

Resolution No.: 17-420  
Introduced: May 1, 2012  
Adopted: May 14, 2012

**COUNTY COUNCIL  
FOR MONTGOMERY COUNTY, MARYLAND**

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By: Government Operations and Fiscal Policy Committee

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**SUBJECT:** Collective Bargaining Agreement with Municipal and 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 4, 2012, 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, 2012 through June 30, 2015. 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 reviewed the Agreement at a worksession on May 1, 2012 and made recommendations on May 9.
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**

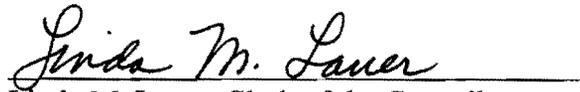
The County Council for Montgomery County, Maryland approves the following resolution:

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

1. \$2000 lump sum for bargaining unit members.
2. 3.5% longevity increase for bargaining unit members with 20 years of service.
3. \$1500 tool reimbursement for certain bargaining unit members who work as FRS mechanics.
4. Mandatory classification studies for certain bargaining unit positions.
5. Tuition assistance for bargaining unit members subject to appropriation.

The Council intends to approve all other provisions subject to Council review.

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, 2011, through June 30, 2012, is extended in full force and effect for the three-year term July 1, 2012, through June 30, 2015, subject to the amendments shown on the following pages

Please use the following key when reading this agreement:

- |                            |  |
|----------------------------|--|
| <u>Underlining</u>         | <i>Added to existing agreement.</i>            |
| [Single boldface brackets] | <i>Deleted from existing agreement.</i>        |
| * * *                      | <i>Existing language unchanged by parties.</i> |

The parties agree to amend the contract as follows:

\* \* \*

**ARTICLE 5 – WAGES, SALARY, AND EMPLOYEE COMPENSATION**

**5.1 Fiscal Year Salary Schedules**

Bargaining unit members are eligible for service increments of 3½ percent each. A service increment may be granted only to the extent that an employee's salary does not exceed the maximum salary for the assigned grade. Receipt of a service increment shall be conditioned upon the provisions of Article 6, Service Increments. Beginning the first pay period following January 1, 2008, a longevity increment will be added to the salary schedules found in Appendix VII for bargaining unit members who are at the maximum of their pay grade and have completed 20 years of service (beginning of year 21) equal to a 3 percent increase. [Both the granting of additional service increments and initial progression to the longevity pay increment will be suspended for the duration of this Agreement, effective July 1, 2010.] Effective July 1, 2012, any bargaining unit member who reached eligibility for longevity in FY11 or FY12, and is otherwise eligible, shall receive their longevity increment effective the first full pay period following July 1, 2012. For the duration of this Agreement, Appendix VII C shall remain as it was effective July 6, 2008.

**5.2 Wages**

\* \* \*

- (c) Effective the first full pay period following July 1, 2009, each unit member shall receive a 4.5 percent increase. Bargaining unit employees shall be paid a base salary pursuant to the uniform pay plan, which appears in Appendix VIIC of this agreement. This General

Wage Adjustment shall be postponed and shall not be effective during fiscal year 2013 [2010, or FY 2011].

- [(d) If the County government or MCPS negotiates higher compensation improvements for any of its employee organizations during FY-2010, except for HOC and MNCPPC, those higher increases will be matched for bargaining unit employees.
- (e) In the event the County's financial condition improves and there are funds in excess of that necessary to maintain the current level of services, then the parties may reopen this agreement to discuss wages.
- (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.]
- (d) The County agrees to pay a \$2,000 lump sum payment in FY13 to bargaining unit members who are actively employed by the County on July 1, 2012. This lump sum amount shall be pro-rated for part time employees. Employees covered under Article 53 of this Agreement are not eligible for this payment. This payment will be made in one lump sum, by separate payment, at the conclusion of the first full pay period of FY13. Employees who are on unpaid leave and return to work during FY13 will receive their payment by separate payment following their return to active employment with the County. The lump sum payment is considered regular earnings for income, withholding, and employment tax purposes. The payment will not be added to the employee's base salary. These payments are not considered "regular earnings" for retirement/life insurance purposes and employees will not receive any retirement/life insurance benefits based on these payments.

\* \* \*

#### 5.4 Multilingual Pay Differential

A pay differential for the use of multilingual skills is to be based upon the following criteria:

\* \* \*

- (d) For the 2012-2013 contract year, [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.] In the event that a bargaining unit employee leaves the multilingual program during the term of this agreement, the Employer, based upon operational need, may elect to allow a new bargaining unit employee into the program to fill the vacant skill set.

\* \* \*

- [(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.]

#### [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.]

#### ARTICLE 6 – SERVICE INCREMENTS

##### 6.1 Service Increments

\* \* \*

- [(c) Bargaining Unit employees shall continue to be eligible for regularly scheduled service increments in FY-2010 under this article.
- (d) All bargaining unit members who are at the top of their salary grade in FY-2010, shall on a one time basis, be credited with sixty (60) hours of compensatory leave on their service increment date. The employee must use the sixty hours as leave.]

\* \* \*

6.8 [Effective July 1, 2010, grant] Granting of service increments [and the initial progression to the longevity step] shall be suspended for FY13 [the duration of this Agreement]. Service increments shall be subject of each reopener identified in Article 49 of this agreement.

#### ARTICLE 9 – WORKING CONDITIONS

\* \* \*

##### 9.9 Dependent Care Issues

\* \* \*

- [(f) (1) Bargaining unit members are eligible for the “emergency pager” program that aids employees in meeting work program responsibilities while attending to family needs. Employees may apply for the short-term use of one of 10 available pagers during the period of expected childbirth or during a period of time when an employee needs to care for family members (spouse, domestic partner, minor child, parent or adult child incapable of self care) who have critical medical conditions. The program is offered without charge to eligible bargaining unit employees. Employees may apply for the use of pagers for a period of up to 30 calendar days free of charge for eligible events. Application shall be made to the Office of Human Resources and approval provided by the Director or designee.
- (2) The use of pagers is for notification purposes only. In the event that a bargaining unit employee needs to leave work as a result of a page, established procedures for work absences will be followed.
- (3) Eligible Events

- (A) Child Birth The use of pagers shall be approved for the 30-calendar-day period immediately prior to the expected date of delivery. This period may be extended when pregnancy is prolonged or childbirth-related medical complications exist.
- (B) Critical Medical Condition In cases involving the serious and critical medical condition of a family member, the use of pagers may be approved in increments of 30 calendar days.]

9.10 Classification Issues

The parties agree that the Classification process is intended to ensure that employees are in appropriate job classes based upon the required knowledge, skills and abilities of their positions.

\* \* \*

- [(e)] Classification reviews shall be suspended under FY 2011 unless otherwise agreed to by the parties. Any classification reviews initiated prior to June 30, 2010 shall be completed as required under the collective bargaining agreement.]
- [(f)](e) 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. Individual position classification and occupational study requests shall not be accepted in FY 2013, but shall be accepted again beginning in FY 2014. The number of individual position classification and occupational study requests to be accepted shall be a topic of the contract reopener for the 2<sup>nd</sup> year of this contract, effective July 1, 2012. [Effective July 1, 2011, classification reviews will be suspended for the duration of this agreement.]
- [(g)](f) Requests for an occupational class study must document factual evidence of a material change in the duties/responsibilities of the job class, and must clearly demonstrate that said changes have substantially affected the work of the class. Within 30 days of receipt of a request to study an occupational classification, OHR shall inform the Union of the acceptance or denial of the request.
- (g) When conducting occupational class studies, the Union and the Employer shall work collaboratively, ensuring that the following procedures are a part of the process:
  - (1) The Union and the Employer shall share information and establish timeframes.
  - (2) Orientation sessions, in-person and/or online, shall be conducted for affected employees. Employees will be provided with information concerning timelines, process, and other relevant matters.
  - (3) The Union and the Employer shall select a subset of the employee population that will be randomly selected to attend focus groups/interview sessions. This

subset of the employee population selected shall be between ten to thirty percent of the employees populating the class.

- (4) Affected employees shall be provided periodic status updates.
- (5) Affected employees will be provided with appropriate and reasonable time to participate in the process, during normal working hours, where operationally practicable.

\* \* \*

- (j) Position classification decisions are not grievable. However, UFCW Local 1994 MCGEO may request the review of any classification recommendation by an independent classification expert within six (6) months of the occupational class study recommendation. When such requests are made:

\* \* \*

- (o) The County shall conduct classification studies [reviews of three (3)] of the following three (3) job classifications during FY 2013 [12]:

- [(1) Correction Kitchen Officer
- (2) Equipment Operator I]
- [(3)] (1) Automated Traffic Enforcement Field Technician
- [(4)] (2) Fire & Rescue Mechanic Occupational series
- [(5)] (3) 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.

- (p) The County shall conduct classification reviews of five (5) job classifications during FY2014. These job classes shall be jointly determined by the parties.

- (q) The number for jointly selected job classification studies done in FY 2015 shall be a topic of the contract reopener for the 3<sup>rd</sup> year of this contract, effective July 1, 2014.

\* \* \*

ARTICLE 10 – GRIEVANCES

10.1 Preamble

The parties agree that it is in their mutual interest to resolve disputes at the lowest possible level and to commit to a grievance procedure that is expeditious, fair and with integrity.

[10.1]10.2 Definition

\* \* \*

[10.2]10.3 Discipline Grievances

Oral admonishments and written reprimands are not subject to review under this procedure. Any employee initiating a grievance under this procedure regarding suspension, demotion, termination, or removal waives any right to have that action reviewed by the Montgomery County Merit System Protection Board.

[10.3]10.4 Exclusivity of Forum

\* \* \*

[10.4]10.5 Granting of Relief

\* \* \*

[10.5]10.6 Procedure

The parties agree that this section will be considered a pilot program for Fiscal Year 2013. The pilot program will be reviewed by the parties following the period of the pilot program to determine whether to continue or modify it.

- (a) [Step 1] A written grievance must be presented to the immediate supervisor, [and] Department Director, and OHR by the Union within thirty (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 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.]
- (b) The department and the Union will make reasonable efforts to resolve the grievance until the CAO's response identified in section 10.6(d) of this Article. The department shall respond in writing to the grievance prior to the meeting identified in section 10.6(c) of this Article.
- (c) Within thirty (30) calendar days of receipt of the grievance, the CAO, or designee, shall meet with the Union and department representatives to conduct fact-finding and to

facilitate resolution of the grievance. A Federal Mediation and Conciliation Service (FMCS) mediator, or other mediator if mutually agreed-to by the parties, shall be used by the parties to mediate the grievance. In the even that the grievance is not resolved, at either party's request, the mediator shall provide an oral recommendation or opinion. Neither party is obligated to accept the recommendation. The mediator's recommendation/opinion shall be incorporated into OHR's transmittal memorandum to the CAO that accompanies the draft CAO decision.

[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.]

- (d) If the grievance is not settled at [this] the CAO/grievance 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.]

#### [10.6]10.7 Waiver/Appeal

Failure of the Union to file or appeal a grievance within the specified time limits, [from the date of receipt of the Employer's answer,] unless otherwise waived, in writing, will result in the grievance being considered withdrawn. [resolved based on the last Employer response.] Failure of the Employer to issue a CAO decision in accordance with section 10.6(d), unless otherwise waived, in writing, will automatically advance the grievance to arbitration with the Employer solely assuming the arbitrator's costs. (This is not intended to include cancellation fees in the event the Union seeks a cancellation or rescheduling of the arbitration, or attorney's fees. The Employer retains the right to grant the relief requested in lieu of proceeding to arbitration.) [respond within the specified time limits, unless otherwise waived, may be treated by the Union as a denial of the grievance at the applicable step.]

#### [10.7]10.8 Mutual Waiver

The parties recognize and agree that the purpose of this procedure is to provide for equitable resolution of disputes. Therefore, in the administration of this procedure, the parties agree to interpret the terms of this procedure in a manner conducive to dispute resolution. Request by either party for an extension of a time limit as identified in this Article must be made prior to the expiration of that time limit and shall not be unreasonably denied by the other party. [In this spirit, the parties may agree to waive time limits set forth in this procedure.]

#### [10.8]10.9 Expedited Review

In disciplinary matters, the Union and Employer may agree to expedite [reserves the right to appeal] the grievance directly to [Step 2] arbitration.

#### [10.9]10.10 Grievance Preparation Time

Bargaining unit employees shall be released from work for [a given up to] a maximum of 3 hours to prepare a grievance filed under this Article. Release from work for the preparation of a grievance shall be subject to the approval of the employee's supervisor. Such a request shall not be unreasonably denied

[10.10]10.11 Non-interference

\* \* \*

[10.11 Alternatives to Arbitration

If the written Step 2 response from the Chief Administrative Officer does not resolve the grievance, the Union may, within thirty (30) business days of receipt of such response, request EITHER mediation under 10.12 below OR advisory arbitration under 10.13 below, subject to agreement by the Employer, in lieu of proceeding directly to arbitration. In the event the Employer declines the Union's request, the Employer shall submit to the Union the reason for declining the request.

10.12 Grievance Mediation

A Federal Mediation and Conciliation Service (FMCS) mediator shall be used by the parties for the purposes for mediation. Neither party shall utilize either the Office of the County Attorney or outside counsel in mediation.

10.13 Advisory Arbitration

Advisory Arbitration. A Federal Mediation and Conciliation Service (FMCS) mediator shall be used by the parties for the purposes of advisory arbitration. At advisory arbitration each party's presentation will be limited to a brief oral argument, supporting documentation, and any witnesses. Presentations shall be limited to sixty (60) minutes. At the conclusion of the parties' presentations the arbitrator will recommend a resolution to the grievance. The advisory arbitration recommendation shall be confidential and shall not be referenced in any other forum. Neither party shall utilize either the Office of the County Attorney or outside counsel in advisory arbitration.]

[10.14]10.12 Alternative Dispute Resolution Processes

\* \* \*

(a) Pre-discipline Settlement Conferences

\* \* \*

- (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] twenty-five (25) minutes with each side having the opportunity to respond not to exceed five (5) minutes each. Presentation and format shall be established by the Committee.
- (6) If parties agree with the recommendation of the Committee, a Notice of [Discipline] Disciplinary Action is issued with no grievance. If Union disagrees

with the committee's recommendation, it is free to grieve the Notice of Disciplinary Action. If the County disagrees, it may go forward with the notice as originally proposed.

\* \* \*

[10.15]10.13 Mediation/Facilitation

\* \* \*

10.14 Grievance Scheduling and Tracking

- (a) The parties will schedule two (2) days per month for CAO/grievance meetings.
- (b) A CAO/grievance meeting is not confirmed until it has been confirmed by all parties.
- (c) If the grievant fails to appear for a CAO/grievance meeting, the meeting may be rescheduled one time. Failure of the grievant to show for a second time will result in the meeting proceeding without the grievant.

\* \* \*

**ARTICLE 14 – ANNUAL LEAVE**

\* \* \*

14.6 Scheduling of Use of Annual Leave

Accrued annual leave may be used, if approved by an employee's supervisor in accordance with procedures established by the department head and approved by the Chief Administrative Officer or designee. Every effort must be made to give each employee the opportunity to use annual leave earned. Whenever possible, requests for leave to attend to children during school "snow days" (closings, late openings, and early dismissals) should be favorably considered. The amount of leave granted should be commensurate with the school schedule. Supervisors [should] shall approve or deny annual leave requests within five (5) business days from receipt thereof.

\* \* \*

14.15 Additional Leave Use for Bereavement Purposes

If an employee requests annual, compensatory, or personal leave in conjunction with bereavement leave refer to 19.1(f).

**ARTICLE 15 – SICK LEAVE**

\* \* \*

15.6 Use of Sick Leave

\* \* \*

(e) Supervisors may require an employee to provide medical certification from a [licensed physician] the employee's licensed health care provider any time misuse/abuse is suspected. Employees must be given prior notice as to the requirement to provide certification for future absences. The period for which certification is required will be at the discretion of the supervisor.

\* \* \*

**15.12 Sick Leave Bank**

The parties agree to implement a new sick leave bank effective October 1, 2012.

The sick leave bank shall be implemented upon agreement of both parties. The current sick leave donor bank as outlined in section 15.7 of this agreement shall remain in effect until a newly agreed upon bank is implemented by the parties.

**ARTICLE 16 – LEAVE WITHOUT PAY**

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**16.8 Military Leave for Active Duty**

A full-time or part-time employee who is required to serve on active duty in the armed forces of the United States or a state militia must be granted leave without pay for the period the employee is required to remain in the military service. The employee is entitled to reinstatement to the former position or one of comparable status upon separation from the armed forces, provided application for reinstatement is made within 90 days from the date of separation. Under certain circumstances employees may be eligible for administrative leave while performing military service, as provided in Article 19.1(g) of this Agreement. Employees will be granted all rights and privileges under USERRA for any qualifying military leave for active duty.

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**ARTICLE 17 – DISABILITY LEAVE**

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**17.2 Eligibility**

An employee who is temporarily disabled in the line of duty and unable to perform normal duties or an alternate duty assignment must be paid the difference between normal County salary and the amount received under the Workers' Compensation law for a maximum period of 18 months of the temporary disability provided that the employee participates in cost-savings programs administered by the Montgomery County Division of Risk Management. During the covered period of temporary disability, the Employer will adjust the employee's gross salary to account for the favorable tax treatment of the Workers' Compensation disability pay. Under no circumstances will the employee's adjusted net pay be less than 100 percent of the net pay that he or she received prior to the disability

designation. After 18 months, if the employee remains temporarily disabled he/she may use accrued sick, annual or compensatory leave to make up the difference between Workers' Compensation benefits and full salary. When incapacitated for regular work assignments, the employee must be required to accept other work assignments for the period of recuperation if found physically capable or be ineligible for disability leave in accordance with Article 33 of this agreement. The ability of the employee to work will be determined in accordance with the provision of the Executive Regulations on Disability as required by Section 33-100 of the Montgomery County Code.

- (a) An application for disability retirement, prior to the end of the 18-month cap, extends disability leave until such time as the Chief Administrative Officer renders a final decision on the disability retirement application. OMS shall treat all such applications as a priority. If the employee does not comply with the disability retirement application process, that employee's disability leave shall be suspended until such time as they comply with the application process.

\* \* \*

#### 17.4 Managed Care for Job-related Injury/Illness

\* \* \*

- (b) employees who do not select a physician from the established network shall be eligible for disability leave for a maximum of 12 months[;]. OMS shall treat all such applications as a priority. If the employee does not comply with the disability retirement application process, that employee's disability leave shall be suspended until such time as they comply with the application process.

\* \* \*

### ARTICLE 19 – ADMINISTRATIVE LEAVE

#### 19.1 Approval Authority

\* \* \*

- (f) A full-time or part-time employee may be granted paid leave for a maximum of 3 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. Any leave used under this section shall not be considered in any sick leave restriction action or calculation in an attendance policy.

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## ARTICLE 21 – BENEFITS

\* \* \*

### 21.10 Tuition Assistance

The [County will increase the] maximum annual allowance payable under the Employee Tuition Assistance Program shall be \$1730. [to \$1530 for FY 2008, to \$1630 for FY 2009, and \$1730 for FY 2010.] The employee must remain employed for at least 2 years after completion of any course funded in whole or part by the County, or pay back the County a pro-rated portion of the funds received.

- (a) The Employer may approve tuition assistance for unit member development related to the unit member's current job functions or career ladder in the same job series or profession
- (b) The Employer may approve tuition assistance for unit member who is working toward a degree in a field of study that will prepare him/her to make a career change to another position within the Montgomery County Government.
- [(b)](c) Employee must receive approval from the Department Director prior to submitting tuition assistance request to the Office of Human Resources for review.
- [(c)](d) Employer may approve tuition assistance towards education and training to obtain a professionally recognized certificate, or an accredited post secondary education degree.
- [(d)](e) Colleges and Universities attended with tuition assistance funds must be accredited by a recognized accrediting agency.
- [(e)](f) All other short term training programs must relate to the employee's current job or career ladder in the same job series or job profession.
- [(f)](g) The Employer may approve tuition assistance for tuition payments only. The Employer will not approve tuition assistance for examination fees and compulsory fees such as matriculation, registration, laboratory, and library fees.
- (h) The Employer will not approve credit by examination courses (Courses in which credit is obtained solely by taking an examination).
- [(g)](i) The Employer will not approve tuition assistance for books, supplies, or extra fees such as late registration or library book returns, [and] parking, travel, food, lodging, and other costs incidental to the credit courses.
- (i) The Employer will continue the practice of not approving a tuition assistance benefit when the employee is receiving tuition payment/reimbursement for the same educational activity under other programs such as scholarships, veteran's benefits, grants, etc...

- [(h)](k) All classes approved for tuition assistance must be held in the United States.
- [(i)](l) The Employer will not reimburse for courses which are primarily recreational, or utilize a specific faith-based method as a primary approach to problem solving or treatment.
- [(j)](m) Tuition assistance is available on a first-come first-served basis until all authorized funding has been obligated.
- [(k)](n) Employees receiving tuition assistance must attend the activities for which they are receiving tuition assistance during their off duty hours.
- [(l)](o) An employee who received tuition assistance must complete the training with a passing grade, or the employee must reimburse the County for the amount of the County's tuition assistance. Final grades or certificate of completion must be provided to OHR upon completion of the course.
- (p) The tuition assistance does not have to be repaid if the employee dies or retires on a County disability retirement. The Employer may waive repayment of tuition assistance in other extenuating circumstances.
- [(m)](q) An employee who is not approved for tuition assistance may file a grievance only if the denial by the Employer was arbitrary and capricious. Actions taken by the Employer to be in compliance with Section [(j)](m) above may not be grieved.
- (r) Tuition assistance shall be suspended for FY 2013. The tuition assistance program shall be reinstated beginning FY 2014. The amount and proportion of tuition assistance funding shall be a subject of the 2<sup>nd</sup> year reopener of this contract, effective July 1, 2013.
- [(n)] Effective July 1, 2010, tuition assistance will be suspended for the duration of this agreement.]

\* \* \*

#### 21.18 Employee Health Management

Beginning no later than July 15, 2012 the parties agree to work together (preferably in partnership with other bargaining units) to develop and implement comprehensive population health management initiatives designed to foster a culture of health within the workforce and integrate health management into benefit plan offerings. Focus will include, but not be limited to:

- (a) Health Risk Assessments;
- (b) Workplace wellness education initiatives and programs that look at a broad ranged of opportunities such as exercise/activity levels, weight management and nutrition, and smoking cessation;
- (c) Individualized health advising/wellness coaching programs;

- (d) Introduction of targeted disease management initiatives specific to the Montgomery County insured population;
- (e) Predictive modeling;
- (f) Incentives for participation.
- (g) The County shall comply with the Mental Health Parity Act.

\* \* \*

## ARTICLE 29 – LABOR MANAGEMENT RELATIONS COMMITTEE (LMRC)

### 29.1 Purpose

In order to foster cooperative labor relations between the Employer and the Union and to attempt to resolve matters that affect bargaining unit employees, there is hereby established a County-wide and departmental Labor/Management Relations Committee(s).

### 29.2 Departmental LMRCs

- (a) [This] Departmental LMRCs Committee shall be comprised of three (3) representatives of the Employer and three (3) representatives of the Union, and three (3) additional persons per party as necessary, from time to time. The Committee shall meet up to six (6) times per contract year (bimonthly) but no fewer than twice per calendar year, unless otherwise mutually agreed, to discuss issues of concern to the Employer and the Union. The Committee shall not negotiate with regard to matters affecting working conditions or discuss grievances. The Employer and the Union shall exchange proposed agenda items two (2) weeks in advance of each meeting.
- (b) Departmental LMRC agenda items may include, but are not limited to:
  - (1) Departmental issues;
  - (2) Issues referred to the departmental LMRCs from the County-wide LMRC for resolution;
  - (3) Issues referred to departmental LMRCs as a result of bargaining;
  - (4) Provide action items/reports to the County-wide LMRC/Steering Committee.

### [29.3 Committee agenda items may include, but are not limited to:

- (a) video display terminals;
- (b) infectious diseases;
- (c) Correctional Officer working conditions;

- (d) child care;
- (e) safety and security of employees;
- (f) nonessential inmate programs, workload, staffing, and mandatory overtime;
- (g) shift scheduling;
- (h) worker productivity and efficiency;
- (i) Health Dept. - staffing of night clinics;
- (j) Department of Liquor Control - monitor routing of deliveries and safety at stops; feasibility of amending current leave policies in those work weeks that include a County-celebrated holiday;
- (k) actions taken by Employer in connection with sick building syndrome;
- (l) review of maximum and minimum temperature requirements for closing of County facilities;
- (m) review issues concerning Police Service Aides staffing and career ladder;
- (n) similar other general working conditions;
- (o) DOT - Ride On:
  - (1) routing practices;
  - (2) Maintenance Committee;
  - (3) bus seats;
  - (4) pick procedures; and
  - (5) attendance policy;
- (p) Correction and Rehabilitation - Detention Center:
  - (1) supervisor training;
  - (2) Job Rotational Program;
  - (3) Wellness Program;
  - (4) resource allocation, rewards and recognition, performance appraisal processes, career development, quality of work life, standard operating procedures; 4/10 schedules; and paid lunch period;

- (q) Police - Police Service Aides:
  - (1) staffing during peak hours;
  - (2) on call pool of PSA's; and
  - (3) job enrichment; and
- (r) implementation of Federal Energy Act for transit subsidies and public/employee paid parking.]

29.3 LMRC Steering Committee

- (a) The Union and the County will establish an LMRC Steering Committee composed of three (3) members designated by each party. The Steering Committee is being formed to guide the County-wide LMRC process.
- (b) The LMRC Steering Committee shall:
  - (1) Act as co-chairs for the County-wide LMRCs;
  - (2) Establish a regular meeting schedule for County-wide LMRCs;
  - (3) Meet at least two (2) weeks prior to each regularly-scheduled County-wide LMRC meeting;
  - (4) Develop a list of issues and recommendations that are appropriate for County-wide LMRC consideration using the referral method developed;
  - (5) Evaluate and develop the County-wide LMRC meeting agenda for appropriate County-wide LMRC committee;
  - (6) Determine size and composition of County-wide LMRC committees to appropriately address agenda items;
  - (7) Oversee progress and effectiveness of subcommittees to assure subcommittees are functioning properly;
  - (8) Address labor-management issues that require action prior to County-wide LMRC meetings;
  - (9) Schedule LMRC/committee effectiveness training for all LMRCs;
  - (10) Discuss and establish a mutually administered electronic referral, tracking, scheduling communication system that:
    - (a) Creates a single consolidated list of issues referred to the County-wide LMRC for consideration to be put on an agenda and reviewed periodically;

- (b) Develops process for the referral and reporting of issues, action items, and funding requests from departmental LMRCs to the County-wide LMRC;
- (c) Has costs shared equally between the parties.

29.4 County-wide LMRC

- (a) The Employer and the Union will establish a County-wide LMRC. [This Committee] The County-wide LMRC shall be comprised of a minimum of five (5) representatives and a maximum of [5] ten (10) representatives of the Employer, including a representative from the Office of Human Resources serving on the Steering Committee to serve as the chair of the employer representatives, and a minimum of five (5) representatives and a maximum of [5] ten (10) representatives of the Union, including a representative from the Union serving on the Steering Committee to serve as the chair of the Union representatives. The Committee shall meet at least quarterly (additional meetings may be scheduled by mutual agreement of the Steering Committee), to discuss issues that have not been resolved at the department level LMRC, discuss issues where no departmental LMRC exists or [the] issues that have [has] County-wide implications. [Further, the County-wide LMRC shall discuss and vote upon whether to adopt recommendations.] If the parties do not reach agreement the issue in dispute shall be referred to a Federal Mediation and Conciliation Service mediator for the purpose of mediation. If the dispute is not resolved at mediation, either party may refer the matter back to the LMRC Steering Committee. Upon such referral, the Steering Committee will vote on the issue. Any [recommendation] issue that [which] receives a majority vote will be implemented.
- (b) A fund of \$100,000 each year of the agreement shall be established (to be expended on implementation of recommendations). Any monies not utilized will be rolled over to the next year.
- (c) The [Committee] County-wide LMRC shall not negotiate with regard to matters affecting working conditions or discuss grievances. [The Employer and the Union shall exchange proposed agenda items 2 weeks in advance of each meeting.]
- (d) The County-wide LMRC shall:
  - (1) Discuss issues that have not been resolved at the departmental level LMRC;
  - (2) Refer issues to departmental LMRCs for resolution;
  - (3) Discuss issues where no departmental LMRC exists;
  - (4) Discuss funding issues;
  - (5) Oversee all joint committees and have review/approval authority for all ground rules for joint committees;

- (6) Develop and periodically review County-wide LMRC operating guidelines, as needed;
- (7) Develop joint routine communications from the County-wide LMRC;
- (8) Discuss County/Union Labor/Administration issues.

[29.5 The Union and the County mutually agree that employee's safety and health is a primary concern and that every effort shall be made to promote safe equipment, safe work habits, and safe working conditions. Accordingly, the parties agree to establish a Safety and Health sub-committee. This sub-committee shall be comprised of a maximum of 3 representatives of the Employer, including a representative from the Office of Human Resources to serve as the chair of the employer representatives, and a maximum of 3 representatives of the Union. One LMRC representative designated by the County and one LMRC representative designated by the Union shall serve simultaneously as members of the Health and Safety sub-committee. The sub-committee shall select a chair and said position shall be rotated between the County and the Union on a yearly basis. Recommendations adopted by the sub-committee shall be forwarded to the LMRC.

29.6 The Union and the County mutually agree to establish a building maintenance sub-committee. This sub-committee shall be comprised of a maximum of 3 representatives of the Employer, including a representative from the Office of Human Resources to serve as the chair of the employer representatives, and a maximum of 3 representatives of the Union. One LMRC representative designated by the County and one LMRC representative designated by the Union shall serve simultaneously as members of the Building Maintenance sub-committee. The sub-committee shall select a chair and said position shall be rotated between the County and the Union on a yearly basis. Recommendations adopted by the sub-committee shall be forwarded to the LMRC.

29.7 The County shall provide training to all LMRC and Safety and Health sub-committee members each year.]

[29.8]29.5 Joint Training in Conflict Resolution

In order to further facilitate a productive relationship, the Employer and the Union shall develop joint training in conflict resolution and make such training available to supervisors and stewards.

[29.9]29.6 Leave Issues Subcommittee

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, 2012 [2011], on the following topics:

\* \* \*

- Explore the use of a lottery for granting leave during highly sought periods;
- Provide guidelines for an informal discussion between an employee and supervisor in instances where leave is denied to see if some accommodation can be made;

- An informal review process within a department to address conflicts over leave denials;

- Each departmental LMRC will review (where such policy exists) or create (where no such policy exists) a leave/time and attendance policy for their department. These policies will be forwarded to and reviewed by the leave issues subcommittee of the LMRC to establish a set of best practices in the County. The leave subcommittee shall make recommendations to the departmental LMRCs based upon these best practices;

-Employees will be required to provide medical certification when using sick leave in the following situations, employees who do not provide a note in these situations may be subject to discipline:

-The first day an employee is scheduled to return to work following a vacation of at least 5 working days;

-If an essential employee calls in sick during a liberal leave period, declared local emergency, or specific increased operational need;

-The employee calls in sick on a date which they had previously requested leave which was denied.

\* \* \*

#### **ARTICLE 30 – [NOTICES TO EMPLOYEES] RESERVED**

[30.1 This Article shall apply to the following written notices to employees from the Employer:

- (a) disciplinary action;
- (b) termination;
- (c) RIF notices;
- (d) demotion;
- (e) promotion;
- (f) reduction-in-salary; and
- (g) employee overpayments.

30.2 The notices to employees identified above shall contain the following language at the bottom of the last page of the document and include employee address, work phone and home phone number, and e-mail address.

NOTICE TO BARGAINING UNIT EMPLOYEES

You are entitled to be represented in this matter by Municipal and County Government Employees Organization, UFCW LOCAL 1994, AFL-CIO (Union). If you wish a copy of this document sent to the Union, indicate by checking the appropriate space below:

\_\_\_\_\_ I do wish the Union to receive this document.

\_\_\_\_\_ I do not wish the Union to receive this document.

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Date]

\* \* \*

ARTICLE 33 – LIGHT DUTY

\* \* \*

33.3 Requests and Assignment of Light Duty Work

\* \* \*

- (d) Departments will identify and maintain an inventory of tasks that may be performed by individuals on light duty. The inventory will be forwarded to the Light Duty Review Committee, with the length of time specified to complete the tasks listed. The inventory may be utilized for employees assigned to their respective departments and/or employees from other departments. Priority access to this inventory will be given to employees whose light duty assignment is a result of a compensable on-the-job injury.

\* \* \*

- (i) Light duty work assignments will not exceed 6 months. Once approved for light duty the affected employee must meet with the Employee Medical Examiner at least once a month. The Employee Medical Examiner may extend the light duty assignment on a month by month basis up to a maximum of 6 months. In the event a disagreement arises as to whether or not an employee is eligible for continued light duty, the affected employee may be sent for an independent medical examination. At the expiration of the 6 month light duty period the Employee Medical Examiner shall also recommend whether a reasonable accommodation or other administrative action should be pursued. Light duty assigned under this section shall be limited to one instance per injury. Requests for additional light duty assignments beyond that of the original assignment shall be denied.

- (i) In the event of extreme circumstances where the recuperation period surrounding on-the-job injuries, as referenced in Article 17 of this agreement, extends beyond 6 months,

the light duty assignment may be extended at the sole discretion of the Employee Medical Examiner to match the above referenced recuperation period.

[(j)](k) The Light Duty Review Committee will consist of 3 bargaining unit employees and 3 management representatives. Union representatives will consist of: one from SLT unit, one from OPT unit, and one at-large member. Management representatives will consist of: one from affirmative action personnel, one from Risk Management/Safety Unit, and one at-large management representative.

#### ARTICLE 34 – SAFETY AND HEALTH

##### 34.1 Cooperation

[Employees and the Union shall cooperate in the enforcement of the County's safety and health rules and procedures.]

The County shall provide a safe and healthy work environment in accordance with Executive Order NO 35-95, dated 3/17/95. Employees will comply with the County's safety and health rules and procedures.

To assist the Employer's Safety and Health Specialists, the Union and the County shall identify and develop a cadre of worksite coordinators comprised of front line supervisors and shop stewards. Safety coordinators shall be adequately trained and authorized to assist Safety and Health Specialists in promoting a safe work environment consistent with this Article. Training may be accomplished using both the Employer's and the Union's training resources.

\* \* \*

##### 34.14 [Facilities Committee]

###### RESERVED

[The following topics will be discussed at the Safety and Health subcommittee of the Countywide LMRC: pest control policy, security offices, home visits/investigations, public access, mold/mildew abatement, furniture enhancements, and parking lot lighting. The following topics will be discussed at the building maintenance subcommittee of the Countywide LMRC: facilities, and furniture enhancements.]

\* \* \*

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 December 30, 2013. [June 30, 2012.]

\* \* \*

ARTICLE 41 – RETIREMENT

\* \* \*

41.11 Adjustable Pension Plan

The parties agree to establish a study group consisting of three (3) union representatives, three (3) employer representatives, and any consultants which either side may engage, for the purposes of studying Adjustable Pension Plan(s) for bargaining unit members. Each party shall be responsible for their consultant's fee.

Prior to the first meeting, which shall be scheduled no later than July 30, 2012, the Union will provide to the Employer a study which forecasts any liability that Montgomery County would incur by implementing an Adjustable Pension Plan, to be paid out of LMRC funds. The study group shall prepare a report with a recommendation(s) regarding Adjustable Pension Plan for the parties' consideration no later than September 2012.

Should the parties mutually agree to the recommendation(s) the parties may amend this Article and any other sections of this Agreement accordingly. Should the parties not mutually agree to the recommendation(s) then Adjustable Pension Plan(s) shall be a subject of negotiations during the FY14 wage reopener.

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, [2011] 2012, and terminate June 30, [2012] 2015. Renegotiation of this Agreement shall begin no later than November 1, [2011] 2014, and shall proceed pursuant to the County Collective Bargaining Law.

\* \* \*

ARTICLE 45 – FAMILY AND MEDICAL LEAVE

\* \* \*

45.2 Eligibility

\* \* \*

- (c) to care for, or arrange care for, any of the following with a serious health condition: the employee's spouse, minor child, adult son or daughter incapable of self care, [or] parent, An employee may submit a written request to the Chief Administrative Officer requesting FMLA benefits to an employee to care for, or arrange care for, the serious health condition of other individuals related by blood or affinity whose close association with the employee is the equivalent of a family relationship. Determinations by the CAO under this section shall not be grievable.

\* \* \*

45.5 Use of FMLA Leave

- (a) Leave taken to care for the employee's newborn child or child newly placed for adoption or foster care:

\* \* \*

- (2) may be used on a continuing basis or, with the approval of the supervisor/Employer, may be used on an intermittent or reduced work week basis;

\* \* \*

- (5) is subject to a 30-day advance notice period when the need to use leave is foreseeable;

\* \* \*

- (c) FMLA leave taken for medical purposes listed in section 45.2(c) and (d):

\* \* \*

- (4) [a supervisor] the Employer may require an employee to submit medical certification from a health care provider to support a request for FMLA leave for the employee's serious health condition that makes the employee unable to perform the functions of the employee's position, or for the serious health condition of the employee's family member.

- (5) The Employer shall ensure that medical information remains confidential in compliance with HIPAA.

- (6) The Employer shall respond to FMLA requests within 5 business days.

- (d) A request for medical certification must be made in writing and must advise the employee of the anticipated consequences of failing to provide the certification. Medical certification may be required for any of the following reasons:

\* \* \*

- (3) the [supervisor] Employer suspects the employee of leave misuse or abuse;

\* \* \*

- (e) [A supervisor] The Employer may require medical recertification of a serious health condition of the employee or the employee's family member. Such recertification may be requested verbally, at reasonable intervals, but not more often than every 30 days, unless:

\* \* \*

(3) the [supervisor] Employer receives information that casts doubt upon the continuing validity of the original certification; or,

\* \* \*

(f) If medical certification or recertification is required, it must be submitted by the employee within 15 calendar days after it is requested by the [supervisor] Employer.

(g) If the [supervisor] Employer has reason to doubt the medical opinion as documented by the completed medical certification for the serious health condition of the employee or the employee's family member, the [supervisor] Employer may require the employee to obtain, at the County's expense, a medical opinion from a second health care provider designated by the Occupational Medical Section. If the 2 opinions differ, the [e] Employer may require a medical opinion from a third health care provider at the expense of the County. The employee and the Occupational Medical Section must jointly agree on the third health care provider, whose opinion is final and binding.

\* \* \*

(o) The employee's medical information, shall remain confidential and maintained in accordance with relevant laws, including but not limited to HIPAA and GINA. Any such specific medical information shall not be maintained in that employee's personnel file but shall be provided to the custodian of employee medical records, the Occupational Medical Service in OHR

\* \* \*

#### ARTICLE 46 – RECORDS

\* \* \*

##### 46.7 Union Access to Personnel Records

(a) The Union shall be considered the employees designee consistent with the Recognition Clauses contained in Article 1.2 of this Agreement and the Maryland Public Information Act, to the extent that it applies, with regards to the following personnel records:

(1) Disciplinary Actions

(2) RIF Notices

(3) Demotion

(4) Promotion

(5) Reduction-in-salary

(6) Employee overpayments

- (b) The employee may at any time revoke this designation in writing to the Director of Office of Human Resources, with a copy to the Union President.
- (c) This designation shall last for the entirety of the employee's tenure as a Montgomery County employee, unless revoked in writing.
- (d) Copies of the above documents shall automatically be sent to the Union unless a revocation has been issued by the employee.
- (e) The personnel records listed in subsection (a) shall contain the employee address, work phone and home phone number, and e-mail address.

\* \* \*

**ARTICLE 49 – RE-OPENER**

\* \* \*

49.2 Reopener for Second Year

For second year of the contract in November 1, 2012, the contract will reopen for negotiations on the following topics: wages, benefits, unresolved issues from January 2012 LRC decision on negotiability, shift differential, Sheriff's salary schedule, EVT certification, health benefit premium split, tuition assistance proportional funding, number of accepted individual position classification studies and adjustable pension plans, if necessary. [September 2007 (effective July 1, 2008 – June 30, 2010):

- (1) Article 21, Benefits (including post employment benefits for future retirees);
- (2) Articles 41 and 44.

Further, the parties agree to work collaboratively to coordinate efforts to cost and analyze proposals prior to September. The parties shall submit their respective proposals, with cost estimates, on September 15, 2007.] In the event the parties are unable to reach agreement, the parties shall submit final offers to impasse arbitration per the County Collective Bargaining law no later than [December 1, 2007] February 1, 2013.

49.3 Reopener for Third Year

For the third year of the contract in November 2013, the contract will reopen for negotiations on wages, benefits, and the number of occupational class studies for FY15. In the event the parties are unable to reach agreement, the parties shall submit final offers to impasse arbitration per the County Collective Bargaining law no later than February 1, 2014.

\* \* \*

Article 56 – Teleworking and Alternative Work Schedules

The parties agree to work together to identify and offer opportunities for teleworking and Alternative Work Schedules for bargaining unit employees. Teleworking and Alternative Work Schedule shall be referred to the County-Wide LMRC for the purpose of establishing a county-wide policy, no later than December 31, 2012, containing but no limited to the following:

- (a) Availability
- (b) Job selection criteria
- (c) Implementation procedures
- (d) Employee accountability while teleworking
- (e) Training of managers

\* \* \*

#### APPENDIX II – OPT UNIT – DEPARTMENT OF HEALTH AND HUMAN SERVICES

\* \* \*

- (g) School based merit health room nurses are urged to use their issued pager and a landline to conduct County business. In emergency situations where a landline is unavailable, they will be reimbursed for calls made from their personal cell phones.
- (h) The Department will remind staff via the School Health Services newsletter of the established procedures for requesting and obtaining supplies and furniture
- (i) Refer to the following LMRC:
  - 1. Convert workday from 7 to 8 hours
  - 2. Hiring additional substitutes and substitute SCHN/ SHRA coverage

\* \* \*

#### APPENDIX III – [SLT Unit -] DEPARTMENT OF POLICE [, CROSSING GUARDS & FORENSIC SPECIALISTS]

- [(a) The County will provide insulated gloves and will replace them as needed.
- (b) The County will discontinue providing the light weight brown jackets and will provide on a replacement basis a light weight orange reversible jacket where one side is a highly visible color.
- (c) The County agrees to provide a ¾ length brown winter parka as the replacement to the current short, brown jacket.]

[(q)](a) Bargaining unit members not assigned to ECC who work a shift that includes the period 8:00 pm to 4:00 am shall receive the same hourly shift differential under Article 5.3(a) as employees who work on a shift that begins between the hours of 11:00 pm and 5:00 am.

[(p)](b) Crossing Guards

1. Uniform/Equipment List for Crossing Guards

<u>Item</u>	<u>Quantity</u>
<u>Shirt – SS</u>	<u>5</u>
<u>Shirt – LS</u>	<u>5</u>
<u>Pants</u>	<u>5</u>
<u>Coat LGT WGT Reversible</u>	<u>1</u>
<u>Coat HI-VIS Inner Winter</u>	<u>1</u>
<u>Coat HI-VIS Outer Winter</u>	<u>1</u>
<u>Raincoat HI-VIS Reversible</u>	<u>1</u>
<u>Hat - Baseball</u>	<u>1</u>
<u>Hat - Winter</u>	<u>1</u>
<u>Rainhood (Cape)</u>	<u>1</u>
<u>Gloves Winter</u>	<u>1</u>
<u>Gloves White</u>	<u>2</u>
<u>Neckties</u>	<u>2</u>
<u>Key Holder</u>	<u>1</u>
<u>Garrison Belt</u>	<u>1</u>
<u>Whistles</u>	<u>2</u>
<u>Traffic Safety Vest</u>	<u>1</u>
<u>Flashlight</u>	<u>1</u>
<u>Flashlight Cone</u>	<u>1</u>
<u>Name Plate</u>	<u>2</u>
<u>Badge (Issued at Station)</u>	<u>1</u>

[(e)]2. Crossing guards may request a [The] \$275 shoe/boot allowance [for] every three (3) years [(term of this Agreement)] which includes shoes, winterized boots and rain boots/galoshes.

[(2)]3. Basic first aid kits will be issued to crossing guards.

[(h)]4. Crossing Guards may individually visit the Supply Section for the issuance of uniforms (pants, shirts, jackets). The School Safety Coordinators will be responsible for obtaining all equipment from the Supply Section.

[(g)]5. The County shall [purchase] provide twenty-six (26) “talkabouts” for Crossing Guards’ use during special details.

[(f)]6. Special Assignment shall be assigned by seniority.

[(i)]7. The Department shall maintain a list of scheduled events such as functions, celebrations, fairs, festivals and similar events for which overtime or extra hours are available. A list separate from the overtime call back list shall be posted to allow unit members to sign

up for this work. Selections will be made from the list on the basis of seniority. Unit members scheduled to work regular hours on the date and time of an event shall remain on the list and not be passed over except for the hours they are working. The list shall be exhausted before a volunteer is given a second opportunity to work an overtime event.

- [(1)]8. The County will compensate all Crossing Guards assigned to work the County fair the entire scheduled work period to include a ½ hour paid lunch consistent with the arbitration award.
- [(3)]9. The County agrees to provide all crossing guards with first aid training on paid time during regularly scheduled in-service training.
- [4. The parties agree to memorialize the current equipment list and quantity in the contract.
- 5. The following item will be referred to the Countywide LMRC  
  
All Crossing Guards shall be issued: 1 rain jacket, 1 pair of rain pants, 1 rain hat, 1 pair of water proof boots/shoes and gloves, 1 pair of ski-bib insulated pants, 1 insulated winter hat with ear protectors and 5 pair of summer shorts.]
- [(d) The County agrees to safety vests as recommended by FOP/MCPD safety committee.]
- [(i) The parties agree to resolve their dispute regarding the paid lunch period of Crossing Guards who work during the County fair through the current grievance outcome.]

[(k)](C) 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 that have been recommended by FOP/MCPD safety committee 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 departmental 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)](D) Police Service Assistants [Aides]

- [3.] 1. If feasible on existing equipments and with existing software, the County agrees that each computer terminal used by the PSAs will run both CAD and NCIC.
- [6.] 2. The County agrees to provide a secure parking lot at the new 6th District police stations.
- [m.] 3. The County agrees to provide and ensure fire extinguishers and first aid kits are accessible to Police Service Aides.
4. The following item will be referred to the departmental LMRC:
- Replace current phone system with updated system in all district stations [and headquarters].
  - Improve security at all stations by having SWAT conduct an assessment and implement accordingly.
  - All front doors to District Station lobbies [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.
- [1. The following items will be referred to the health and safety subcommittee of the LMRC:
2. The County will replace all of the chairs in the Warrants Section for bargaining unit members (total of six chairs).
5. The County agrees to put a cover over the switch that operates the security gate of the back parking lot at District Station 4.
7. The County agrees to install security camera in side lot at District Station 4.]

[(l) The County agrees to provide crossing guards with cellular telephones that are exclusively programmed to access "911."]

[(o)](E) Emergency Communications Center

- [1. The County agrees to engage in diligent, reasonable efforts to obtain further information concerning the feasibility of installing non-slip coating on the front entrance steps. If not feasible or the County is unable to complete by July 1, 2008, this item will be referred to the LMRC.]
- [2.] 1. The Department agrees to provide conflict and stress management training [(training similar to training recommended by Transit per reopener)].
- [3.] 2. If an ECC employee telephones from home to request leave for their shift, the on-duty supervisor will approve or disapprove leave within sixty (60) minutes of a request. No leave shall be arbitrarily denied.

[9.]3. ECC shall not require short notice mandatory overtime of an employee who is scheduled for pre-approved leave (vacation) the following calendar day unless exigent circumstances require that all members of the shift be held over. If the 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.

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

- continued review of, and possible updates to, ECC policy and security protocols.
- [Enhanced interior lighting.
- The perimeter of the PSSC shall be fenced.]
- Fence perimeter
- Improved parking lot lighting
- [Develop security protocols]

[5. The County agrees to ensure that heat boards at each work station are in working order.

6. The County agrees to fit each work station console with a non-shock rubber pad, and supply each console with new wrist rests.

7. The County agrees to repair light fixtures at workstation consoles "CAD06" and "CAD18," and additional consoles as necessary.

8. The County agrees to repair fans at workstation consoles "CAD18" and "CAD56" and additional consoles as necessary.

10. The County shall maintain a voluntary overtime list for ECC MCGEO bargaining unit members in accordance with Article 5(h).]

[(r) The following item will be referred to the LMRC:

- Uniform allotment for each specific civilian unit.
- Improved parking at all locations]

[(s)](F) Automated Traffic Enforcement Unit – Field Service Technicians

1. The following items will be referred to the [Countywide] departmental LMRC:

- Laser metro counters shall be provided.
- IT certification courses shall be provided.

[(t)](G) 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)](H) 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)](l) [Homeland] Security Services

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 forty (40) hours of initial training, followed by an additional eight (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. If issued, the [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.]
5. The County agrees to provide all officers 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.]6. Spotlights will be provided on all vehicles.
- [5.]7. Department will establish a standard rotation every two (2) weeks subject to post requirements and to accommodate employee medical needs. [Department Captain] Division Director 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.]8. The parties agree there is a need to discuss the allegations of inappropriate behavior of Lieutenants.

[8.]9. 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 twenty (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 twenty (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.]10. Business cards will be issued.

11. Hand sanitizer and [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 or cape.

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] Sergeant or mobile patrol unit.

15. The County will stitch Sergeant Chevrons onto Security Sergeants' jackets.

16. At the time of replacement or new order, Security Officers will be issued outer vest carriers for their body armor. The outer vest carrier will have markings/patches for Security Services commiserate with marking/patches provided to other civilian units issued this equipment.

[4.]17 The following items will be referred to the departmental 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.]

[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.]
- Implement security plans for each building patrolled and conduct training on these plans (layouts, entrances, exits, etc...)
- 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.]
- [Two person response to all alarm calls during night time hours.]

\* \* \*

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:

\* \* \*

[Additional Police Officers to work in CPU  
Enhanced lighting in the Pre-Release Center's parking lot.  
K-9 Team  
Weekend mental health nurses coverage  
Correction/Sheriffs committee  
Equipment for Resident Supervisors  
Body alarms for PRC  
Recreation yard fence for PRC  
Enforcement of policies consistently throughout DOCR]

\* \* \*

- [(b)] While on duty, employees shall be issued a hand held radio with collar microphone once MCCF opens and new equipment is purchased. DCR does not wish to purchase radio microphones for old radios.]
- [(c)](b) MCCF-Clarksburg shall have an outside perimeter vehicles.
- [(d)](c) All posts at MCCF-Clarksburg shall be equipped with a personnel monitor emergency device that will alert when staff are in need.
- [(e)](d) DCR shall equip and train the ERT Unit.
- [(f)](e) DCR employees shall be trained on equipment appropriate to their assignment as soon as practical.
- [(g)](f) DCR employees shall have access to a departmental telephone in order to make and receive emergency calls. A mutually agreed upon definition of emergency will be established.
- [(h)] A joint labor management committee shall be established to discuss possible alternatives to the current uniform. This committee shall make recommendations to the parties and shall consider material, number of shirts, pants, patch, and name tag.]
- [(i)](g) The Department shall not assign mandatory overtime to an officer working the #3 shift (2:30 p.m.-11:00 p.m.) who is scheduled for approved leave the following work day.

[(j)](h) Voluntary and Involuntary Overtime

\* \* \*

- [(k)](l) 1. Any Nurse who is identified as the medical charge nurse shall be paid a \$1.75 per hour differential for each hour worked.

\* \* \*

[(l)](i) DCR INVESTIGATION PROCEDURES

\* \* \*

- [(m)] Pre-Release Center - (1) The County will purchase additional metal detection wands. (2) The County will install 10 color cameras to monitor the recreation yard, main hallway, patio of each unit, and the upper level of the building. (3) Two separate sections of fence will be installed to deter the public from walking onto the property. (4) A front door entry "buzzer" system will be installed for use after 9:00 p.m.]

[(n)](k) Emergency Response Team (ERT)

\* \* \*

[(o)](l) DOCR CHN Items

\* \* \*

- [4. The following items are referred to the LMRC:  
• New copier in medical office in MCCF.  
• Provide computerized medical records program]

[(p)](m) MCCF

1. The following items are referred to the LMRC:

\* \* \*

- [Discussion of un-blouse cargo-style pants as replacements;]

\* \* \*

[(q)](n) MCDC

1. The following items are referred to the LMRC:

\* \* \*

- [Provide employee workout facility identical to one at MCCF;]
- Upgrade CPU copier;

- [Discussion of un-blouse cargo-style pants as replacements;]
- Provide non-toxic "Green" cleaning and floor stripping supplies;
- [Install secure fence for staff parking lot;]
- [Additional computers shall be added to officer workstations and all computers shall have the ability to write and review electronic reports;]
- Regular equipment maintenance.

\* \* \*

[(r)](o) 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]
- [2. The County agrees to enhance parking lot lighting.
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.]

[(s)](p) Pre-Trial

1. The following items are referred to the LMRC:
  - [Provide printers for all unit members;
  - Provide ergonomically designed workstations and chairs for all unit members;
  - Provide body alarms to all unit members;]
  - Institute a weapons screening policy to include use of (metal detectors/wands);
  - Develop a security protocol which specifically restricts client movement in a facility;
  - [Install locks leading in all work areas.]
  - Bullet proof glass for both reception areas

\* \* \*

[(t) The department agrees cuffs/waist chains/black box will be available at PRC.]

[(u)](g) The following items are referred to the LMRC:

- [Paid time for officers to work out;]
- New and better hats;
- Replace current computers with updated models and provide additional computers for unit member usage;

- [Provide dollies in both MCDC and MCCF to move tables/chairs;
- Issue lightweight stab vests to all officers;]

[(v)](r) The County agrees to update surveillance equipment at MCDC during the reuse project.

[(w)] Participation in the public safety childcare committee (DOCR and Sheriffs) as negotiated between the County and the FOP, and including the joint retention of a consultant, the cost of whom will be shared by the parties.]

[(x)](s) Any unit member designated a certified trainer (completion of Train the Trainer Program) who does training off site shall still be paid for a half hour lunch period.

[(y)] Form joint labor-management committee with two (2) members selected by the Union and two (2) members, including the warden, selected by the County to address leave issue.]

[(z)](t) Unit members being placed on administrative leave pending investigation shall be notified of the change in status prior to reporting for work. If it is determined during the employee's shift that they are being placed on administrative leave pending investigation, every effort will be made to protect the employee's confidentiality and all due discretion will be used when escorting the employee out of the facility.

[(aa)](u) DOCR will make reasonable and diligent efforts to avoid scheduling training on a bargaining unit member's regularly scheduled days off.

[(bb)] The establishment of a joint labor-management committee composed of two employer representatives and two union representatives to develop a two hour module of training. The topic of this training shall be stress management.]

[(cc)](v) All language in this agreement that pertains specifically to community health nurses shall also apply to LPNs.

[(dd)](w) 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):

\* \* \*

[(ee)](x) 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)](y) 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 VI – DEPARTMENT OF PUBLIC WORKS AND TRANSPORTATION

\* \* \*

(a) Transit Services – Ride-On

\* \* \*

32. The use of recapped tires will be permitted on the rear of transit busses. This practice will be reviewed after one year.

\* \* \*

APPENDIX XIII – DEPARTMENT OF PUBLIC LIBRARIES

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

- [Implement routine regular safety evacuation drills.]
- Restrict access to “staff only” areas in all branches.
- [Provide handheld device for catalog information away from desk.]
- Handheld Devices: Piloted at selected branches, awaiting results
- [Conduct a system wide lighting assessment and make necessary improvements.]
- Provide regularly cleaning of floors.
- [Enlarge aisles where needed many are too narrow and cramped to ensure ADA compliance.
- Conduct a system wide air quality assessment and make enhancement to improve heating, cooling and ventilation.]
- The department will address heating and cooling issues identified by the union.
- [Provide security officers at all branches from after school until branch closes to public.]
- Increase security and safety: Issues will be reviewed and resolved when identified
- [Conduct a lighting assessment of all branch parking lots [and] make necessary improvement.]
- Lighting issues: both interior and exterior. The union will identify concerns. This is an ongoing, seasonal issue
- [Install wall between the work area and the bay at] Wall at Metropolitan Grove – continue to work to identify issues.
- [Provide better treatment of icy spots in parking lots in the winter.
- Replace cipher lockers with card swipe locks in all branches.
- Consult with MCGEO during the process of involuntary transfers.]
- If multiple Department wide reassignments are needed to balance staffing complements, the Department will continue to inform the union in order to give them opportunity for feedback prior to notifying staff of reassignments.
- [Management shall encourage and not obstruct employees’ training needs to acquire CEUs for certification and/or career development.]
- Training: management works with staff to identify CEU and training opportunities relevant for staff and enables staff to attend training.
- [Staffing levels should reflect increases in workloads.]

- Work-life issues: [should be addressed] should continue to be reviewed. All work-life requests are reviewed and every attempt is made to satisfy these requests as long as they are fair to other staff and within the resources, policies, and procedures of the Department.
- PA systems and panic buttons: These are included in renovation and new construction plans. MCPL will conduct survey to ascertain present needs at other branches.

\* \* \*

#### APPENDIX XIV – DEPARTMENT OF FIRE AND RESCUE

- [(a) The following item is referred to the LMRC:
- Provide color copier.]

Mechanics assigned to the Central Maintenance Garage shall be [granted a lump sum tool allowance of \$1500 in FY '11] reimbursed for the tools purchased between April 26, 2009 and April 26, 2010, in order for them [to purchase tools] to be in compliance with the County requirement of maintenance of a basic tool set, not to exceed \$1500. Employees must provide receipts for these purchases. Employees shall not submit receipts for which they have already been reimbursed. If receipts are not available, the issue shall be referred to the County-wide LMRC for resolution.

\* \* \*

#### APPENDIX XVII – REWARDING EXCELLENCE BONUS INCENTIVE AWARD PROGRAM

\* \* \*

- (e) Amount of Bonus Incentive Award

The payout and distribution of Rewarding Excellence Bonus Incentive Awards will occur in the next full payroll period one (1) year after implementation of the project or the next full payroll period after cost savings are realized and confirmed by the Review Panel, whichever is sooner. The parties shall share equally in the total gain. Each employee on the team will [receive] share fifty percent of the total gain up to five thousand dollars (\$5,000) per employee team member. Each team member shall receive the same amount. Any remaining amount of that fifty percent of the total gain shall be directed for use as start up funding for other approved Gain Sharing proposals in the same department, from the same appropriation fund. [for a professional development fund (eg training).] The other fifty percent should be returned to the source of appropriation (i.e., general fund, enterprise fund, internal service fund, etc.) and within the generating department.

\* \* \*

[(g)](h) Effective date

The Rewarding Excellence Bonus Incentive Program shall go into effect between July 1, 2007 and June 30, 2008 and shall remain in effect for the duration of this agreement.

\* \* \*

IN WITNESS WHEREOF, the parties hereto have caused their names to be subscribed by their duly authorized officers and representatives this \_\_\_\_ day of \_\_\_\_\_.

Municipal and County Government  
Employees Organization, UFCW  
Local 1994, AFL-CIO

Montgomery County Government  
Montgomery County, Maryland

By: \_\_\_\_\_  
Gino Renne  
President

By: \_\_\_\_\_  
Isiah Leggett  
County Executive

\_\_\_\_\_  
Approved for Form and Legality  
County Attorney