

Clerk's note: Refer to Resolution No.18-475 adopted May 16, 2016.

Resolution No.:	<u>18-461</u>
Introduced:	<u>April 19, 2016</u>
Adopted:	<u>April 26, 2016</u>

**COUNTY COUNCIL
FOR MONTGOMERY COUNTY, MARYLAND**

Lead Sponsor: Government Operations and Fiscal Policy Committee

SUBJECT: Collective Bargaining Agreements 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, 2016, the County Executive submitted to the Council a collective bargaining agreements between the County government and Municipal and County Government Employees Organization effective July 1, 2016 through June 30, 2017. A copy of the Agreement is attached to this Resolution.
4. The Executive has submitted to the Council the terms and conditions of the Agreements that require or may require an appropriation of funds or changes in any County law or regulation.
5. The joint Government Operations and Fiscal Policy Committee and Education Committee considered the Agreements and made recommendations on April 21, 2016.
6. The County Council has considered these terms and conditions and is required by law to indicate on or before May 1 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 the following provisions for FY17:

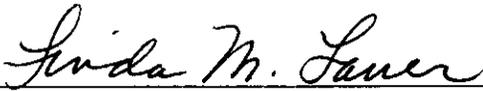
1. 0.5% general wage adjustment payable on the first pay period after July 1, 2016.
2. 0.5% general wage adjustment payable on the first pay period after January 1, 2017.
3. 3.5% service increments for all eligible bargaining unit members on their anniversary date.
4. 3% longevity increment for eligible bargaining unit members.
5. 1% lump sum for each eligible bargaining unit member who is at the top of grade and not eligible for a longevity step, payable on the first pay period after July 1, 2016.
6. Tuition Assistance up to \$150,000.
7. 25 individual and 7 job class classification studies.
8. Inclusion of a Pharmacy Benefit Management Programs.
9. Additional \$0.25 per hour for seasonal employee.

The County Council intends to reject the following provisions for FY17:

1. 3.5% service increment for each bargaining unit member whose service increment was deferred during FY11, FY12, or FY13, and who is otherwise eligible, effective the first pay period after May 1, 2017.
2. Domestic partner benefits for an opposite sex domestic partner, effective January 1, 2017.
3. The Council intends to reject the group insurance benefits in the agreement. The Council intends to approve the group insurance provisions as they were included in the Executive's Recommended FY16 operating budget, including a Medicare Part D Employer Group Waiver Prescription Drug Plan for Medicare-eligible retirees. To the extent that this approval is inconsistent with any provision of the collective bargaining agreement, that provision is disapproved.

The Council intends to approve all other provisions of the Agreement subject to Council review.

This is a correct copy of Council action.

A handwritten signature in cursive script that reads "Linda M. Lauer". The signature is written in black ink and is positioned above a horizontal line.

Linda M. Lauer, Clerk of the Council

return to work during [FY14] FY17 will receive their payment by separate payment following their return to active employment with the County. Employees covered under Article 53.1(a), if otherwise eligible, shall receive the lump sum payment in the last full pay period in [FY15] FY17, prorated based on the number of hours worked up to that point during [FY15] FY17. Employees covered under Article 53.1(b) are not eligible for this payment. 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.

- [(d) The County agrees to pay a 0.50% (one-half percent) lump sum payment in FY15 to top of grade bargaining unit members who are actively employed by the County on July 1, 2014. This calculation shall be made based on the employee's base salary paid the first full pay period following July 1, 2014. This lump sum amount shall be pro-rated for part-time employees. Employees who are scheduled to receive a longevity step during FY15 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 FY15. Eligible employees who are on unpaid leave and return to work during FY15 will receive their payment by separate payment following their return to active employment with the County. Employees covered under Article 53.1(a), if otherwise eligible, shall receive the lump sum payment in the last full pay period in FY15, prorated based on the number of hours worked up to that point during FY15. Employees covered under Article 53.1(b) are not eligible for this payment. 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.]
- [(e) c All previously postponed general wage adjustments will not be paid in FY [2016] 2017.
- [(f) Effective the first full pay period following July 1, 2015, each unit member shall receive a 2.0 percent general wage adjustment (GWA). Bargaining unit employees shall be paid a base salary pursuant to the uniform pay plan, which appears in Appendix VII of this agreement.]

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ARTICLE 6 SERVICE INCREMENTS

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- 6.8 [Effective July 1, 2013, eligible bargaining unit employees shall receive an annual service increment of 3.5 percent the first full pay period following their anniversary date as described in this Article. Effective July 1, 2014, eligible bargaining unit employees shall receive an annual service increment of 3.5 percent the first full pay period following their anniversary date as described in this Article.] Effective July 1, [2015] 2016, eligible bargaining unit employees shall receive an annual service increment of 3.5 percent the first full pay period following their anniversary date as described in this Article.

6.9 Each unit member whose service increment was postponed during FY2011, FY2012, and/or FY2013, and who is otherwise eligible as identified in this article, shall receive a salary adjustment of 3.5 percent effective the first full pay period following May 1, 2017. This salary adjustment of 3.5 percent cancels one of the three previously postponed service increments. The remaining two [All] previously postponed service increments will not be paid in [FY2016] FY 2017.

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ARTICLE 9
Working Conditions

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9.9 Classification Issues

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(c) 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, in accordance with the following: The number of individual position classification and occupational study requests to be accepted shall be a topic of the contract reopener for the 2nd year of this contract, effective July 1, 2012.]

(1) A total of [50] 25 Individual studies will be accepted in June [2013] 2016 in preparation for the FY [2014] 2017 studies [and a total of 50 individual studies will be accepted in June 2014 in preparation for the FY 2015 studies]. Half the funding for the studies shall requested from the LMRC.

* * *

(3) Requests for Position Reclassifications will be denied based on the conditions listed below:

(a) Studies that were previously reviewed less than 36 months from the date of the request.

[(b) The individual position request is a part of an on-going occupational study or an occupational study where a final decision was issued in FY 2012 or FY 2013;]

[(c)] (b) Employees who have received additional work which falls within their current position description.

[(d)] (c) Employees who have been employed with the County for less than one year; or

[(e)] (d) Employees who are on probation.

(4) Requests for Position Reclassifications will be accepted based on priority as ranked below:

- (a) Documented recent reorganizations, duties could not be reassigned to employees performing similar graded work, and there is a possibility that higher level duties were assigned to employees performing lower graded work.
- (b) Change in duties directly relating to the Department priority objectives or mission for [fiscal years FY 14 and FY 15] FY17 as reflected in the County's Operating or Capital Budget and/or the Department's strategic plan.

* * *

[(m) The County shall conduct classification studies of the following three (3) job classifications during FY 13:

- (1) Automated Traffic Enforcement Field Technician
- (2) Fire & Rescue Mechanic Occupational series
- (3) Public Service Craftworkers

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

[(o)] (m) The County shall conduct classification reviews of seven (7) job classification studies in FY[2015] 2017 [and seven (7) job classification studies in FY2016]. These classifications shall be jointly determined by the parties.

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**ARTICLE 21
Benefits**

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21.2 Health Benefits

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- (b) (1) Effective January 1, 2009, the County shall continue to provide prescription plans (High Option and Standard Option). Bargaining unit employees who select the standard option prescription plan shall pay 20 percent of the total premium cost of the standard option prescription drug plan offered by the employer. The employer shall pay the remaining 80 percent of the total premium cost of the standard option plan. Should the bargaining unit employee select the high option prescription drug plan, the employer shall pay 80 percent of the total premium cost of the standard option prescription drug plan offered by the employer. The bargaining unit employee shall pay the remainder of the high option prescription drug plan premium.

(2) Both prescription plans shall restrict generics. In the event the bargaining unit employee elects to receive a brand medication when a generic medication is available, the member shall pay the cost difference between the brand and generic medication. In the event a physician requires a brand medication, the employee shall not be responsible for the difference in cost.

(3) Both prescription plans shall incentivize mail-order prescriptions. In the event the employee fills a prescription at retail more than twice, rather than utilizing mail-order, the member shall pay the cost difference.

(4) Effective January 1, 2014, the Prescription Drug Plan will no longer offer the 90-day post formulary change grace period granted upon formulary changes. Plan participants affected by formulary changes shall be notified a minimum of 90 days prior to the effective date of the formulary change. The Employer shall approve up to a 90 day post formulary change grace period for members based upon the member's particular circumstances.

(5) The following will be referred to the Employee Benefits Committee under Article 21.3 for discussion, review, and implementation during FY17:

(i.) *Generic Step Therapy:* This program requires that the members use cost-effective alternatives within the same therapeutic class, as first line therapy before brand name prescriptions are covered.

(ii.) *Specialty Pharmacy Guideline Management:* This program is designed to support the member to ensure appropriate utilization for specialty medications. The program helps ensure the member meets sophisticated and robust criteria before a first dispense, helps ensure that the members experiences expected therapeutic outcomes while on therapy, and ensures that unsafe or ineffective therapy is discontinued. Current Members using medications subject to this program will be grandfathered. Grandfathered status does not apply if the member's drug therapy changes.

(iii.) *Advanced Control Specialty Formulary:* This program promotes cost effective care for members utilizing specialty medications by encouraging utilization of clinically appropriate and lowest next cost medications. Existing medications subject to this program are updated periodically.

(iv.) *Pharmacy Advisor Counseling at CVS retail:* This program is seamlessly integrated into the member's retail purchase workflow, to provide for a clinical consultation with the retail pharmacist when opportunities to improve adherence or close a gap in therapy have been identified.

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21.11 [Long term Care] Voluntary Benefits

Unit members are eligible to participate in the following programs, provided they pay 100% of the premiums.

1. *Long Term Care.* Implement a new long term care program no sooner than 1/1/2002. [, 100 percent employee-paid through an interagency RFP.]

2. Real Estate Rebate Program. Effective July 1, 2016, or as soon thereafter as administratively practicable, unit members will be eligible to participate in a real estate program to assist home buyers and sellers in identifying qualified real estate professionals to navigate the home ownership process. Assistance may be provided in choosing real estate agents, household goods movers, mortgage lenders related to buying and selling real estate. Rewards, if any, are determined and awarded by the carrier.

* * *

21.18 [Employee] Optional and Dependent Life Insurance

Effective July 1, 2012, the County provided life insurance benefit will be 1x the bargaining unit member's salary. Bargaining unit members will retain the option to purchase additional life insurance coverage. The amount of coverage will be pro-rated for part-time employees.

Effective January 1, 2014, employees shall be able to purchase optional term life insurance in amounts from 1 to 8 times their basic annual earnings subject to a maximum of \$1,000,000. Employees shall pay the full cost for the coverage. [This policy will go into effect only if accepted by all bargaining units.]

Effective July 1, 2016, at age 70, the face value of the optional life insurance policy reduces to 50% of the original face value. At age 75, the face value of the policy reduces to 25% of original face value. The member can purchase the amount of the reductions on an individual policy as long as amount does not exceed the original face value.

Effective July 1, 2016, Dependent life insurance options will be available to bargaining unit employees in the following increments.

\$2,000 spouse; \$1,000 child to age 26

\$4,000 spouse; \$2,000 child to age 26

\$10,000 spouse; \$5,000 child to age 26

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21.21 Domestic Partner Coverage

Qualifying same or opposite sex domestic partners are eligible dependents under the employer's health insurance coverage as described in Article 21, Sections 1, 2, 12, and 13.

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Article 32

Tools & Uniforms

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32.7 The County agrees to maintain clean and sanitary locker rooms and lavatories. These facilities will be adequately equipped to include all necessary equipment and supplies.

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Article 34

Safety and Health

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34.10 General Conditions

(a) Employees are to be provided a safe workplace and are to be furnished with safety devices, protective clothing, training for general emergency preparedness (which includes active shooter training) and such safeguards as are necessary to reduce or eliminate accidents and injuries and acts of violence. Supervisors and employees are to do everything reasonably necessary to protect their life, health and safety and of that of the public.

(b) Employees will follow safe practices and operating methods on all jobs assigned. Employees are required to wear safety devices, protective clothing or equipment designated by management for employee protection. The County will provide safety devices and equipment, when required. Refusal or failure of an employee to use or wear such devices or equipment, or failure to follow safe practices and operating methods, shall be grounds for appropriate disciplinary action.

(c) Each department shall develop an employee and worksite safety policy, to include following the County's established guidelines in general emergency preparedness training (which includes active shooter training) and the subject of public access in the workplace. Each worksite specific policy should identify processes to restrict access to employee work areas where operationally appropriate, without impacting customer service. Department employees can provide their areas of focus to the worksite safety coordinators by June 30th each year. All updates to policies shall be submitted to the LMRC Steering Committee for review as they are revised [no later than December 1, 2013].

* * *

Article 42

Duration

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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, [2013] 2016, and terminate June 30, [2016] 2017. Renegotiation of this Agreement shall begin no later than November 1, [2015] 2016, and shall proceed pursuant to the County Collective Bargaining Law.

* * *

Article 53

Substitute, Seasonal, and Temporary Employees

53.1 Wages

(a) Substitute and temporary unit members who encumber OPT and SLT bargaining unit positions shall be eligible for service increments, consistent with the provisions of Article 6 of this Agreement, after working a total of 1040 hours. In addition, these employees shall receive the general wage adjustment for each year of the Agreement provided in Article 5, Section 5.2 of this Agreement.

(b) Seasonal employees on the Seasonal Salary Schedule who do not encumber OPT/SLT unit positions shall receive [\$.50 per hour increase across the board effective the first full pay period in July, 2013; and \$.50 an hour effective the first full pay period in July, 2014] either a \$.25 an hour adjustment effective the first full pay period after July 1, 2016, or the Montgomery County minimum wage, whichever is greater.

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Appendix II

OPT Unit – Department of Health and Human Services

General Issues

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(e) The following will be referred to the Specific HHS LMRC:

- Children Youth and Family LMRC:
 - Discussion of 4/10 schedules for social workers
 - Presentation by OHR on promotions and advancement process (e.g., how to apply and notification of the eligibility list expiration)
 - Building better relationships between staff and supervisors to increase retention and morale
- School Health Services LMRC:
 - Employee access to and use of the NEXTGEN computer system

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Appendix VII

Salary Schedules

Appendix VIIA OPT/SLT SALARY SCHEDULE

Appendix VIIB DEPUTY SHERIFF UNIFORM SALARY SCHEDULE

Appendix VIIC CORRECTIONAL OFFICER UNIFORM SALARY SCHEDULE

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Appendix XI

[Revised Attendance Policy-Effective July 1, 2011]

Attendance Policy UX July 1, 2016-Two Year Pilot Program

* * *

[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.]

PURPOSE:

The purpose of this policy is to establish a uniform Attendance Policy for all Bus Operators, Transit Coordinators and Motor Pool Attendants in the Department of Transportation, Division of Transit Services, assuring maintenance of accurate attendance records and recognizing perfect attendance.

IMPLEMENTATION:

Under this procedure, employee attendance records will be established effective July 1, 2016. Any pending disciplinary actions subject to review by the Alternate Dispute Resolution (ADR) procedures

and initiated prior to this policy, will not be affected by this change and will be carried out under the Attendance Policy in the CBA effective 2013-2016. All disciplinary actions initiated for violations occurring after the effective date of this policy shall be subject to the procedures established herein. This a two-year pilot project and will be reviewed by both parties at the end of the 24-month period and will either continue through concurrence by both parties and be part of the CBA or if either party objects to the continuance of this Attendance Policy, the prior Attendance Policy in the CBA 2013-2016 will be adopted.

I. GENERAL

A. Employees are expected to be regular in their attendance.

B. Regular attendance is essential to the provision of reliable services to the public. Therefore, it is expected that Department of Transportation personnel will be present and ready to begin work at the designated starting time on each scheduled work day.

C. Employees are expected to schedule their absences in advance.

D. An employee will be given credit for a perfect attendance record. An employee who fails to maintain a satisfactory attendance record will be disciplined in accordance with the policy.

E. At the beginning of January and July of each Calendar Year, each employees' attendance will be tracked.

a. Any unscheduled absences will be accumulated, a balance maintained, and discipline imposed.

b. When the balance of occurrences of "Unscheduled Absences" reaches levels specified in this policy, the employee will be disciplined.

"Unscheduled Absences" hours are to be deducted from the employee's current annual leave, sick leave, personal leave or compensatory leave balances. In the event that the employee does not have a leave balance sufficient to cover his/her unscheduled absence, he/she will be charged leave without pay.

Accordingly, any unscheduled absences cited above may not be used at any time for an Absence Without Leave (AWOL)/ No Call, No Show - defined occurrence. The employee must contact the assignment desk to report an absence.

In cases where the operator needs to substitute leave, a formal request will be made to the Division Chief/Designee. These requests will not be unreasonably denied. The Division Chief/Designee will consider such requests on a case-by-case basis.

II. DEFINITIONS/ LEAVE PROCEDURES

A. Balance - Sum of occurrences under this policy beginning July 1, 2016.

B. "Doubled Unscheduled Absences" - Two Unscheduled Absences will be charged if an unscheduled absence occurs in the following situations:

a. Used by an employee who leaves the work site prior to the end of the scheduled work shift without the approval of a supervisor;

b. Used when an employee has been scheduled for either voluntary or involuntary overtime;

c. Used on a day when a leave request has been denied, including individual leave requests and requests made during the vacation pick;

d. Used on the day after the Super Bowl;

e. Used the day after Thanksgiving.

C. Patterns of Absences

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

Failure to report 60 minutes prior to your scheduled report twice

Payday Fridays: second payday Friday callout in the tracking period will count as two unscheduled absences and any payday Friday callouts thereafter will count as two unscheduled absences

Patterns will be calculated at the beginning of January and July of each Calendar Year.

D. Scheduled Absence - The use of annual leave, sick leave, personal leave, compensatory leave, or leave without pay that has been approved in advance by the depot chief's designee.

E. Unscheduled Absence — Any period of time in which an employee is scheduled to work, but fails to do so, will be recorded as a separate absence. Patterns of absences will result in enhanced steps in discipline. An exception may be made by the operator's supervisor with concurrence by Depot Chief on a case-by-case basis. The operators work history and attendance must be considered in review of the exception requests.

F. Absent Without Official Leave (AWOL)

An employee who fails to report for duty as scheduled or who fails to notify the assignment desk of their whereabouts within 90 minutes of the start of their shift or who leaves the work site prior to the end of the scheduled work day without notifying a supervisor shall be considered AWOL.

a. considered absent without leave;

b. placed in a non-pay status for the period in question; and

c. subject to appropriate disciplinary action.

G. Occurrence - Each daily unscheduled absence or AWOL will be recorded as a separate occurrence. The operators work history and attendance must be considered in review of occurrences. Any pattern will be one (1) additional occurrence.

H. Late Reports- Any late report will be calculated as one half (1/2) occurrence.

I. CREDIT FOR EXCELLENT ATTENDANCE

Credit will be given for Perfect Attendance, but development of an incentive for employees to be regular in attendance will be based upon mutual cost benefit for both parties.

J. IMPLEMENTATION OF POLICY

The parties will conduct joint training of the new Attendance Policy to all affected employees. The joint training will be provided by all shop stewards and supervisory personnel at agreed upon dates, times, and locations. It is to begin within the first 30 days of the new Attendance Policy.

K. ATTENDANCE RESET

While perfect attendance is possible, most employees will be charged with unscheduled absences from time to time. Except for the conditions noted below, employees can remove one (1) occurrence of unscheduled absence from his/her attendance records for every three pay periods for which no unscheduled absences have occurred. All occurrences will reset to zero (0) at the beginning of each six (6) month tracking period. If an employee reaches Corrective Action within the six (6) month tracking period, the occurrences accumulated will carry over. After discipline is issued if an employee does not receive any further Corrective Action within the current tracking period the occurrences will reset to zero (0).

L. EXTRAORDINARY CIRCUMSTANCES

Late reports 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.

III. MONITORING AND ENFORCEMENT

Supervisors will maintain attendance records and monitor their employees in accordance with this policy. Merit status Employees who do not meet the standards described herein will be disciplined according to the following schedule. Written reprimand will be given when an employee reaches six (6) occurrences.

Corrective Action

Balance of Occurrences

7 One Day Suspension

8 Five Day Suspension

9 Ten Day Suspension

10 Dismissal

Absent Without Official Leave (AWOL)

Balance of Occurrence

Corrective Action

I. Written Reprimand

J. Five Day Suspension

K. Dismissal

Three (3) consecutive days of AWOL is cause for Dismissal

The County maintains a multi-step progressive discipline track for attendance violations. It is understood by the County and the Union that the disciplinary process will not be referred to Pre-disciplinary Settlement Conferences (ADR) for review except for dismissal cases and cases wherein the facts of the matter are in dispute or if the Union deems it necessary.

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**Appendix XIII
Department of Public Libraries**

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(c) Long Branch Library – MCPL will ensure that the upper level door is locked from the outside, except for outside MCPL events. It will remain open as an emergency exit but will not be available as an entrance.

(d) MCPL will send out clarification of the County’s multilingual pay process to all MCPL employees.

(e) MCPL will send out guidance about the roving process to all staff that will include how staff should handle end-of-shift issues.

* * *

**Appendix XV
Department of Recreation**

(a) The following items are referred to the LMRC Building Maintenance Subcommittee:

- Clean vents/ducts in all facilities;
- Upgrade heating/AC at 4010 Randolph Rd.
- Contract cleaners will be asked to increase high dusting that often serves as a collection area around intake and exhaust areas

(b) The following item will be referred to the safety and health subcommittee of the LMRC:

- Replace current furniture with ergonomically designed work stations and chairs;
- The Department will continue to make replacements and upgrades as needed based on funding availability.

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IN WITNESS WHEREOF, the parties hereto have caused their names to be subscribed by their duly authorized officers and representatives this ____ day of March 2016.

United Food and Commercial Workers,
Local 1994, Municipal & County Government
Employees Organization

Montgomery County Government
Montgomery County, Maryland

By: *Yvette Luffie for Gino Renne*
Gino Renne
President

By: *Isiah Leggett*
Isiah Leggett
County Executive

HAM
Approved for form and legality
County Attorney
Heather A. Mulloy

**Memorandum of Understanding between
UFCW Local 1994 MCGEO and
The Montgomery County Government
Montgomery County Maryland
For July 1, 2016 to June 30, 2017**

The Memorandum of Understanding between the Montgomery County Government (hereinafter, the "County") and the UFCW Local 1994 MCGEO (hereinafter the "MCGEO") hereby memorializes the agreements between the parties, arising out of collective bargaining negotiations that occurred during November, 2015 through February, 2016.

1. The parties acknowledge that the health, prescription and retirement benefits currently being provided by the Employer pursuant to previous County Council action are inconsistent with the provisions of the Collective Bargaining Agreement.
2. The parties agree that, notwithstanding the CBA language, the Employer will seek, for the FY17 recommended budget, funding for those benefits at the level set by Montgomery County Council Resolution No. 17-149, Bill 11-11, Montgomery County Council Resolution No. 17-1111, and Montgomery County Council Resolution No. 18-150.
3. This agreement does not affect or alter the positions or rights of the parties in regards to these benefits. MCGEO agrees that they will not file a prohibited practice charge referencing the funding of these benefits, identified in paragraph one, in the FY17 recommended budget.

IN WITNESS WHEREOF, the parties hereto have caused their names to be subscribed hereto by their duly authorized officer and representatives, this 29 day of February, 2016.

UFCW Local 1994, MCGEO:

By: Gino Renne 2/29/16
Gino Renne, President Date

Montgomery County, Maryland:

By: William F. Scott 2-29-16
William F. Scott, Chief Negotiator Date

Approved as to form and legality
Office of County Attorney

By: Heather A. Mulloy 3/2/16
Heather A. Mulloy Date
Silvia C. Kinch