, i.e. within one second of hitting the update button.

- Immediately create “redundancy” capability such that field inspectors do not lose data entered into new or modified, but unsaved, Hansen records when the wireless connection is temporarily lost (as was the case with DPS10 Direct Access).
- When requested by the inspector, immediately provide multiple replacement inkjet cartridges to field inspectors for use in printers to print reports in the field.
- Within three months develop and implement an automated permit renewal notification system. Hansen to generate permit renewal letters 45 days prior to permit expiration, via email or letter to the permit holder, with cc to the appropriate DPS field inspector.

* * *

APPENDIX XI

Revised Attendance Policy, Effective: [7/1/07] July 1, 2011

- (a) To establish an attendance policy for all bargaining unit members in the Division of Transit Services/DPWT, not including administrative staff, that encourages attendance, assures maintenance of accurate attendance records, provides for fair and equitable implementation, and promotes a cost effective and efficient working environment.
- (b) IMPLEMENTATION Employee attendance records, under this revised procedure, will be established effective 7/1/06 for employees not in the disciplinary track. Employees in the disciplinary track as of 7/1/06 shall maintain current point balances. Any pending disciplinary action initiated under any previous attendance policies will not be affected by this change. All disciplinary actions initiated for violations occurring after the effective date of this policy shall be subject to the procedures established herein.
- (c) APPLICATION Employees who fall into a pattern of unscheduled absences, namely 6 incidents in a 6-month period will be subject to this attendance policy. Absences are reviewed and applicable during a 6-month period which will be defined as July 1 through December 31, and January 1 through June 30. Prior to a unit member being placed into the progressive disciplinary track outlined below, they shall receive notice in accordance with Article 30 of this Agreement. Upon receipt of such notice, the Union may grieve the validity of the placement of the unit member into the disciplinary track, in accordance with Article 10 of this Agreement.

Once an employee receives such notice, the employee will be ineligible for and shall not receive voluntary overtime until such time as the employee is removed from the program.

- (d) GENERAL
- (1) In recognition of the importance of a good attendance record and the impact of unscheduled absences upon these departments and their provision of public

services, this policy establishes guidelines and discipline for those held to these rigorous standards.

- (2) In implementing this policy, the County also acknowledges its responsibility under Article 14.6 of this Agreement to make every effort to give each employee the opportunity to use annual leave earned. The County further acknowledges the right of employees to use accrued sick leave for the reasons stated in Article 15.1 of the Agreement and in accordance with Article 15.6, consistent with the requirements of this policy.
- (3) Employees who fall into a pattern of unscheduled absences as defined above, will be subject to progressive discipline, as outlined herein.

(e) DEFINITIONS

- (1) **Absence:** Absence is any period of time when an employee is regularly scheduled to work, has volunteered to work overtime pursuant to Section 5.9(h)(1) of the agreement, or has been assigned to work overtime pursuant to Section 5.9(h)(2), and the employee is not present at the "place of report" where the work is to be done, at report time. For this procedure, "absence" includes any increment of time from one minute to many consecutive workdays. However, an absence of 15 minutes or less will require two such instances to be considered an absence. However, absences of several days for the same ailment (e.g. flu) that occur on consecutive days will equate to one chargeable absence for the purposes of this policy. For example, in the case of a 3-day absence for one illness only one absence will be charged. However, an absence without leave (AWOL), as defined in (e)(4) below, will be considered as two incidents since it involves both an unscheduled absence as well as a failure to provide notification.
- (2) **Absence - Chargeable:** A chargeable absence is any non-approved absence. As a general rule, absences not previously approved are chargeable. However, an absence that is the direct result of "extraordinary circumstances" may not be chargeable. "Extraordinary circumstances" is defined as an event that is emergency in nature, a spontaneous, ad hoc, non-routine incident impacting two or more employees, which occurs through no fault of the employee, and is not personal in nature to an employee. The employee or the Union has the burden of demonstrating that the event meets the definition of "extraordinary circumstances" and that good cause exists for excusing and not charging the employee with an absence.
- (3) **Absence - Non-chargeable:** Non-chargeable absences are those absences that are pre-approved. Prior approval means the employee has asked for and received approval before the end of his/her preceding regularly assigned work

shift except where the employee becomes sick or ill during his/her regularly assigned work shift. All types of absences listed below require prior approval from your supervisor in order to be non-chargeable. The following absences, approved in advance, are non-chargeable:

- (A) scheduled days off/authorized holidays that the employee has not been scheduled to work;
- (B) vacations - previously approved "blocks" of annual leave, generally 40 hours or more;
- (C) jury duty;
- (D) bereavement leave as provided by applicable contract provisions or personnel policy;
- (E) Union leave requested and approved in accordance under Article 36;
- (F) leave of absence (pre-approved leave without pay);
- (G) pre-approved annual leave;
- (H) job related injury/illness, in accordance with Article 17;
- (I) required court appearances, in accordance with Article 19;
- (J) approved FMLA leave (personal or family serious or chronic illness) in accordance with Article 45, either pre-approved or documented by medical certification after the fact;
- (K) military leave (orders must be supplied);
- (L) sick leave;
- (M) family sick leave;
- (N) disciplinary actions;
- (O) administrative leave;
- (P) compensatory time; and
- (Q) personal leave day

(4) Absence Without Official Leave (AWOL)

(A) Employees are considered absent without leave whenever they are absent for any portion of the scheduled workday, and fail to notify the designated supervisor and obtain approval for the absence.

(B) Employees are considered absent without leave whenever they are absent, but were given authorization to be absent on the strength of representations which subsequently prove to be false. The employee's timesheet will be corrected to reflect the AWOL and time charged.

(5) Notification of Leave Approval. Whenever possible, employees will receive notice of approved or disapproved leave requests within 5 business days of receipt of the request.

(f) ATTENDANCE GUIDELINES

(1) All employees will request leave from their immediate supervisor as far in advance as possible but not later than the end of their preceding regularly assigned work shift. Supervisors will approve or disapprove leave based on operating requirements. Vacation picks/schedules based on seniority will be prepared annually.

(2) In the event of an absence related to personal illness or family sick leave, Transit employees must notify their supervisor at least 60 minutes prior to their scheduled report time. If an employee fails to provide this notification, he/she will be charged an additional one point.

(3) Any employee who falls into a pattern of unscheduled absences as defined above will accrue absence points in accordance with the provisions of Section (g) below. Under this system all chargeable absences from one minute to those of several days duration will accrue absence points in accordance with Section (g) of the guidelines. The relationship between absence points accrued during the most recent 12-month period, and discipline, is outlined in Section (h) of the guidelines.

(g) ABSENCE POINTS

(1) When an employee is absent, an entry will be made on a sign-in sheet that reflects the scheduled and actual report time of the employee and a reduced work voucher will be completed. A copy of this reduced work voucher will be provided to the employee.

- (2) Chargeable absences will be reviewed with each employee. A point value will be entered on the employee's attendance record in accordance with the schedule below:

Absence Point Schedule	Point Value
One minute to 15 minutes	½ point
16 minutes and less than 4 hours	1 point
4 hours and less than 8 hours	2 points
8 or more hours	3 points
AWOL less than 2 hours	4 points per occurrence
AWOL greater than 2 hours	6 points per occurrence

- (3) There shall be no multiple application of points for a single occurrence, except for a failure to provide notification.
- (4) Absences of several days for the same ailment (e.g. flu) that occur on consecutive days will equate to one chargeable absence for the purposes of this policy. This is the only situation in which a doctor's verification will excuse an absence (e.g. in the case of a 3-day absence for one illness accompanied by a doctor's verification, only one absence will be charged).

(h) MONITORING AND ENFORCEMENT

- (1) Supervisors will maintain records and monitor their employees' adherence to this policy.
- (2) Once an employee becomes subject to this policy, the employee's absence points will accumulate for one year (the "attendance monitoring year") from the date that the employee becomes subject to this policy.
- (3) Employees will be coached, counseled or disciplined based upon these guidelines whenever the number of points meets or exceeds the schedule below:

6 points	=	oral admonishment
9 points	=	written reprimand, advising employee that further unapproved absence will result in suspension and that additional, unscheduled, overtime may be restricted.
12 points	=	one-day suspension or 5 percent reduction in pay for 2 pay periods.
18 points	=	three-day suspension or 5 percent reduction in pay for 6 pay periods.
21 points	=	five-day suspension or 5 percent reduction in pay for 10 pay periods.

24 points = dismissal

- (4) All points will be removed from an employee's attendance record at the end of each attendance-monitoring year, unless an employee reaches the one-day suspension level of disciplinary action under this policy. If the employee receives a one-day suspension within the year, then the employee's existing points will be carried over into a second attendance-monitoring year. Such carried-over points may be used as the basis for progressive discipline.
 - (5) If the employee does not incur any further discipline under this policy within any 6-month period within the second attendance-monitoring year, his/her point level will return to zero. However, the employee remains subject to the monitoring program. In no event will points be carried over for more than a second attendance-monitoring year.
 - (6) Furthermore, if the employee does not incur any unscheduled absences within any 6-month period while his/her attendance is being monitored under this program, the employee will be removed from the program.
- (i) Incentives
- (1) Employees who have less than two unscheduled absences in a 6-month period will be eligible for incentive bonuses.
 - (A) A six-month period will be defined as July 1 through December 31, and January 1 through June 30.
 - (B) A full-time employee who has only one unscheduled absence in a 6-month period is eligible for a \$225 attendance bonus. Effective July 1, 2008, A full-time employee who has only one unscheduled absence in a 6 month period is eligible for a \$300 attendance bonus. Effective July 1, 2009, a full-time employee who has only one unscheduled absence in a 6-month period is eligible for a \$375 attendance bonus.
 - (C) A full-time employee with no unscheduled absences in a 6-month period is eligible for a \$425 attendance bonus. Effective July 1, 2008, a full-time employee who has no unscheduled absences in a 6 month period is eligible for a \$500 attendance bonus. Effective July 1, 2009, A full-time employee who has no unscheduled absences in a 6-month period is eligible for a \$575 attendance bonus.
 - (D) A part-time employee who has only one unscheduled absence in a 6-month period is eligible for a \$125 attendance bonus. Effective July 1, 2008, a part-time employee who has only one unscheduled absence in a

6 month period is eligible for a \$200 attendance bonus. Effective July 1, 2009, a part-time employee who has only one unscheduled absence in a 6-month period is eligible for a \$275 attendance bonus.

- (E) A part-time employee with no unscheduled absences in a 6-month period is eligible for a \$200 attendance bonus. Effective July 1, 2008, a part-time employee who has no unscheduled absences in a 6 month period is eligible for a \$275 attendance bonus. Effective July 1, 2009, a part-time employee who has no unscheduled absences in a 6-month period is eligible for a \$350 attendance bonus.
- (F) In order to receive an attendance bonus a full-time employee must have worked at least 800 hours in that period, and a part-time employee must have worked at least 400 hours in that period. Worked hours for purposes of eligibility for this Incentive attendance bonus is defined as hours actually worked rather than hours in pay status.

(j) These revisions to the Attendance policy shall become effective July 1, 2007.]

An Operator, Transit Coordinator or Motor Pool Attendant who accumulates twenty (20) or more points will be subject to progressive discipline as follows:

- Tier 1: One day suspension
- Tier 2: Three day suspension
- Tier 3: Five day suspension
- Tier 4: Dismissal

The imposition of the steps in progressive discipline will reduce the employee's point by ten points. If the employee clears any remaining points following the imposition of disciplinary action and has no other attendance related discipline for the subsequent 12 Months, the employee's discipline will reset at "Tier 1". If the employee is unable to clear the remaining ten points before the next disciplinary incident, the employee will be subject to the next Tier in the progression of disciplinary action (Tier 2-3 and dismissal). Employees may waive their right to ADR for Tier #1 and/or Tier #2.

Incidents of Non-Attendance and Points

- Any unscheduled absence of less than four hours (3 points)
- Any unscheduled absence of four hours or more (7 points)
- Any unscheduled absence of a second half of a split (5 points)

Call in sick has a maximum of three days, on the fourth day points will be assessed according to the schedule above. On the Fourth Day and thereafter, the employee will be required to call in daily; otherwise the unscheduled absence will be considered AWOL. Any call in sick (2 points)

“Extraordinary Circumstances”: Points for absences that result from a documented event and/or “Act of God” that are emergency in nature, a spontaneous, ad hoc, non-routine, catastrophic incident may be excused if determined by the Chief of Operations. The Union has the burden of demonstrating that the event meets the definition of “extraordinary circumstances” and that good cause exists for excusing and not charging the employees with an absence.

Patterns of Unscheduled Absences

Pattern absences will be defined as follows:

Three (3) call outs on the same day of the week

Four (4) call outs before and/or after scheduled days off

Four (4) call outs on the weekend (Saturday and/or Sunday)

Three (3) call outs, which result in three consecutive days off

Three or more sick call outs which result in three days or more off

Patterns will be calculated on a calendar year.

Pattern violations will result in discipline of an additional four points for any pattern assessed.

Incentive Program

For every month in which the employee has no incident of non-attendance activity covered by the point system, the employee’s point total will be reduced by two (2) points. Beginning with the (6th) sixth consecutive month without such an incident and for each month thereafter the employees point total will be reduced by three (3) points. The point cannot be less than zero.

AWOL

The employee will be considered AWOL if he/she does not contact their supervisor or show for work by the scheduled end of their run and/o shift. The first AWOL workday will be assessed ten (10) points, skip a Tier for the second AWOL and immediate dismissal for the third AWOL in a rolling (24) twenty four month period. An employee shall be deemed to have abandoned his/her job upon being AWOL for (3) three consecutive days without communicating to Management.

1. Each employee will be notified in writing of all points assessed against him/her and will be counseled upon accumulating ten (10) or more points

Bonus Program

Employees that do not have any unscheduled absences in the calendar year will receive \$250.

[APPENDIX XII DEPARTMENT OF HOMELAND SECURITY

- (a) Security Section: (1) The County agrees that more training is necessary for Security Officers. In order to further the professionalism of security officers and to train officers

in best security practices, the County will provide all officers with 40 hours of initial training, followed by an additional 8 hours of annual in-service training. Union will have input in course development. (2) Security Officers will be issued flashlights. (3) Security Officers will be issued and required to wear lightweight undergarment body armor. Appropriate disciplinary action may result for failure to wear body armor. (4) Security Officers will be issued OC Spray after they receive appropriate training/certification. The product must be carried while on duty. (5) Additional radios will be purchased to ensure that every officer is provided a radio while on duty.

- (b) Pursuant to the reopener, agreement additional radios will be purchased to ensure that every officer is provided a radio "while on duty."
- (c) Spotlights will be provided on all vehicles.
- (d) The following items will be referred to the LMRC with respect to areas under the control of Homeland Security, Security post at EOB, COB, and PSSC and referred to the Countywide LMRC with respect to other facilities not controlled by Homeland Security:
 - replace all chairs at security posts with ergonomically designed chairs;
 - replace current desks at security posts with ergonomically designed workstations;
 - provide regular cleaning of work areas;
 - install gates with locks on security area to restrict unauthorized personnel.
- (e) Department will establish a standard rotation every two (2) weeks subject to post requirements and to accommodate employee medical needs. Department Captain will review any written complaints by Union about favoritism in location assignment and will respond to the Union in writing.
- (f) County is moving forward with developing training curriculum with input from Union within time-frame of reopener agreement.
- (g) The parties agree there is a need to discuss the allegations of inappropriate behavior of Lieutenants.
- (h) The department shall make every reasonable effort to provide notice to a Security Officer of a change in shift location twenty-four (24) hours prior to the beginning of the bargaining unit member's scheduled shift, provided the need for the shift location change is known by the Department 24 hours in advance, and shall communicate this notice of change to the officer's County e-mail address or phone number provided by the officer. If 24 hour notice cannot be provided, the officer will be notified at or near the time the need for a change in shift location arises.
- (i) Business cards will be issued.

- (j) The following item will be referred to the LMRC:
 - Issue cell phones to mobile patrols.
 - SUVs with security emblem.
 - Replace all chairs at security posts with ergonomically designed chairs.
 - Expand CCTU surveillance and security patrols and implement two officer patrols during hours of 5:00 p.m. and 6:00 a.m.
- (k) Sanitary wipes will be provided at each security post.
- (l) The County agrees that the current rain jacket issued to Security Officers will be replaced at time of regular replacement by a rain jacket with a hood.
- (m) The County will provide standard first aid kits for mobile patrols.]

**APPENDIX XIII
DEPARTMENT OF PUBLIC LIBRARIES**

- (a) The following items will be referred to the LMRC:

* * *

- Consult with MCGEO during the process of involuntary transfers.
- Management shall encourage and not obstruct employees' training needs to acquire CEUs for certification and/or career development.
- Staffing levels should reflect increases in workloads.
- Work-life issues should be addressed.

* * *

APPENDIX XX
DEPARTMENT OF GENERAL SERVICES – BUILDING ISSUES

- (a) All building maintenance related issues from all departmental appendices will be moved to this appendix.
- (b) The parties agree to jointly create a tool list and prioritize this list. Purchasing of tools is dependent on available funds.
- (c) Cleaning carpets and maintaining clean restrooms at HHS facilities shall be referred to the Building Maintenance subcommittee of the County-wide LMRC.
- (d) The following shall be referred to the County-wide LMRC:

- Sleeping accommodations, meals, and rest periods for employees who are mandated to stay overnight at the Employer's premises due to an emergency situation.

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