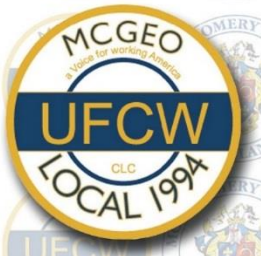

Montgomery County, Maryland

AGREEMENT

United Food and Commercial Workers, Local 1994, Municipal and County Government Employees Organization, AFL-CIO and Montgomery County Government, Montgomery County Maryland

Office, Professional, and Technical (OPT) and Service, Labor, and Trades (SLT) **Bargaining Units**

AGREEMENT

Between
United Food and Commercial Workers (UFCW),
Local 1994,
Municipal and County Government
Employees Organization (MCGEO),
and
Montgomery County, Maryland

Office, Professional, and Technical (OPT)
and
Service, Labor, and Trades (SLT)
Bargaining Units

For the Years July 1, 2016 through June 30, 2017

Montgomery County Government
Office of Human Resources
Labor/Employee Relations
101 Monroe Street - 7th Floor
Rockville, Maryland 20850
(240) 777-5114

Municipal and County Government
Employees Organization
600 S. Fredrick Ave. Suite 200
Gaithersburg, Maryland 20877
(30l) 977-2447

July 2016

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COLLECTIVE BARGAINING AGREEMENT

THIS AGREEMENT is made and entered into this 1st day of July, **2016**, between MONTGOMERY COUNTY, MARYLAND (hereinafter referred to as "Employer") and the MUNICIPAL & COUNTY GOVERNMENT EMPLOYEES ORGANIZATION/United Food and Commercial Workers Union Local 1994, (hereinafter referred to as the "Union").

SEVERABILITY

If any term or provision of this Agreement is, at any time during the life of this Agreement, determined by a court of competent jurisdiction to be in conflict with any applicable law, constitution, statute, or ordinance, such term or provision shall continue in effect only to the extent permitted by law. If any term or provision is held to be invalid or unenforceable (or if the parties agree that it is), such invalidity or unenforceability shall not affect or impair any other term or provision of this Agreement. However, that upon such a decision the parties agree to negotiate within reasonable time a substitute for the invalidated article or section or portion thereof.

ARTICLE 1 – RECOGNITION

1.1 For the purposes of this collective bargaining Agreement, "Employee" means any person who works under the County government merit system on a continuous full-time, career or part-time career basis in the certified bargaining units, except as otherwise noted in this Agreement.

1.2 IT IS RECOGNIZED BY THE EMPLOYER, that the Municipal & County Government Employees Organization/United Food and Commercial Workers Union Local 1994, AFL-CIO has been designated and selected by a majority of the employees of the above named bargaining units of the Montgomery County Government as their representative for purposes of collective bargaining over wages, hours, employee benefits and other terms and conditions of employment and that pursuant to the provisions of Chapter 33, Article VII, Section 33-106 of the Montgomery County Code the said Organization is the exclusive representative of all the employees in such units.

UNITS:

(a) OFFICE, PROFESSIONAL, AND TECHNICAL (OPT)

This unit is composed of all eligible classes associated with office, professional, paraprofessional, and technical functions.

(1) Office: Job classes in which workers are responsible for internal and external communication, recording and retrieval of data and/or information, and other paperwork required in an office.

(2) Professional: Job classes that require special and theoretical knowledge that is usually acquired through college training or through work experience and other training that provides comparable knowledge.

(3) Paraprofessional: Job classes in which workers perform, in a supportive role, some of the duties of a professional or technician. These duties usually require less formal training and/or experience than is normally required for professional or technical status.

(4) Technical: Job classes that require a combination of basic scientific or technical knowledge and manual skill that can be obtained through specialized post-secondary school education or through equivalent on-the-job training.

(b) SERVICE, LABOR, AND TRADES (SLT)

All eligible classes that are associated with service/maintenance and skilled crafts. This means job classes in which workers perform duties that result in or contribute to the comfort and convenience of the general public or that contribute to the upkeep and care of buildings, facilities, or grounds of public property. Workers in this group may operate specialized machinery or heave equipment. These job classes may also require special manual skill and a thorough and comprehensive knowledge of the processes involved in the work that is acquired through on the job training and experience or through apprenticeship or other formal training programs.

1.3 Partnership Agreement

(a) Union and the Employer acknowledge their joint responsibility to foster a more positive labor relations environment based on mutual trust, respect and cooperation, in the hope that this will contribute to the greater success of the County and the establishment of a healthier and more productive workplace. Among the hallmarks of this partnership are open communication and a willingness to engage in good faith bargaining over matters required by law and dialogue over

issues of concern to both parties. The key goals of this partnership are the delivery of quality public services to the citizens and employees of Montgomery County, along with enhanced employee compensation, job security and a positive work environment for all.

(b) The following requirements must be met to achieve effective partnership:

(1) system-wide commitment at all levels of the organization;

(2) open and effective communication;

(3) trust in each other and the process;

(4) genuine involvement of stakeholders;

(5) open and honest collaboration without fear of retribution;

(6) respect for various points of view; and

(7) training of participants in processes that support collaboration.

1.4 Contract Interpretation

The only persons qualified to interpret this Agreement on behalf of the Union shall be the President or his designee. The Union shall notify the Employer in writing of the names of the designees within 30 days of the effective date of this Agreement.

ARTICLE 2 – MANAGEMENT RIGHTS

2.1 (a) It is the understanding of the parties hereto that the wages, hours, working conditions and rights of the employees and the Union set forth in this Agreement are not intended to be in violation of the Employer Rights listed below. The parties further agree that these wages, hours, working conditions and rights shall not be extended or interpreted to violate the Employer's right and responsibility to perform the following:

(1) determine the overall budget and mission of the Employer and any agency of County government;

(2) maintain and improve the efficiency and effectiveness of operations;

(3) determine the services to be rendered and the operations to be performed;

(4) determine the overall organizational structure, methods, processes, means, job classifications, and personnel by which operations are to be conducted and the location of facilities;

(5) direct and supervise employees;

(6) hire, select, and establish the standards governing promotion of employees, and classify positions;

(7) relieve employees from duties because of lack of work or funds, or under conditions when the Employer determines continued work would be inefficient or nonproductive;

(8) take actions to carry out the mission of government in situations of emergency;

(9) transfer, assign, and schedule employees;

(10) determine the size, grades, and composition of the work force;

(11) set the standards of productivity and technology;

(12) establish employee performance standards and evaluate employees, except that evaluation procedures shall be a subject for bargaining;

(13) make and implement systems for awarding outstanding service increments, extraordinary performance awards, and other merit awards;

(14) introduce new or improved technology, research, development, and services;

(15) control and regulate the use of machinery, equipment, and other property and facilities of the Employer, subject to the Employer's duty to bargain matters affecting the health and safety of employees;

(16) maintain internal security standards;

(17) create, alter, combine, contract out, or abolish any job classification, department, operation, unit, or other division or service, provided that no contracting of work which will displace employees may be undertaken by the

Employer unless 90 days prior to signing the contract, or such other date of notice as agreed by the parties, written notice has been given to the certified representative;

(18) suspend, discharge, or otherwise discipline employees for cause, except that, subject to Charter section 404, any such action may be subject to the grievance procedure set forth in this collective bargaining Agreement; and

(19) issue and enforce rules, policies, and regulations necessary to carry out these and all other managerial functions which are not inconsistent with this law, Federal or State law, or the terms of this collective bargaining agreement.

2.1 (b) Employees have the right to form, join, support, contribute to, or participate in, or to refrain from forming, joining, supporting, contributing to, or participating in any employee organization or its lawful activities; and

(1) To be represented fairly by their certified representative

(2) The employer has the duty to extend to the certified representative the exclusive right to represent employees for the purposes of collective bargaining, including the orderly processing and settlement of grievances as agreed by the parties.

(3) A certified representative serves as the exclusive bargaining agent for all employees in the unit for which it is certified and has the duty to represent fairly and without discrimination all employees in the unit.

2.2 The Employer and the Union shall bargain over the amelioration of the effect on employees when the exercise of Employer rights listed in Section 2.1 causes a loss of existing jobs in the Unit. The Employer will provide the Union reasonable advance notice, 90 days when possible, prior to the date the Employer alters, combines, or abolishes any job classification, department, operation, unit, or other division or service causing a loss of existing jobs in the unit. Such notice shall identify the existing jobs affected and the reason for the Employer's action.

2.3 The Chief Administrative Officer may designate a representative to implement any or all of the provisions of this Agreement.

ARTICLE 3 – AGENCY SHOP

3.1 It shall be a continuing condition of employment that all bargaining unit employees shall become members of the Union within 30 days of obtaining merit system status or shall pay a service fee. Employees who pay dues and employees who pay a service fee, shall pay amounts set by the Union (subject to Section 33-102(1) of the Montgomery County Code). These amounts may be subject to change once each year of this Agreement as a result of the Union's notice to the Employer and appropriate bargaining unit members mailed 30 days prior to the change.

3.2 The Union shall indemnify and hold the Employer harmless against any and all claims arising from actions taken by the Union with regard to the collection of agency service fees or the resolution of disputes concerning agency service fees, including any costs for attorneys, expert witnesses, and other litigation expenses.

3.3 Adherents of a religion, the tenets of which oppose joining or financially supporting any employee organization on religious grounds may invoke that belief by submitting a religious objection (subject to Section 33-102 (1) of the Montgomery County Code.)

ARTICLE 4 – VOLUNTARY CHECKOFF OF UNION FEES AND DEDUCTIONS

4.1 The Employer will provide a voluntary checkoff under existing procedures and shall check off dues and service fees and voluntary political contributions from all employees and shall make every reasonable effort to remit same to the Secretary-Treasurer of Local 1994 on a biweekly basis. Any voluntary political check-off form provided by the Union shall be in compliance with Federal and State election law requirements.

4.2 The Employer shall be relieved from making such payroll deductions upon an employee's:

(a) termination of employment for any reason;

(b) transfer to a job outside the bargaining unit; or

(c) layoff from work; or

(d) unpaid leave of absence.

4.3 The Employer assumes no obligation, financial or otherwise, arising out of the provisions of this Article or Article 3, and the Union shall indemnify and hold the Employer harmless from any and all claims, grievances, arbitrations, awards, suits, attachments, or other forms of liability and legal fees arising out of or by reason of any action taken or not taken by the Employer for the purpose of complying with any of the provisions of this Article or Article 3. The Union assumes full responsibility for the disposition of the funds deducted under Articles 3 and 4 as soon as they have been remitted by the Employer to the Union.

4.4 The County shall provide all reasonably necessary information required to accomplish checkoff of dues and fees. Further, the County shall provide information reasonably necessary for the Union to perform collective bargaining representation.

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. **The** salary schedule shall contain a longevity increment 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 to be paid the first full pay period following their 20 year service anniversary. (See Appendix VII).

5.2 Wages

(a) Effective the first full pay period following **July 1, 2016**, each unit member shall receive a **0.5** percent general wage adjustment (GWA). **Effective the first full pay period following January 1, 2017, each unit member shall receive a 0.5 percent general wage adjustment**. Bargaining unit employees shall be paid a base salary pursuant to the uniform pay plan, which appears in Appendix VII of this Agreement.

(b) The County agrees to pay a **1.0%** (one percent) lump sum payment in **FY17** to top of grade bargaining unit members who are actively employed by the County on July 1, **2016**. This calculation shall be made based on the employee's base salary paid the first full pay period following July 1, **2016**. This lump sum amount shall be pro-rated for part-time employees. Employees who are scheduled to receive a longevity step during **FY17** 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 **FY17**. Eligible employees who are on unpaid leave and return to work during **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 **FY17**, prorated based on the number of hours worked up to that point during **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.

(c) All previously postponed general wage adjustments will not be paid in **FY 2017.**

5.3 Shift Differential

(a) Effective the first full pay period after July 1, 2013, each employee required to work a shift that begins between the hours of 2:00 p.m. and 10:59 p.m. shall receive $1.40 for each hour worked and $1.56 for each hour worked on a shift that begins between the hours of 11:00 p.m. and 5:00 a.m. Employees who begin a shift at or after 12 noon will be paid a shift differential for hours after 2:00 p.m. when 75 percent of their work hours are scheduled within the designated times above.

(b) Employees receiving a shift differential of 5 percent of base salary for a non-rotating shift as of June 30, 1990, shall retain the dollar amount of that differential in lieu of the amounts specified in subparagraph (a) above. The dollar amount received as a differential as of June 30, 1990, shall remain constant during the term of this Agreement. Any employee vacating or filling a position previously subject to the 5 percent differential, shall no longer be entitled to the same.

(c) Employees receiving a shift differential under subparagraph (b) above shall automatically become eligible for shift differential under subparagraph (a) above if the differential in (a) is greater than the amount received by the employee under (b) above.

(d) Ride-On Shift Differential

Ride-On drivers currently starting a.m. runs at or before 4:29 a.m. shall receive the differential for the entirety of their a.m. run. Any shifts beginning between 4:30 a.m. and 5:00 a.m. shall be paid the differential for the first 4 hours of their shift.

5.4 Multilingual Pay Differential

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

(a) Basic Skills. - Basic skills are defined as those skills primarily required for oral or sign language communication and comprehension such as those used in conversation with clients and residents. The department head must certify that certain jobs may require occasional use of basic multilingual skills

(b) Advanced Multilingual Skills - Advanced skills are defined as those skills required for written communication and comprehension in a second language, in addition to skills in oral communication and comprehension. The department head must certify that certain jobs may require occasional use of advanced multilingual skills.

(c) Compensation - Compensation is determined by the employee's language skill level. Compensation is paid for all hours actually worked during the pay period. Employees certified at the advanced skill level will receive $1.00 per hour for all hours actually worked. Effective the first full pay period after July 1, 2003, employees certified at the basic skill level will receive $1.00 per hour for all hours actually worked. Employees certified at the advanced skill level will receive $1.50 per hour for all hours actually worked.

(1) Certification - Prior to eligibility for any of the above compensation, affected employees will be required to successfully pass a certification examination administered by the Office of Human Resources. Testing will consist of a brief oral performance examination for those positions that may require basic multilingual skills. A written examination assessing comprehension/translation skills will also be administered for those positions that may require advanced skills. Both of these examinations will be designed to assess skills.

(2) Overtime - Employees will be paid overtime on the multilingual differential only for the use of skill during hours subject to overtime pay, i.e. in excess of the regular workweek.

(3) Appeals - The designation of positions requiring multilingual skills and the levels of compensation are non-grievable and non-arbitrable.

(d) The Employer, based on operational need, may elect to allow a new bargaining unit employee into the program.

In accordance with subsections 5.4 (a) and (b), bargaining unit members who utilize multilingual skills during the performance of their routine duties and on a recurring basis, may submit a request for departmental determination for Multilingual Certification of Basic (ML1) or Advanced (ML2). If the employee's request is approved by the department head, the employee shall be tested by OHR in accordance with subsections 5.4 (c) (1). Upon successful certification, said employee shall receive a Multilingual Differential in accordance with subsection 5.4 (c).

(e) Ride On bus operators shall be included as an eligible class to receive the multilingual pay differential in accordance with Article 5.4 effective July 1, 2011.

(f) The Multilingual Certificate Program will limit the testing and certification of employees requiring the use of translation skills during the performance of their duties to the following languages:

(a) Spanish

(b) French

(c) Chinese

(d) Vietnamese

(e) Korean

(f) Amharic

(g) Sign Language

5.5 Pay Equity

The Employer shall provide reports on a quarterly basis on the number and nature of reclassifications/reallocations to occupational classes under QES that affect members of the bargaining unit.

5.6 Withholding PrePaid Salary

Employees hired prior to November 22, 1985, have a notice on their paycheck stub reflecting the advance hours for which the employee received pay. The reason for the advance was because of a one-week offset between the time reporting period and the pay check period. The employees received this advance in the first payroll check that they received after they were hired.

In the event of termination, leave without pay (in excess of one work week), change in appointment status, or sick leave donor use, the amount of advance hours is settled with the payroll check following any of these actions and will reflect the repayment of hours advanced. The basis of the final repayment will be the final timesheet for hours worked and/or time paid less the advance hours at the rate of pay received on the November 22, 1985 paycheck. For employees hired after November 22, 1985, there is annually a two-week delay between the Time Reporting Period for reporting time worked or time paid and the time period for pay purposes. Advance hours are not applied to employees hired after November 22, 1985.

5.7 Stand By Pay

(a) If an employee is required to remain ready during off-duty hours to perform unscheduled and unanticipated work, the County must pay stand-by compensation to the employee at the rate of 15 percent of the employee's regular hourly salary or $4.00 per hour, whichever is greater.

(b) The Employer must pay stand-by pay to an employee for the entire period that the employee is in stand-by status until:

(1) the employee is contacted to perform unscheduled work and has reported to work;

(2) the employee's next regularly scheduled work period; or

(3) the employee is contacted and relieved from stand-by status.

(c) An employee is eligible to receive stand-by compensation if the employee's supervisor has notified the employee to remain available to work during a specified period of time outside the employee's assigned work hours.

(d) An employee who is in call-back, overtime, or regular pay status shall not be eligible for stand-by compensation.

(e) An employee who is in stand-by status shall be told the following:

(1) the reason for the stand-by status;

(2) the location to which the employee must report if called; and

(3) the approximate duration of the stand-by status.

(f) To cancel stand-by status, the employee's supervisor or manager must contact the employee and tell the employee that the employee has been relieved from stand-by status.

(g) An employee in stand-by status must be ready to perform work if contacted and must provide the supervisor or other designated department representative with a telephone number or pager number at which the employee can be promptly contacted.

(h) An employee in stand-by status must:

(1) ensure that the telephone or pager by which the employee is to be contacted is in good working order and is turned on; and

(2) promptly notify the supervisor or other designated department representative if the employee must be contacted on a different telephone number or pager number.

5.8 Pay Policies

(a) Employees are to be paid on a biweekly pay period basis. Salaries under the general pay schedule are computed on the basis of 52 weeks for a work year of 2,080 hours and employees are to be paid accordingly. Upon termination if an employee is indebted to the County, the amount due may be deducted from pay, accrued annual leave or compensatory leave or retirement contributions.

(b) All employees hired on or after July 1, 2004, will participate in direct deposit of their biweekly pay.

(c) An employee identification number will be used for all bargaining unit members and that will be the identifier on timesheets, Personnel Action Forms and all other documents where a social security number was used as an identifier.

5.9 Overtime

Overtime work may be authorized by the Chief Administrative Officer or designee when an employee is required to work in excess of the normally scheduled work day or work week, subject to the following:

(a) Overtime work must be required and authorized by the Chief Administrative Officer or designee.

(b) Overtime work must be kept to a minimum and must be based on the workload of the County.

(c) Payment of overtime must be within budget limitations, except as provided in 5.10 below.

(d) Overtime is paid at the rate of 1½ times the employee's gross hourly rate of pay, including pay differentials**.**

(e) Prior to authorizing overtime, the employee must have been in pay status either;

(1) more than the regularly scheduled work week, but at least 40 hours, or;

(2) more than the regularly scheduled work day, but at least 8 hours;

(3) except, if the overtime work is scheduled, then the employee must have been in work status more than the regularly scheduled work day, but at least 8 hours.

(f) The Chief Administrative Officer or designee may grant to eligible employees compensatory time at 1½ times the excess hours worked when budgetary limitations preclude the payment of overtime compensation, except when the Fair Labor Standards Act requires overtime pay.

(g) The Chief Administrative Officer may establish any necessary Administrative Procedures to implement this policy.

(h) Voluntary and Involuntary Overtime

(1) Voluntary Overtime

A voluntary overtime list that identifies those employees who wish to perform overtime work shall be developed by each department. Such lists shall be used to fill overtime needs subject to exceptions based on operational needs, such as knowledge, skills, and abilities as determined by the Employer. Employees shall be assigned on a rotating basis in order of seniority among those employees in the classification who are on the voluntary overtime list and are able to perform the work subject to the above exceptions. The list should be exhausted before a volunteer is given a second opportunity to work overtime. Employees shall not be required to perform mandatory overtime until the voluntary overtime list has been exhausted.

(2) Involuntary Overtime

In the event voluntary overtime lists are insufficient to provide adequate coverage and subject to operational needs such as knowledge, skills, and abilities as determined by the Employer, employees shall be assigned on a rotating basis in the inverse order of seniority among those employees in the classification who are able to perform the work.

(3) Both the County and the Union recognize that overtime arises out of the need to provide services as determined by the County. Overtime will not be used as a means of permanently reducing staff, avoiding filling vacancies, or eliminating a shift.

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

(i) Off-duty Work

Bargaining unit employees, below grade 25, required by a supervisor or designee to perform work while off duty, and not otherwise required to report to a designated work location, shall be compensated in accordance with Section 5.9 (d) of this Article.

(j) Unscheduled Absence

Not withstanding the above, if an employee has an unscheduled absence the day after they have worked overtime such overtime hours shall be paid at the employee's regular pay rate (straight time). The number of hours subject to the straight time pay rate will be equal to the number of hours of the unscheduled absence unless the Fair Labor Standards Act requires overtime pay at the time and one-half rate.

A scheduled absence, for the purposes of this section, is leave that is requested and approved at a minimum during the employee's work period preceding the work day for which the employee is requesting time off or while working the day following a day in which overtime was worked, requests and is granted leave subject to workload requirements as determined by the employer.

(k) With the exception of the Emergency Communications Center (ECC) and any department where an agreement on overtime already exists, UFCW Local 1994 MCGEO bargaining unit members shall be given the right of first refusal for UFCW Local 1994 voluntary overtime work.

5.10 Limitations on Overtime

(a) Employees Grade 25 and Above

Employees at Grade 25 and above are not usually eligible to receive overtime pay but may be declared eligible to receive pay pursuant to Administrative Procedures established by the Chief Administrative Officer when it is determined to be equitable and in the best interest of the County.

(b) Employees Below Grade 25 Exempt from the Fair Labor Standards Act

Employees below Grade 25 who are exempt from the overtime provisions of the Fair Labor Standards Act are not usually eligible to earn overtime pay but will normally be eligible to earn compensatory time at 1½ times the excess hours worked unless the Chief Administrative Officer or designee authorizes overtime pay.

(c) Employees Not Exempt from the Fair Labor Standards Act

Upon request, nonexempt employees may be granted compensatory time at 1½ times the excess hours worked in lieu of overtime pay.

(d) Alteration of Work Day or Work Week

Subject to Administrative Procedures established by the Chief Administrative Officer and the Fair Labor Standards Act, employees may request reasonable alterations of their normally scheduled work day or work week. In such circumstances, leave time may be granted by the department head on an hour for hour basis. Overtime compensation must not be paid an employee who requests an alteration to the regular work day or work week.

(e) Employees Grade 25 and above exempt from the Fair Labor Standards Act (FLSA)

Bargaining unit employees Grade 25 and above exempt from the FLSA must satisfy a forty-five (45) hour threshold during their regular work week in order to be eligible to receive overtime compensation or compensatory time except as follows: A department head will make every effort to compensate the employee for the hours worked between forty and forty-five hours per week by altering the employee's regularly scheduled work week on an hour for hour basis within the pay period when the excess hours were worked. In the event the department head is unable to alter the employee's regularly scheduled work week on an hour for hour basis within the pay period, the employee will be granted compensatory time on an hour for hour basis.

5.11 Use of Compensatory Time

(a) Compensatory time may not be used until credited and until approved by an employee's supervisor. Application for compensatory time must be made in advance of use. In emergency cases, the employee's supervisor may waive this requirement. Compensatory time balances in excess of 80 hours at the end of the leave year for nonexempt employees under Fair Labor Standards Act (FLSA), may be paid out or carried over for one year at the employee's option.

(b) For exempt employees under FLSA, compensatory time provisions under 9-10(c) of the Personnel Regulations will apply. Not more than 10 days of compensatory time may be carried over from one leave year to the next. Unused compensatory time in excess of this amount will automatically be credited to sick leave. Upon specific approval of the Chief Administrative Officer, an employee may be permitted to retain a compensatory time balance in excess of 10 days at the end of a leave year whenever it is shown that the employee was unable to reduce the compensatory time balance to 10 days because of emergency or special work load considerations. The carryover of excess compensatory time must be reduced by no later than December 31 of the succeeding leave year.

5.12 Disposition of Compensatory Time at Separation

(a) When a nonexempt employee under FLSA is separated from County Service, the employee must be paid in a lump sum for earned unused compensatory time. In the event of an employee's death, the employee's estate shall be paid for all unused compensatory time.

(b) For exempt employees under FLSA, compensatory time provisions under 9-10(d) of the Personnel Regulations will apply. When an employee is separated from the County service, the employee must be paid in a lump sum for up to 80 hours of earned unused compensatory time. In the event of an employee's death, the employee's estate shall be paid for all unused compensatory time.

5.13 Use of Compensatory Time for Purchase of Retirement Service Credits under the Provisions of the Employees' Retirement System of Montgomery County

An employee wishing to purchase retirement service credits pursuant to the appropriate provisions of the Employees' Retirement System of Montgomery County may authorize the conversion of accrued compensatory time to a cash value for the purpose of depositing this amount under the retirement system. Not more than 80 hours of compensatory time may ever be used for purchase of retirement service credits. The lump sum cash value of the compensatory time is to be based on the employee's rate of pay as of the date of conversion. The use of compensatory time for this purpose is subject to the availability of lapsed salary monies within an employee's department and to the provisions of the Employees' Retirement System of Montgomery County. Whenever an employee converts compensatory time for the purpose of purchasing retirement service credits, lapsed salary monies in the employee's department or agency may be used and the monies may be transferred to the Employees' Retirement System of Montgomery County whenever recommended by an employee's department head or agency head and approved by the Chief Administrative Officer.

5.14 Salary on Promotion

A merit system employee who is promoted is entitled to at least a 5 percent increase in base salary, except when the employee has taken a demotion with no loss in salary and is subsequently promoted to a grade which is the same or less than the grade from which originally demoted. For promotions of 2 or more grades employees will receive a 10 percent increase in pay, provided it does not exceed the maximum of the new grade. An employee's salary following promotion may not be less than the minimum or more than the maximum of the new grade.

5.15 Salary on Demotion

(a) Demotion: The movement of an employee from one merit system position or class to another with a lower grade level assignment. Any loss of pay caused by demotion shall not exceed 5 percent of base salary for each grade the employee is demoted not to exceed 20 percent of base salary.

(b) An employee demoted as a result of reduction-in-force, may retain the salary received immediately prior to the effective date of the demotion. Should the demoted employee's salary exceed the maximum for the new pay grade, the salary may be retained for 2 years from the date of demotion. No salary increase will be awarded for so long as the employee's salary exceeds the maximum. If upgraded during the 2-year reappointment period, an employee's salary will be adjusted:

(1) to the maximum of the new grade if still less than the original salary, or

(2) as if no demotion had occurred if upgraded to an equal or higher graded position.

At the end of the 2-year salary retention period, the employee's salary must be reduced to the maximum for the grade, if necessary.

5.16 No Pyramiding of Compensation

There shall be no duplication or pyramiding in the computation of overtime and other premium wages.

5.17 General Emergency Pay

(a) General emergency for the purpose of this Agreement is defined as any period determined by the County Executive, Chief Administrative Officer or designee to be a period of emergency, such as inclement weather conditions. Under such conditions, County offices are closed and services are discontinued; only emergency services will be provided.

(b) Whenever a general emergency is declared for the County by the County Executive or designee, members of the bargaining unit who are required to work during the period of the emergency shall receive twice their regular hourly rate. In the event that bargaining unit employees are in an overtime status during the period of the declared emergency and are required to work, the employees shall receive their regular rate plus the overtime rate, consistent with pay policies for declared emergencies established by the Chief Administrative Officer memorandum dated January 28, 1987.

(c) Implementation of General Emergencies shall be in accordance with Administrative Procedure 4-21, dated July 12, 1991. In addition to the above, before making a determination whether to declare a General Emergency, the CAO or designee will consider recent weather reports regarding the amount of precipitation already accumulated, as well as the forecast for further accumulations during the succeeding 8-hour period. Other considerations that the CAO or designee will take into account include whether the major roadways of the County are passable and safe for travel and whether the County public schools have been closed for the day and what actions other public sector jurisdictions in the Washington

Metropolitan Region take. The decision whether to declare a General Emergency shall be based on the cumulative of all these factors and no one factor shall be conclusive or determinative.

(d) The parties agree to move the pending grievance over general emergency pay to arbitration.

5.18 Call Back Pay

(a) Whenever any employee is required to return to work to perform unanticipated and unscheduled work assignments to fulfill an operational need, the employee must be paid for a minimum of 3 hours, at 1½ times the employee's hourly rate, on each occasion when the employee performs a call-back assignment, regardless of how long the call-back assignment lasts.

(b) An employee who performs a call-back assignment must be compensated with pay and not compensatory time, unless the department director determines that compensatory time must be given because of budget limitations.

(c) An employee must be compensated for all time spent on a call-back assignment at 1½ times the employee's regular hourly rate, excluding regularly scheduled work hours beyond the minimum 3 hours of agreed premium pay.

5.19 Employee Overpayments

(a) Whenever it is determined by the Employer that a member of the bargaining unit has received an overpayment in compensation, notice shall be given to the bargaining unit employee of the facts and circumstances of the overpayment. The employee shall have 10 work days to respond to the notice of overpayment. The Employer shall evaluate any response received and take any action deemed appropriate. In the event that the Employer determines that an overpayment has been made, final notice of the discontinuance of the overpayment and a schedule for repayment shall be provided the employee in writing.

(b) A bargaining unit employee will not be required to repay the portion of overpayments which has extended beyond a 12-month period.

(c) Any schedule for repayment shall be based upon the period of time covering the overpayment (e.g. the overpayment continued each pay period for a period of 6 months, the employee would have 6 months to repay the overpayment).

(d) Employees have a duty to advise the Employer of overpayments. Violation of this provision may result in employee liability for the total overpayment without regard to subsection (b) above and may result in an appropriate disciplinary action.

5.20 On Call Status

On call status is a routine, rotating designation within specific work units to determine the first employee to be contacted and offered the opportunity to volunteer for overtime work or provide telephone assistance. Only employees contacted by a supervisor, or designee, while in an on-call status shall be eligible for appropriate compensation as provided in this Agreement. An employee who is "on-call" is not obliged to remain ready and available for duty unless placed on stand-by in accordance with Article 5, Section 5.7 of this agreement.

5.21 Reclassification or Reallocation of a Position to a Lower Pay Grade or an Employee Placed in a Lower Pay Grade as a Result of a Disability.

A department director must ensure that an employee whose position is reclassified or reallocated or placed in a lower pay grade as a result of a disability:

(a) keeps the salary the employee received immediately before the effective date of the reclassification or reallocation (or the salary received immediately prior to the effective date of the demotion or change to lower grade in cases of disability); and

(b) receives a general wage adjustment that other employees in the same occupational class covered by the same salary schedule receive even though it results in the employee's salary exceeding the maximum salary for the pay grade or pay band assigned to the position.

5.22 Field Training Pay Differential

Bus Operators, Police Telecommunicators, Correctional Officers, and Deputy Sheriffs assigned to train new unit members shall receive a field training pay differential of $2.50 for each hour of training. Effective the first full pay period following July 1, 2009, this will increase to $3.00 for each hour of training.

5.23 Certification Incentive

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

(b) EVT Certification

EVT Certification: This incentive applies to eligible employees assigned to Central Maintenance of Montgomery County Fire and Rescue Services. Eligible employees shall receive $1000 incentive for obtaining a valid EVT master certification, for a maximum of two EVT master certifications. The maximum EVT-related incentive that any employee can receive in one year would be $2000. Only active EVT certifications will receive this pay incentive.

5.24 Meal Allowance

A meal allowance of up to $10 shall be paid when one or more of the following conditions are met:

(a) work of 4 or more hours consecutive to the end of a regular shift and for each period in excess of 8 hours thereafter;

(b) work in excess of 4 consecutive hours on call back which occurs 2 or more hours after departure from work and for each period in excess of 8 hours thereafter;

(c) when called back to work within 2 hours of departing work, a meal allowance will be paid in accordance with (a) above, as if the employee had not departed from work;

(d) meal allowances shall not be paid for an 8-hour shift of scheduled work on Saturdays, Sundays, or holidays unless one of the above conditions is applicable; and

(e) meal allowances are authorized for work prior to the beginning of a regular shift when the period is scheduled for 4 or more hours or is unscheduled and is 2 hours or more.

Reimbursement will be made to the employee after the submission of an approved petty cash voucher, accompanied with the receipt.

5.25 Travel Reimbursement

Bargaining unit employees will receive travel reimbursement consistent with Administrative Procedure No. 1-2, Non-Local Travel Guidelines, and Administrative Procedure No. 1-5, Local Travel Guidelines. Bargaining unit members are entitled to a meal reimbursement rate consistent with Federal GSA's domestic per diem rate schedule for meals and incidental expenses.

5.26 Personal Vehicle Mileage Reimbursement

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

5.27 Court Time

This section applies only to bargaining unit members who are assigned to 24/7 facilities who are required to attend court (to include MVA hearings, but no other hearings) for a job-related reason, on his or her regular day off or during non-regularly scheduled working hours. These bargaining unit members shall be guaranteed a minimum compensation of 3 hours at a rate of 1½ times the member's regular hourly rate regardless of the actual time spent in court unless the bargaining unit member works more than 3 hours when not regularly scheduled or when off-duty. If the bargaining unit member works more than 3 hours, he or she shall be compensated at the rate of 1½ times his or her regular hourly rate for every hour spent in court. When an off-duty bargaining unit member is required to appear in court 2 or more times during the initial 3-hour period, the officer will not be entitled to receive additional compensation until 3 hours have elapsed since he or she initially appeared in court that day.

(a) Bargaining unit members will be present in court and will remain until excused by the presiding judge, the Assistant State's Attorney or Assistant County Attorney, or the departmental court liaison officer, or until the case in question is concluded.

(b) If a bargaining unit member has been summoned to court and is unable to attend for any valid reason (personal illness, leave, family problem of urgent proportions, unavoidable conflict of schedule, etc.), then notification of that fact shall be made by the bargaining unit member or his/her designee either in person or by telephone to either:

(1) the State's Attorney liaison officer if the case is to be tried in Circuit Court;

(2) the District Court liaison officer for cases tried in the District Court; and

(3) the departmental court liaison.

(c) Notification of an inability to attend court shall be provided to the court liaison officer so that postponements may be scheduled.

5.28 Line of Duty Funeral Expenses

In the event a bargaining unit member is killed in the line of duty, the County will pay $10,000 toward funeral expenses.

5.29 Professional License/Certification Reimbursement

The parties shall study and evaluate bargaining unit job classifications to determine which job classifications of bargaining unit members the County will reimburse for the fees, tuition and study materials associated with obtaining and maintaining any license/certification, to bargaining unit member's classification specifications or mandated by Federal, State or Local statute. As a condition for receiving reimbursement from the County for any fees, tuition and study materials, the employee agrees to repay a prorated amount of the total reimbursement received if the employee does not remain employed by the County for a one – year period. The employee will not have to repay the reimbursement if the employee dies or the County terminates the individual.

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

ARTICLE 6 – SERVICE INCREMENTS

6.1 Service Increments

(a) A service increment is a 3.5 percent increase in salary that is granted annually, upon approval of a department head, to each employee having merit status who assumes the duties and responsibilities of their position at an acceptable level of competence as determined by the department head and whose work generally meets expectations. A service increment can be granted only to the extent that an employee's salary does not exceed the salary shown on the maximum salary column of his/her assigned pay grade. Service increments are earned by performance of work at an acceptable level of competence. An employee cannot be awarded a service increment automatically or solely on the basis of length of service.

(b) Each merit system employee is eligible to be considered each year for a service increment award to be effective on the assigned increment date.

6.2 Reassignment of Service Increment Date

(a) A new service increment date must be assigned by a department head whenever an employee has had the service increment delayed or the employee's increment date occurs during a period of a within-grade reduction, or the employee has been on authorized leave without pay (excluding leave without pay for military service or professional improvement leave) for a period exceeding 10 work days. An employee who is given merit system status after the probationary period is extended or who is granted an increment after a delay, must have as a newly assigned increment date that date on which merit system status is granted or on which the delayed increment becomes effective. This rule must apply to an employee on a military temporary appointment as applicable. Any increment date reassigned must be approved by the Chief Administrative Officer or designee before it becomes effective.

(b) A department head may reassign an employee's increment date to prevent or resolve pay inequities and for disciplinary or other reasons. In such cases, the same type of procedures and appeal privileges contained in subsection 6.4 of this Agreement must apply. Increment dates may also be reassigned by a department head for reasons deemed to be in the best interest of the County service, when the action would not adversely affect an employee. Any increment date reassigned must be approved by the Chief Administrative Officer or designee before it becomes effective.

6.3 Retention of Assigned Increment Dates

In special circumstances, when it is deemed in the best interest of the County service, a full-time or part-time employee may be permitted by the Chief Administrative Officer or designee to retain an increment date which would otherwise be subject to change as provided in this subsection.

6.4 Notification of Service Increment Delay

Notwithstanding other provisions of this section, in all cases of service increment delay the affected merit system status employee must be notified in writing by the department head of the reasons for the action prior to the effective date, and be informed of the right to file a grievance.

6.5 Effective Dates of Salary Changes

The effective date of a salary change must always be the beginning of a biweekly pay period.

6.6 Service Increment Dates

The increment date of each employee is the date of employment unless the originally assigned increment date has been reassigned under these regulations. The effective date of any pay changes resulting from approved service increment awards is the first day of the pay period in which the employee becomes eligible for the awards.

6.7 Service Increment Delay Resulting from Work Absences

A service increment may be delayed by a department head when an employee is absent from duty (other than annual, compensatory, military, political, parental or holiday leave) for 50 percent or more of the rating period. However, if the absence is due to a service connected injury or illness as determined by the Workers' Compensation laws of Maryland, the increment shall not be delayed if the employee received a satisfactory evaluation in the preceding rating period.

6.8 Effective July 1, **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 All previously postponed service increments will not be paid in **FY 2017.**

ARTICLE 7 – ACCELERATED WITHIN GRADE ADVANCEMENT

7.1 Special Within Grade Advancement

In special or emergency situations a merit system employee filling a position that is assigned to an occupational class or group which may be considered to be in "short supply" may be advanced; provided, that work is being performed at an acceptable level of competence, whenever it can be clearly shown that it is very difficult to attract and retain in the County service qualified and competent persons in such occupational classes or groups. An employee may also be advanced in recognition of an exceptional act or an act of heroism in performing official duties and responsibilities or to resolve a pay inequity.

7.2 Effect of Accelerated Within-Grade Advancement on an Employee's Eligibility for Other Within-Grade Advancements and General Pay Increases

Except as may be specifically provided in this Agreement, an employee's eligibility for normal service increments or general pay raises will not be affected by accelerated within-grade advancement.

ARTICLE 8 – SENIORITY

8.1 (a) Length of service (seniority) for the purpose of this Agreement, excluding purchased credited service under the Employees' Retirement System (Chapter 33, Article III of the Montgomery County Code) shall be calculated based on total

County service, except in cases when breaks in service of 2 or more years occur. In such cases, service prior to the break in service shall not be counted.

(b) In the event that there is a tie between or among 2 or more employees regarding their calculated seniority, the tie will be broken on the basis of the sum of the last 4 digits of each affected employee's social security number, with the employee having the higher sum of the 4 digits being deemed the more senior.

8.2 An employee's seniority shall be terminated and all rights under this Agreement forfeited for the following reasons: discharge for cause, voluntary quit, resignation, or retirement.

8.3 (For SLT Bargaining Unit Employees Only) The filling of vacancies by transfer or promotion will be made from the highest rating category of the eligibility list, based on criteria established by the Employer.

(a) For job classes in the SLT unit on the attached list, if the highest rating category contains two or more employees, selection will be based upon seniority.

(b) For all vacancies to be filled by transfer or promotion other than those specified in subsection (a) above, seniority shall be considered when qualified candidates are otherwise deemed reasonably equal.

(c) If any individual is selected to fill any vacancy in (a) and (b) because of affirmative action, the appointing authority must submit written justification for such action, which then must be approved by the Chief Administrative Officer or designee and made a part of the selection record.

Class Title	Grade	Class Title	Grade
Autobody Repairer Apprentice	11	Plumber II	19
Building Services Inspector	12	Printer Apprentice	09
Carpenter Apprentice	11	Public Services Craftsworker	15
Carpenter II	18	Public Services Worker III	12
Crossing Guard (transfer only)	10	Public Services Worker IV	14
Depot Supply Coordinator	15	Sign Fabricator Apprentice	09
Electrician Apprentice	11	Supply Technician I	10
Electrician II	19	Supply Technician III	13
Equipment Operator I	14	Transit Aide I	08
Equipment Operator II	15	Transit Aide II	12
Equipment Operator III	16	~~Tree Climber Apprentice~~	~~10~~
HVAC Mechanic Apprentice	11	Truck Drv./Whse. Worker Helper	10
HVAC Mechanic II	19	Truck Drv./Whse. Worker Sub. Worker	11
~~Mechanic Apprentice~~	~~11~~	Truck Drv./Whse. Worker	15
~~Mechanic Leader~~	~~18~~	Warehouse Equip. Operator	13
Pavement Marking Leader	16	Work Force Leader I	13
Plumber Apprentice	11		

ARTICLE 9 – WORKING CONDITIONS

9.1 No employee of Montgomery County shall be prohibited from participating in politics or political campaigns.

9.2 No employee shall be obligated to contribute to an election campaign or to render political service.

9.3 Vacancy Announcements

(a) Announcement of employment opportunities must receive appropriate distribution to enable and encourage qualified candidates to apply. Announcements should be open for at least 2 weeks. In unusual circumstances, the Chief Administrative Officer or designee may shorten the 2-week announcement period. Announcements must contain specific information about examinations, minimum qualifications, duties and other relevant job factors. Length of County service (seniority) shall be considered when qualified candidates are otherwise deemed reasonably equal.

(b) The Chief Administrative Officer or designee may establish a reasonable deadline for receipt of application for announced vacancies and provide for open continuous examinations for entry level positions. Applications may be accepted at any time for future consideration when vacancies occur, but must not be considered for a vacancy if submitted after an announced deadline.

9.4 Employees are entitled to a copy of their class specifications upon request, which includes a written list of duties and responsibilities assigned to a position.

9.5 In the event that the Employer creates a job classification that is covered by this Agreement, the Employer agrees to meet and confer with the Union concerning the appropriate wage rate for any such classification. Whenever the Employer decides to include or exclude a position from the bargaining unit pursuant to Section 33-105(b) of the Montgomery County Code and the Union files an objection to the decision with the Labor Relations Administrator, the parties shall hold a pre-hearing conference to attempt to resolve the issue of the bargaining unit status of the position.

9.6 When a class or position is abolished that contains an incumbent unit employee, the employer agrees to ameliorate the effect on the subject employees, pursuant to Article 27.

9.7 In-service training deemed necessary by the Employer to improve skills related to an employee's current position shall be rotated throughout the workforce of the affected departments to assure that every employee eligible is given the opportunity to attend. Such training shall be on County time. The County shall provide to bargaining unit members, during working hours, with no loss of pay, training in the use of the equipment they are assigned to operate.

9.8 Noncompetitive Reappointment

An employee demoted or terminated as a result of a reduction-in-force, disability, or reclassification may be reappointed or promoted noncompetitively, provided such action is approved by the Chief Administrative Officer or designee and:

(a) reappointment or promotion would be to a position at the same or lesser grade level held at the time of separation or demotion;

(b) the individual fully meets the requirements for the subject position;

(c) the individual successfully passes a physical examination, if required, for the position;

(d) the individual had successfully completed the required probationary period prior to separation; and

(e) the individual had applied for reappointment or promotion within 2 years from the date of demotion, separation or retirement.

9.9 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.

(a) "Administrative Review" of reclassification/reallocation actions for bargaining unit positions will be limited to only those positions which have been downgraded.

(b) The incumbent of any bargaining unit position whose position has been downgraded since July 1, 1992, through reclassification or reallocation and whose salary exceeds the maximum for the new pay grade will not have their salary reduced as a result of the downgrade.

(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.

(1) A total of **25** Individual studies will be accepted in June **2016** in preparation for the FY **2017** studies**. Half the funding for the studies shall be requested from the LMRC.**

(2) The threshold for accepting individual position studies consists of the following

(a) The employee must give written explanation of how and why the position's duties and responsibilities have changed and are no longer consistent with the position's current classification assignment; and,

(b) An explanation of where the new duties and responsibilities originated.

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

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

(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 **FY 17** as reflected in the County's Operating or Capital Budget and/or the Department's strategic plan.

(c) Change in duties relates to a global change such as a change in a federal, state, county, or local law and/or County Executive priorities.

(d) Requirements of some of the positions in the class have changed, i.e., certifications, licenses, etc.

(e) Seniority of the employee as denoted in Article 8 of this Agreement.

(d) 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.

(e) 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.

(f) An occupation classification study request will not be reviewable more often than every 36 months from the completion of the most recent study. However, the OHR Director shall determine if an occupational classification study is justified within a period less than 36 months, based upon reorganization or significant restructuring. Denial of study requests shall not be grievable or arbitrable.

(g) OHR will inform the Union of its intent to study an occupational class that is encumbered by union positions, or an individual bargaining unit position, when the request for the study was not initiated by the Union. Prior to a decision to study a class, the Union may request a conference with the OHR Director.

(h) 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:

(1) The Employer and the Union will jointly select an independent classification consultant;

(2) The Employer and the Union will equally share all costs for the independent classification consultant;

(3) The findings and recommendations of the independent classification consultant will be forwarded along with the recommendations of the Office of Human Resources to the Chief Administrative Officer (CAO) and the Union prior to a final classification decision by the CAO.

(i) Subject to Article 2 of the Agreement, individual position classification review requests shall continue to be made and processed pursuant to AP 4-2. Such requests shall not be grievable pursuant to this Agreement.

(j) Each bargaining unit member whose position is reclassified upward, or whose job class is reallocated upward, will have his or her service increment date reassigned to the effective date of the classification decision. Bargaining unit members will be eligible for a future service increment 12 months from the newly reassigned increment date.

(k) If the reassignment of an employee's increment date under Section 9.10 (k) creates any pay inequities affecting other employees, the parties agree that the County will resolve such pay inequities by applying Section 7.1, "Special within grade advancement", of this agreement.

(l) In the event the Employer considers a classification or job evaluation system that is substantially different from a QES system, the parties agree to meet and confer on the issue. Further, the Employer and the Union will negotiate the salary and wage impact of the implementation of such a system upon bargaining unit positions.

(m) The County shall conduct classification reviews of seven (7) job classification studies in **FY 2017**. These classifications shall be jointly determined by the parties.

9.10 Reasonable Accommodation

Bargaining unit employees shall be subject to reasonable accommodation in accordance with policies as provided in Appendix VIII.

9.11 Secondary Employment Requests

(a) If there is no question regarding conflict of interest, a department head shall act upon a request for approval of outside employment within 7 days after the bargaining unit employee submits his/her application.

(b) All other outside employment applications will be acted upon by the department head within a reasonable time after the unit member submits his/her application.

9.12 Training

If changes in technology significantly alter the essential tasks/skills of a job, the County agrees to provide a reasonable amount of training so the incumbent can obtain the requisite skills to continue to hold the position. This training will be conducted at the employee's request.

9.13 Up Close Parking

The employer will make reasonable efforts to accommodate up close parking for any bargaining unit member with a temporary medical condition, including bargaining unit members in the last trimester of pregnancy, in accordance with existing practice.

9.14 Recreation Discounts

All bargaining unit employees will receive a 50% discount on recreation center gym/weight room cards, a 20% discount on a recreation department individual or family pool pass, and a 20% discount on one recreation department class per season. These discounts apply only to bargaining unit employees and not family members with the exception of the family pool pass discount.

9.15 All RFPs pertaining to a unit member's benefits shall be forwarded to the Union at the time of release.

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

9.17 Health Tests

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

ARTICLE 10 – GRIEVANCES

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.

10.2 Definition

A grievance is any complaint by the certified employee organization arising out of a violation or misinterpretation of any provision of the collective bargaining Agreement, including disputes arising over changes in existing work rules and working conditions referenced in Article 31, Maintenance of Standards/Retention of Benefits and Conditions.

All future work rules or practices governing terms and conditions of employment shall be subject to the grievance procedure should the employee or the certified employee organization believe that they are in conflict with any provisions of this Agreement.

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.

10.4 Exclusivity of Forum

This procedure shall be the exclusive forum for the hearing of any grievance and the exclusive remedy for any grievance as defined above.

10.5 Granting of Relief

Relief that is granted at any level of this procedure, as stated in any formal grievance, shall end further processing of the grievance.

10.6 Procedure

(a) A written grievance must be presented to the immediate supervisor, 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.

(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.

(d) If the grievance is not settled at the CAO/grievance meeting, the CAO or designee shall respond in writing to the grievance within forty-five (45) calendar days after the meeting.

10.7 Waiver/Appeal

Failure of the Union to file or appeal a grievance within the specified time limits, unless otherwise waived, in writing, will result in the grievance being considered withdrawn. 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.)

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. Requests 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 be denied by the other party.

10.9 Expedited Review

In disciplinary matters, the Union and the Employer may agree to expedite the grievance directly to arbitration.

10.10 Grievance Preparation Time

Bargaining unit employees shall be released from work for 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

10.11 A unit member must not be subjected to restraint, interference, coercion, discrimination, reprisal, harassment, or retaliation by the Employer in the exercise of his or her rights under this Article. The Union may file a grievance under this Article if it is believed that a bargaining unit employee has been subjected to any of the aforementioned conditions when exercising their rights under this Article.

10.12 Alternative Dispute Resolution Processes

The Union and the Employer share a joint interest in resolving disputes arising from the implementation of discipline and other terms and conditions of employment. In order to minimize these disputes and improve the efficiency of governmental operations, the parties agree to voluntarily utilize the following processes.

(a) Pre-discipline Settlement Conferences

(1) After a statement of charges (includes intent to terminate actions based on unsatisfactory performance) is issued but before the notice of disciplinary action is issued, the parties may voluntarily agree to a pre-disciplinary settlement conference.

(2) Up to 2 standing committees (with alternates) to review proposed discipline may be established.

(3) Committee makeup – 3 members (1 Management rep., 1 OHR rep. and 1 Union rep.)

(4) Participation is voluntary; the Office of Human Resources makes the final decision on whether to participate.

(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 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, Notice of 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.

(7) The settlement conference option will be considered a part of the informal resolution process of the contract grievance procedure, in using this process an employee waives any right to file with MSPB on suspensions, demotions and dismissal actions.

(8) Committee members will not review discipline within their department.

(9) Rules of procedure will be established by the parties.

10.13 Mediation/Facilitation

The Office of Human Resources has an established mediation program. Employees may use this program to resolve employee/supervisory and other work place disputes. At any time, an employee/Union or supervisor may contact the Office of Human Resources to request such services. In such cases involving specific supervisory disputes, the mediator selected will be from the Office of Human Resources. The mediator will maintain the discretion to involve parties appropriate to the dispute. Mediation may be initiated by contacting the Labor and Employee Relations Team in the Office of Human Resources.

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 11 – ARBITRATION

11.1 Eligibility

Any grievance unsettled as a result of a Step 2 response in Article 10 may be referred by either the Union or the Employer to arbitration under this Article. An individual employee may not refer a grievance to arbitration.

11.2 Notice of Arbitration

Upon receipt of the written response in Step 2, Article 10 or upon expiration of the 45- day period referred to in Step 2, either party may invoke arbitration by giving written notice to the other party within 45 calendar days after receipt of the response from the Chief Administrative Officer or designee.

11.3 Arbitration Procedures

1. The arbitrator shall be chosen from a panel composed of persons agreed to by the parties. The arbitrators shall be selected to hear succeeding grievances in rotation in the order their names appear. If the arbitrator slated to hear a grievance cannot hold the hearing within a reasonable time however no later than sixty (60) days from the request unless otherwise mutually agreed to by the parties, the next arbitrator shall be selected.
2. The requesting party shall contact the arbitrator selected and the parties shall agree upon a date for arbitration that is mutually convenient.
3. At the time an arbitrator is notified of his or her selection for an arbitration, the parties shall provide the arbitrator with a copy of the Agreement, the County Collective Bargaining Law, the grievance, and the CAO response to the grievance.
4. The parties shall meet no later than seven (7) calendar days before the date of the scheduled arbitration. At the meeting the parties shall identify the issue(s), develop stipulations, and make a good faith effort to identify joint exhibits.

11.4 Arbitration

1. The arbitrator shall have no authority to amend, add to, or subtract from the provisions of this Agreement. The arbitrator shall make an award as he decides is proper under this Agreement and in consideration of applicable public law he deems relevant. The arbitrator's decision shall be final and binding on all parties. In accordance with the Annotated Code of Maryland, Title 3, Subtitle 2, of the Courts and Judicial Proceedings Article, the Arbitrator shall have the authority to issue subpoenas for any witness either party believes is relevant to their case.
2. Arbitrators are encouraged to set aside the first hour(s) of the scheduled hearing to encourage and assist the parties to resolve the grievance.
3. Each party may make an opening statement not to exceed 20 minutes in length, unless otherwise agreed to by the parties.

11.5 Costs of Arbitration

The costs of arbitration shall be borne equally by the parties, with the exception as described in Article 10.7.

ARTICLE 12 – PROBATIONARY PERIOD FOR NEW APPOINTMENTS AND PROMOTED EMPLOYEES

12.1 Purpose

Each person promoted to a full-time or part-time merit system position must serve a probationary period.

12.2 Length and Effective Date

(a) The probationary period is 6 months for a full-time or part-time employee newly appointed to a merit system position, unless there is a statutory training requirement or an existing practice of a longer duration not to exceed 12 months.

(b) The length of probationary period for a promoted employee shall be 6 months unless there is a statutory training requirement or an existing practice of a longer duration not to exceed 12 months.

(c) The Chief Administrative Officer may extend the probationary period of a newly appointed or promoted employee up to a maximum of 6 months to allow the employee the opportunity to improve.

12.3 Probation on Promotion

(a) The CAO must reassign a merit system employee who has been promoted if the employee's performance in the new position has been inadequate during probation. The CAO must reassign the employee to a position at the same grade as the employee had before the employee was promoted. The CAO must not separate or reduce the grade of another employee to reassign the employee who was promoted.

(b) The department director must give the employee at least 30 calendar days written notice of the employee's removal from the promoted position.

12.4 Appeal of Reassignment

Employees who are reassigned to their former grade during or at the conclusion of the probationary period may appeal such action. An appeal must be filed through the grievance procedure as provided in this Agreement.

ARTICLE 13 – WORK SCHEDULES; ATTENDANCE; HOURS OF WORK

13.1 Work Schedules

The County has the management right to determine the hours when a facility, building, or service shall be in operation or available to County residents, and to determine its staffing needs during those hours of operation. Should the County change the work schedules of bargaining unit members, the County shall provide reasonable advance notice of the scheduling changes to the Union, and upon request, bargain with the Union regarding any bargainable aspects of the implementation of the proposed change. At the time that the County informs the employee of a County initiated change to an employee's schedule, the County will provide the employee and the Union written notice of the reason(s) for the schedule change.

13.2 Work Day and Work Week

(a) The normal work day for full-time County employees is not less than 8 hours or more than 10 hours, except where otherwise agreed under the terms of section 13.5 of this Article, or where agreed upon by the parties. The normal work week for full-time County employees is 40 hours (excluding all meal periods), Sunday through Saturday. Whenever practicable, 2 consecutive days off shall be granted to employees unless work load requirements and/or demonstrated operational need, require otherwise. The County shall provide reasonable advance notice of any change in the days off.

(b) The Chief Administrative Officer or designee may authorize the inclusion of a meal period (not in excess of 30 minutes) for each employee filling a position in an occupational class assigned around-the-clock shift schedules. Meal periods must not be included in any computations to determine the amount of compensation or compensatory leave due an employee for overtime work.

(c) The County recognizes that periodic rest periods are necessary to maintain productivity of employees. Where it is not currently practiced subject to operational and work load needs, employees are entitled to take two 15-minute rest breaks during the work day, in addition to the half-hour meal period. Employees who are regularly assigned to work 12-hour shifts are entitled to one additional 15-minute break.

13.3 Attendance of Employees

Regular and punctual attendance at work is required of all County employees. Specifically, bargaining unit members in the Division of Transit Services will be subject to the Attendance Policy in Appendix XI.

13.4 Disciplinary Action for Noncompliance with Attendance Requirements and Procedures

Employees who fail to observe attendance requirements and procedures for recording and reporting of attendance are subject to whatever disciplinary action their department head or the Chief Administrative Officer deems necessary, which may include a deduction from the employee's pay or accrued annual leave when appropriate. However, the department head or the

Chief Administrative Officer may consider whether discipline is appropriate in situations where the employee of the Union demonstrates that the absence is a result of extraordinary circumstances beyond the control of the employee.

13.5 Flextime

(a) Implementation Standards

Flextime shall be implemented by the Employer in accordance with the following standards:

(1) operational requirements must be met;

(2) service to the public or client population must be maintained or improved;

(3) costs to the County will not be increased;

(4) each office or operation must be covered during the normal period of public service;

(5) flextime will not diminish the ability of the Department to assign responsibility and accountability to individual employees for the provision of County services and the performance of their official duties; and

(6) flextime will not affect the 40-hour work week or the 80-hour pay period for full-time employees.

(b) Exclusions

It is recognized that some operations within the County Government do not lend themselves to flexible work hours. Department heads may exclude organizational units or positions from flextime. Where flextime is allowed, department heads may specify the types of flextime that will be available to employees in accordance with operational requirements, and may exclude employees with bona fide performance or attendance problems. Decisions by department heads to exclude organizational units, positions, or individual employees with performance problems are not grievable or arbitrable under this Agreement.

(c) Employee Requests

In the positions or organizational units where flextime is permitted, requests from employees for any type of change in work schedule or work hours will be considered on the basis of the above standards and the workload of the organizational unit involved. It is recognized that when requests from employees for changes in work hours or schedules have already been granted, this may preclude the granting of subsequent requests from other employees. If a supervisor grants a request for a change in work hours to one employee and denies the request of a similarly situated employee in the same grade and class, the denial may be grieved under Article l0 of this Agreement based on a claim that the denial is arbitrary or capricious. Upon request, a supervisor shall provide a written explanation as to why a request for flextime has been denied.

(d) Compressed Work Week

Bargaining unit employees shall be eligible to participate in the County's compressed work week program adopted by the Chief Administrative Officer on December 17, 1992. In the event that the Employer considers discontinuing the compressed work week for a work unit, the Union will be noticed 30 days prior to a final decision for the purpose of commenting or discussing such a change.

(e) Alteration of the Workday for FLSA Non-Exempt Employees

Non-exempt employees may request an alteration of the workday in lieu of overtime compensation. In such cases, an employee may, upon approval by the supervisor, reduce a workday in consideration of time worked in an overtime situation. Time worked is to be exchanged on an hour-for-hour basis. Exchanges between days must be done within the same workweek.

(f) Alteration of the Workday or Workweek for FLSA Exempt Employees below Grade 25

Exempt employees below Grade 25 may request an alteration of the workday or workweek in lieu of overtime compensation. In such cases, an employee may, upon approval by the supervisor, reduce the workday or workweek in consideration of time worked in an overtime situation. Time worked is to be exchanged on an hour-for-hour basis. Exchanges between weeks must be done within the same pay period (time sheet).

(g) Alternate Work Schedule for Religious Observance.

An employee may, with the approval of the employee’s supervisor, work an alternate work schedule for religious observance.

(1) A non-exempt employee who is absent from work for religious observance must work additional hours during the same workweek to equal the amount of time taken off for religious reasons.

(2) An exempt employee may work additional hours for compensatory time in order to use the earned compensatory time to cover work absences for religious observance. The compensatory time must be earned during the 4 pay periods (may be modified to 8) before the absence for religious observance.

(3) An exempt employee below grade 25 must earn compensatory time for this purpose at the employee's regular (straight time) salary rate.

(4) An exempt employee at grade 25 or above will begin to earn compensatory time for this purpose after 40 hours in a pay status or immediately after completing the normal workweek.

(h) Dependent Care

Whenever practicable, flexible scheduling and job swaps (limited to individual occurrences) shall be available for parents with dependent care responsibilities, subject to the approval of management. Decisions by the Employer concerning flexible scheduling and job swaps shall not be grievable or arbitrable.

ARTICLE 14 – ANNUAL LEAVE

14.1 Definition

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

14.2 Eligibility

All full-time and part-time employees are eligible to earn annual leave. A temporary employee, who subsequently becomes a full-time or part-time employee without a break in service, must be credited on a prorated basis, not more than 60 hours of annual leave retroactive to date hired as a temporary employee.

14.3 Leave Year

The leave year begins with the first full payroll period of a calendar year and ends with the payroll period in which December 31st falls.

14.4 Accrual Rates

Full-time employees with less than 3 years of County service earn annual leave at the rate of 120 hours per leave year. Full-time employees with 3 years, but less than 15 years of County service, earn annual leave at the rate of 160 hours per leave year. Full-time employees with 15 years or more of County service earn annual leave at the rate of 208 hours per leave year. Part-time employees earn a pro rata amount of annual leave based on a schedule established by the Chief Administrative Officer.

A part-time employee earns a pro rata amount of annual leave as follows: number of hours in pay status times .0576 for the first 3 years of County employment; number of hours in pay status times .0769 for years 4 through 14; and number of hours in pay status times .10 for 15 years or more of County employment.

14.5 Changes in Accrual Rates

Annual leave accrual rate changes are effective the first day of the leave accounting period in which the employee completes 3 years or 15 years of County service.

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 shall approve or deny annual leave requests within five (5) business days from receipt thereof.

14.7 Vacation Scheduling

The County will schedule vacation days of employees, provided however that employee timely vacation preferences will be honored on a seniority basis when the County determines that services and operating efficiency are not substantially impaired.

14.8 Maximum Accumulation

Maximum accumulation amounts apply only to the amount of annual leave that may be carried over from one leave year to the next, and do not limit accumulated leave balances during the leave year.

(a) An employee who began work on or before December 31, 1956, may accumulate annual leave up to a maximum of 560 hours provided the employee has been continuously employed since that date. An employee who began work on or before December 31, 1956, who subsequently has used accumulated leave in excess of 320 hours for the purposes of purchasing retirement service credits may only accumulate annual leave up to a maximum of 320 hours.

(b) An employee hired on or after January 1, 1957, but prior to July 1, 1972, may accumulate annual leave up to a maximum of 320 hours.

(c) An employee hired on or after July 1, 1972, may accumulate annual leave up to a maximum of 240 hours.

14.9 Transfer of Annual Leave in Excess of Maximum Allowable Accumulation to Sick Leave

All accumulated leave in excess of the authorized maximum is forfeited at the end of the leave year. All annual leave forfeited at the end of a leave year for being in excess of an employee's maximum allowable accumulation must be credited to that employee's accumulated sick leave. In addition, subject to budget limitations, an employee may elect to be paid for up to 50 percent of the excess leave and transfer the remaining excess leave to the employee's accumulated sick leave. However, if the Employer has denied an employee the opportunity to use leave in excess of the maximum allowable accumulation during that leave year, that amount may be carried over for a period of one year, even if in excess of the maximum allowable accumulation but must be forfeited to sick leave if not used during that period.

14.10 Disposition of Accumulated Annual Leave at Separation from County Service

Upon leaving the County service, an employee must receive a lump-sum payment, at the employee's current rate of pay, for the total accrued annual leave as of the date of separation, less any indebtedness to the County Government. In the event of an employee's death, the employee's estate or designated beneficiary or beneficiaries, if permissible by law, must be paid for all accrued annual leave. The designated beneficiary must be as specified by the employee or as designated under the Employees' Retirement System of Montgomery County, if not named specifically.

14.11 Reservation Costs

Non-reimbursed reservation costs incurred by an employee caused by the rescheduling of the employee's approved vacation by the Employer will be reimbursed by the employee's department, provided the employee makes a good faith effort to recover the costs and fails. Upon submission of a receipt, the employee shall be reimbursed up to $75.00 for his/her ticket and $75.00 for each ticket purchased for any immediate family members for the fee charged by the airline to change the reservation on a non-refundable ticket.

14.12 Use of Annual Leave for Family and Medical Leave Act Purposes

Employees must be allowed to use accrued annual leave for any Family and Medical Leave Act purpose in accordance with Article 45 of this Agreement.

14.14 Annual Leave Transfers

For the term of this Agreement, unit members who are married to another County employee will be allowed to transfer annual leave to their spouse, with the permission of their spouse, for childcare purposes (for care of dependent children under the age of 13 or older dependent children with medically certified disabilities). Annual leave transfers are permitted in increments of not less than 40 hours (parts of a full hour of leave cannot be transferred). Requests to transfer leave must be made on a form mutually agreed upon by the Employer and the Union.

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

15.1 Definition

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

(b) An employee may also use sick leave for an illness; injury; medical quarantine; medical, dental, or optical examinations and treatments to immediate family; and for the purpose of attending to immediate family at the time of birth or adoption of a child, provided the time is not used for a period more than the amount of sick leave earned in any calendar year, except an employee may request a waiver of this limitation from the Chief Administrative Officer or designee.

(c) Parents of a newborn or newly adopted child may use a sick leave amount in excess of that which is earned in any calendar year when such leave is taken in connection with parental leave as provided in Article 18 of this Agreement.

(d) Immediate family is defined in this Article as parent, stepparent, spouse, domestic partner (same or opposite sex), brother or sister, child or stepchild, spouse's or domestic partner's parent, grandparent, or legal guardian. In addition, the Chief Administrative Officer may approve the designation as "immediate family" of an individual residing within the employee's household who is related by blood or affinity and whose close association with the employee is the equivalent of a family relationship.

15.2 Eligibility

Full-time and part-time employees earn sick leave. A temporary employee, who becomes a full-time or part-time employee without a break in service, must be credited on a prorated basis, not more than 60 hours sick leave retroactive to date hired as a temporary employee.

15.3 Leave Year

The leave year begins with the first full payroll of a calendar year and ends with the payroll period in which December 31 falls.

15.4 Accrual Rates

A full-time employee earns 120 hours of sick leave per leave year. A part-time employee earns a pro rata amount of sick leave based on a schedule established by the Chief Administrative Officer on June 15, 1974. The schedule states that the following formula shall be used in calculating sick leave for part-time employees: Number of hours worked multiplied by the value .0576.

15.5 Maximum Allowable Accumulation

Sick leave may be accumulated without limit.

15.6 Use of Sick Leave

(a) Accrued sick leave may be used for the reasons stated in Section 15.1 of this Agreement, if approved by an employee's supervisor, in accordance with established procedures.

(b) Sick Leave Restriction - whenever employees are placed upon sick leave restriction, notice shall be given in writing to the employee. Employees shall be given the opportunity to respond to the notice.

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

d) Supervisors may require medical certification from a licensed physician in the event an employee's absence is in excess of 5 consecutive work days. This is to include absences for family sick leave.

(e) Supervisors may require an employee to provide medical certification from 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.

15.7 Sick Leave Donor Program

The Sick Leave Donor Program allows bargaining unit employees who have achieved merit system status to give additional sick leave to eligible bargaining unit employees who have exhausted all types of accrued leave.

(a) Approval of sick leave donations; employee eligibility to receive sick leave donations

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

(A) has completed their probationary period and achieved bargaining unit status;

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

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

(C) has requested leave;

(D) has used all accrued annual leave, sick leave, personal leave, and compensatory time; and

(E) has submitted the following to the department head or designee (or another has submitted the following on the employee's behalf);

(i) a Sick Leave Donor Program Authorization Form, with the appropriate portions completed;

(ii) a completed Sick Leave Donation Form that lists the names of the employees who are willing to donate sick leave and the amount of leave to be donated by each; and

(iii) a completed Medical Certification Form for Sick Leave or a written statement from the employee's health care provider stating:

(a) that the employee cannot perform the essential functions of the employee's position because of the employee's serious health condition, complications of pregnancy or childbirth, or recovery from childbirth; and

(b) the estimated date when the employee will be able to return to work; or

(iv) (a) a written statement from the employee's spouse or child's health care provider stating the employee is the primary caretaker for the employee's spouse or child who has a serious health condition, complications of pregnancy or childbirth, or recovery from childbirth; and

(b) the estimated date when the employee will be able to return to work.

(2) In extenuating circumstances, the department head, or designee, may submit a written request to the OHR Director to waive the 7-day waiting period for an employee or the requirement that an employee has completed their probationary period and achieved bargaining unit status. Extenuating circumstances may include an employee who:

(A) used all the employee's leave for the employee's or a family member's serious health condition; or

(B) is part-time instead of full-time because of a serious illness or injury that required long-term treatment, if the serious illness or injury later prevents the employee from performing any work.

(3) In a leave year, a department head or designee may approve up to 1040 hours of donated leave for a full-time employee and a prorated amount of donated leave for a part-time employee.

(4) A department head, or designee, must not approve a leave donation for an employee who:

(A) resigns or is separated from County employment;

(B) is suspended, during the period of suspension; or

(C) is taking a leave of absence that is unrelated to an extended illness or injury.

(5) A department head, or designee, must not approve a leave donation for an employee who is eligible for, or is currently receiving, disability leave or another benefit under a County or State program that provides full income maintenance payments for illness or injury. However, if the benefit from the County or State program is for medical expenses and not compensation for lost wages, the supervisor may approve a sick leave donation for the employee.

(b) Employee Eligibility to Donate Sick Leave

(1) (A) A full-time employee donor must keep a balance of at least 80 hours of sick leave after donating sick leave.

(B) A part-time employee donor who regularly works 40 or more hours per pay period must keep a balance of at least 40 hours of sick leave after donating leave.

(C) A part-time employee donor who regularly works less than 40 hours per pay period must maintain a pro-rated amount of unused sick leave.

(D) An employee may also donate annual leave in a minimum amount of eight (8) hours.

(2) An employee must not donate sick leave after giving oral or written notice of retirement or resignation or after receiving written notice of separation from County employment.

(3) Bargaining unit members who work with uniform service members covered by the FOP or the IAFF may receive from and donate sick leave to these employees, subject to contractual agreement by the FOP and the IAFF in their respective collective bargaining agreements.

15.8 Disposition of Accumulated Sick Leave at Separation from County Service

Accumulated sick leave must be forfeited upon separation for any purpose other than retirement. Accumulated sick leave is creditable for retirement purposes as provided in the Employees' Retirement System of Montgomery County.

15.9 Lump Sum Death Benefit

In the event of an employee's death, the designated beneficiary, beneficiaries or estate, if permissible by law, must receive a lump sum payment for accrued sick leave at the current pay rate, as follows:

(a) if the death is the result of a non service-connected accident or illness - 50 percent of the total value; and

(b) if the death is the result of a service-connected accident or illness - 100 percent of the total value.

The designated beneficiary must be specified by the employee or as designated under the Employees' Retirement System of Montgomery County if not named specifically.

15.10 Reinstatement of Accumulated Sick Leave

Employees who return to County service within 2 years must be recredited the accumulated sick leave forfeited at the time of separation.

15.11 Use of Sick Leave for Family and Medical Leave Act Purposes

Employees must be allowed to use accrued sick leave for the following Family and Medical Leave Act purposes in accordance with Article 45 of this Agreement:

(a) to care for the employee's newborn or newly adopted child, provided that the leave qualifies as parental leave under Article 18 of this Agreement;

(b) to care for the employee's newborn or newly adopted child, if the leave does not qualify as parental leave under Article 18 of this Agreement, subject to the limitations on family sick leave in Section 15.1 of this Article;

(c) to obtain prenatal care for the employee;

(d) to care for, or arrange care for, any of the following with a serious health condition: the employee's spouse, a minor child, adult son or daughter incapable of self care, or parent, subject to the limitations on family sick leave in Section 15.1 of this Article; and

(e) because of the employee's serious health condition that makes the employee unable to perform the functions of the employee's position.

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

16.1 Definition

Leave without pay is an approved absence during which time the employee is in a non-pay status.

16.2 Eligibility

Leave without pay is a privilege that may be granted to an employee at the discretion of the Chief Administrative Officer or other designated official. However, an employee must be allowed to use leave without pay for FMLA purposes in accordance with Article 45 of this Agreement.

16.3 Authorization for Leave Without Pay

The Department Director may approve leave without pay at the request of an employee or place an employee on leave without pay.

16.4 Request for Leave Without Pay

(a) Application for leave without pay must:

(1) be submitted in writing in advance; and

(2) show the employee's reason for requesting the leave.

(b) In emergency situations, leave without pay may be granted by the Chief Administrative Officer or other designated official without prior application.

16.5 Approval of Leave Without Pay Request

(a) The Department Director must approve leave without pay for an eligible employee if the requested leave is:

(1) FMLA leave;

(2) parental leave;

(3) military leave; or

(4) political leave.

(b) The Department Director may approve an employee's request to use leave without pay for another purpose after considering the employee's reason for requesting leave without pay and how the employee's absence will affect the department's work. Requests for leave without pay shall not be unreasonably denied.

16.6 Limitation

(a) The Department Director may approve leave without pay for an employee for one year or less.

(b) If an employee has used more than 12 consecutive months of leave without pay, the Department Director may:

(1) terminate the employee's employment; or

(2) take another action consistent with State or Federal law such as the ADA, FMLA, or USERRA.

(c) If the Department Director approves more than 90 consecutive calendar days of leave without pay for an employee, the Department Director may require the employee to waive the right to be reinstated to the employee's position after the leave without pay ends unless the leave without pay is:

(1) FMLA leave;

(2) parental leave;

(3) military leave; or

(4) political leave approved for an employee who is a member of the General Assembly.

(d) If an employee waives the right to be reinstated to the employee's position:

(1) the employee remains an employee during the period of leave without pay and may apply for other positions, but the County is not obligated to appoint the employee to another position;

(2) the Department Director may fill the employee's position as soon as the period of leave without pay starts; and

(3) the Department Director must terminate the employment of the employee after the leave without pay ends unless the employee resigns or is appointed to another position.

16.7 Effect on Other Actions

(a) If an employee is granted leave without pay for a period in excess of 4 consecutive weeks, the date the employee would have been eligible for merit system status or a higher leave accrual rate must be deferred and reassigned to a later date.

(b) The length of time the date is deferred must be equal to the period of time the employee was on approved leave without pay.

(c) The increment date is reassigned for any period equal to leave without pay taken when the period of leave without pay exceeds 10 work days.

(d) Under the Montgomery County Employees' Retirement System, service credit for retirement purposes will be affected by periods of leave without pay. Employees should consult the Employee Benefits Team, Office of Human Resources for guidance.

(e) Coverage of health insurance and payment of premiums may be impacted by leave without pay. Employees should consult the Employee Benefits Team, Office of Human Resources for guidance.

(f) Salary reduction taken under the Dependent Care Assistance Program may be impacted by periods of leave without pay. Employees should consult the Employee Benefits Team, Office of Human Resources for guidance.

(g) If an employee is suspended, the Department Director must treat the period of suspension the same as a period of leave without pay for the purpose of the employee's benefits, except that the Department Director must reassign an employee's service increment date if it occurs during a suspension for a period exceeding 10 working days.

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.

16.9 Political Leave

(a) The Department Director must grant leave without pay to an employee who is a member of the Maryland General Assembly as required by Section 2-105 of the State Government Article of the Maryland Code.

(b) An employee may request leave without pay to campaign for political office and to perform the duties of the elected position. The employee's supervisor may approve the requested leave without pay on the same basis as requests for leave without pay for other reasons.

(c) If an employee who is a member of the Maryland General Assembly uses leave without pay as political leave while the General Assembly is in session, the Department Director must:

(1) ensure that the employee continues to accrue annual and sick leave;

(2) not delay the employee's eligibility for a higher annual leave accrual rate;

(3) not reassign the employee's service increment date; and

(4) preserve the employee's position for the duration of the legislative session.

16.10 Absent Without Official Leave

An employee who fails to report for duty as scheduled or who leaves the work site prior to the end of the scheduled work day without the approval of a supervisor, will be:

(a) considered absent without leave;

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

(c) subject to appropriate disciplinary action or termination.

16.11 Placing an Employee on Leave Without Pay

The Department Director may place an employee on leave without pay if the employee is unable to perform the essential functions of the employee's position due to a medical condition and light duty or reasonable accommodation opportunities have been exhausted or are not available.

ARTICLE 17 – DISABILITY LEAVE

17.1 Definition

Disability leave is paid leave granted to an employee who is temporarily disabled as the result of an accidental injury or illness sustained directly in the performance of the employee's work, as provided for in the Workers' Compensation law of the State of Maryland.

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 full salary continuation in the form of disability leave 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. 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.

(b) An employee must promptly refund to the County a disability payment to which the employee was not entitled. If the employee does not refund the payment to the County, the employee will be subject to the provisions of Article 5, Section 5.19, Employee Overpayments.

(c) Employees will not work their secondary employment while on disability leave as prescribed by the Worker's Compensation Law.

17.3 Injury on the Job

When a bargaining unit member is physically incapacitated due to a service- connected injury/illness, the employee shall immediately be placed on administrative leave until a determination concerning eligibility for compensation has been made by the Division of Risk Management, Department of Finance. If the disability status is denied by the Division of Risk Management, the employee's pay or leave balance shall be adjusted.

17.4 Managed Care for Job-related Injury/Illness

Bargaining Unit employees incurring a job related injury/illness may obtain medical care through a managed care program provided by the Employer. This program will have the following components:

(a) employees will be permitted to select a doctor for treatment from a network of physicians;

(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.

(c) employees will receive initial care from a network physician at no cost, even if the claim is ultimately denied;

(d) the managed care provider will coordinate benefits with group health provider to avoid confusion and duplication of filings; and

(e) the managed care provider will perform utilization review of treatment.

(f) Bidding for managed care provider - the Union shall participate to the full extent allowed by law, rule, and regulation in the entire bidding process. Participation shall include, but not be limited to, consultation and provision of information.

17.5 First Report of Injury

Management shall advise employees in writing that the first report of injury does not constitute the filing of a Worker's Comp. claim and that the bargaining unit member has the right to union representation.

ARTICLE 18 – PARENTAL LEAVE

18.1 Grants of Parental Leave

A merit system employee must be allowed to use any combination of sick, annual, or compensatory leave and leave without pay during any 24-month period to care for:

(a) a newborn child of the employee; or

(b) a newly adopted child of the employee.

18.2 Amount of Parental Leave

(a) A full-time employee may use up to 720 hours of parental leave during a 24-month period.

(b) A part-time employee who works less than 40 regularly scheduled hours per week is entitled to use a prorated amount of parental leave based upon the 720 hours applicable to full-time employees.

18.3 Use of Parental Leave

All leave taken under this section:

(a) Must begin within 12 months of the birth of the child or placement with the employee for adoption;

(b) If the employee does not use the entire amount within the 12-month period following the birth or placement of the child, the balance will remain available to the employee and may be used for a subsequent birth or adoption within the original 24-month period.

(c) At the election of the employee, may be used on a continuing basis;

(d) With the approval of the supervisor, may be used:

(1) under a method involving a reduced workday or workweek,

(2) on an intermittent basis, or

(3) any combination thereof;

(e) May be in addition to any other leave taken under this Agreement; and

(f) Is subject to a 30-day advance notice requirement.

(g) The use of parental leave under this article for a Family and Medical Leave Act (FMLA) purpose will be considered to be FMLA leave and count towards the FMLA entitlement of 12 weeks of leave in a leave year. However, compensatory time used as parental leave cannot be counted as FMLA leave.

(h) An employee who has exhausted the parental leave provided under this section may still be entitled to use up to 12 weeks of FMLA leave in a leave year in accordance with Article 45 of this Agreement.

18.4 Relation to Other Benefits

(a) A merit system employee who uses leave without pay under this section will retain all health and life insurance benefits for the entire period.

(b) After the employee returns from parental leave, the employee must repay the County for the employee's share of the cost of the insurance if the employee did not pay for insurance during the LWOP.

18.5 Limitations on Sick Leave Usage

(a) Any use of sick leave for either medical reasons or for the purpose of attending to the immediate family at the time of birth or adoption of a child must be deducted from the 720 hours authorized by Section 18.1.

(b) Sick leave donations may not be used to cover absences occurring under this section.

18.6 Increment Date Not to be Reassigned

An increment date shall not be reassigned as the result of leave without pay taken for the purpose of parental leave.

ARTICLE 19 – ADMINISTRATIVE LEAVE

19.1 Approval Authority

Administrative leave is paid leave the Chief Administrative Officer or designee may grant to:

(a) an employee or groups of employees in cases of:

(1) general or public emergency, or

(2) an unhealthy or dangerous situation in a County facility;

(b) an employee who is relieved of duties pending:

(1) an investigation of incidents or charges,

(2) removal, or

(3) a determination as to fitness for continued duty;

(c) an employee for attendance at officially approved meetings or conferences;

(d) an employee who is subpoenaed as a witness in a civil or criminal case, to appear in administrative proceedings before an administrative body, or is to serve on a jury; (Note: See Section 19.2 of this Article)

(e) an employee under other circumstances as the Chief Administrative Officer determines necessary and in the best interest of the County government;

(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.

(g) A full-time or part-time merit system employee who is a member of a reserve component of the Armed Forces of the United States for training purposes not to exceed 15 days annually in accordance with State law.

(1) Application for administrative leave for military training should be made immediately upon receipt of orders for active duty for training.

(2) Waiver of the 15-day limitation when 2 annual training periods are scheduled in one calendar year is permissible.

(3) Department heads will alter the regularly scheduled work week of an employee who must report for reserve duty one weekend per month but who is regularly scheduled to work on weekends, provided that the employee gives the department head at least 21 days notice of weekend reserve duty.

(h) There shall be established an Administrative Leave Bank of 700 hours per year for use by SLT Unit Council representatives and 1300 hours per year for use by OPT Unit Council representatives as defined in this Agreement. Any leave used under this procedure shall be recorded and charged in accordance with procedures agreed upon by the parties. Leave not used in any year shall not be carried over to the next year.

(i) A full-time or part-time bargaining unit employee may be granted professional improvement leave with full or part pay, or without pay, for courses of study that are work-related. Professional improvement leave may also be granted to an employee for the purpose of attending work-related conferences.

(j) An employee to donate blood and return to the work site, up to a maximum of 3 hours.

(k) Employees assigned to the MCPS Print Shop shall be granted administrative leave whenever the MCPS' print shop is closed. Holidays when Montgomery County Government is closed, and MCPS is open, employees assigned to MCPS' Print Shop shall report to work as a regular work day at their normal rate of pay.

(l) Bargaining unit employees who are registered voters and whose work schedules are such that they do not have two hours of continuous off-duty time to vote during the time the polls are open shall be given administrative leave for a period not to exceed 2 hours on election day in order to cast a ballot in state, county, and federal primary and general elections. Employees who utilize this provision must furnish proof that they voted or attempted to vote.

(m) Union Votes: Bargaining unit members shall be granted up to two (2) hours of Administrative Leave to attend a contract ratification meeting.

19.2 Administrative leave shall not be paid to an employee who is the plaintiff or defendant in a civil case that is unrelated to the employee's official duties.

ARTICLE 20 – HOLIDAY LEAVE

20.1 Holiday leave is paid leave granted to each eligible employee on a full-day or part-day holiday.

20.2 Holidays

(a)	New Year's Day	January 1
(b)	Martin Luther King, Jr. Day	Third Monday in January
(c)	President's Day	Third Monday in February
(d)	Memorial Day	Last Monday in May
(e)	Independence Day	July 4
(f)	Labor Day	First Monday in September
(g)	Veterans Day	November 11
(h)	Thanksgiving Day	Fourth Thursday in November
(i)	Christmas Day	December 25
(j)	Special Holidays	Other days designated by action of the Chief Administrative Officer as a full-day or part-day holiday or as a non-work day. Religious holidays must not be designated as special holidays as approved absences on these days may be obtained through annual leave or alternative work schedules.
(k)	Substitute Holidays	Other days designated by the Chief Administrative Officer or as specifically provided in these regulations as a full-day or part-day holiday or as a non-work day.
(l)	Special Substitute Holidays	Other days designated by action of the Chief Administrative Officer for categories of County employees providing County services to other County agencies.

20.3 Substitute Holidays

(a) When a holiday falls on a Sunday, the following Monday is a substitute holiday and observed as a holiday for that year for each eligible employee.

(b) When a holiday falls on a Saturday, the preceding Friday is a substitute holiday and observed as a holiday for that year for each eligible employee.

(c) The Chief Administrative Officer or designee may require some or all employees of an agency which provides services on Saturday or Sunday to observe the actual holiday in lieu of a substitute holiday on the preceding Friday or following Monday.

(d) When a holiday falls on an eligible employee's regular day off, a department head or designee should assign the employee an alternate day off within the same pay period in which the holiday occurs.

(1) The alternate day off for a part-time employee must be on a prorated basis.

(2) In lieu of the alternate day off, the employee must be credited with an equivalent amount of compensatory leave and must be scheduled to use the compensatory leave as soon as possible.

(3) Instead of an alternative day off or compensatory leave, a department head may subject to budget limitations, offer the employee pay at the employee's regular hourly rate.

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

20.4 Employees Eligible for Holiday Leave and Special Substitute Holiday

(a) Each full-time and part-time employee normally scheduled to work on a holiday is eligible to be granted paid holiday leave.

(b) School-based employees working a 10-month schedule are eligible for those holidays falling within that l0-month period, provided the employees are in pay status the last regularly scheduled work day before, and the first regularly scheduled work day after, the holiday.

(c) An eligible employee on paid authorized leave during a period in which a holiday falls will be considered on holiday leave for that day.

(d) Holiday leave and compensation for part-time employees must be computed on a prorated basis.

(e) The Chief Administrative Officer may authorize a merit system employee assigned to provide County services to another County or bi-County Agency to work on a County holiday not observed by such Agency and to be off from work on an Agency's holiday not observed by the County Government.

20.5 Employees Not Eligible for Holiday Leave

(a) An employee on non-pay status on both the employee's last regular work day before and the first regular work day after a holiday or an employee who is absent without leave on either/or both days mentioned above, will not be eligible for paid holiday leave for that holiday.

(b) School based employees working a l0-month schedule are not eligible for those holidays falling outside the l0-month period.

20.6 Holiday Leave and Premium Pay

(a) As far as practicable, each employee will be released from attendance on duty on a holiday and eligible employees must receive regular pay for the holiday.

(b) As necessary County services must be maintained, an employee may be required to work by a department head or designee on any day designated as a holiday.

(1) The Chief Administrative Officer will determine which County services must be maintained on a full or partial basis; and

(2) The department head or designee must determine which employees must work and which employees will be off duty when employees' work schedules are subject to a 7-day operation. Other employees qualified to perform the work shall have the work assigned on a rotating basis from among those who wish to work as long as the assignment does not result in the payment of triple time (holiday work performed on the employee's regular day off). If there are not enough qualified volunteers, employees shall be assigned in reverse order of seniority.

20.7 Premium Pay for Holiday Work

(a) A full-time employee who is required to work on a holiday must receive:

(1) regular pay for the hours scheduled to be worked on the normal work day 8 or 10 hours, as applicable;

(2) premium pay at a rate of 1½ times the regular hourly rate for each hour worked for the normal work day on which the holiday occurs; and

(3) overtime compensation for each hour worked in excess of the normal work day of 8 or 10 hours, as applicable.

(b) A part-time employee who is required to work on a holiday must receive:

(1) regular pay for the prorated share of the hours scheduled to be worked on the normal work day;

(2) premium pay at a rate of 1½ times the regular rate of pay for the prorated share of hours worked on the holiday; and

(3) overtime compensation for each hour worked in excess of the normal work day of 8 or ten 10 hours, as applicable.

(c) In order to receive premium pay for work on a holiday, an employee must have worked his/her last scheduled workday before and after the holiday.

20.8 Premium Pay for Holiday Work on an Employee's Regular Day Off

(a) A full-time employee who is required to work on a holiday which is the employee's regular day off, must receive:

(1) regular pay for the hours scheduled to be worked in the normal work day of 8 or 10 hours, as applicable, or a substitute holiday scheduled within the same pay period in which the holiday occurs;

(2) premium pay at a rate of double the regular hourly rate for each hour worked for the normal work day on which the holiday occurs; and

(3) overtime compensation for each hour worked in excess of the normal work day of 8 or 10 hours, as applicable.

(b) A part-time employee who is required to work on a holiday which is the employee's regular day off, must receive:

(1) regular pay for the prorated share of hours scheduled to be worked for the normal work day;

(2) premium pay at a rate double the regular hourly rate for the prorated share of hours worked on the holiday; and

(3) overtime compensation for each hour worked in excess of the normal work day of 8 or ten 10 hours, as applicable.

(c) In the event that a department head or designee determines that it does not serve the interests of the government to be off on the substitute holiday, the employee shall receive an equivalent amount of compensatory leave in lieu of the substitute holiday.

20.9 Premium Pay for Work on Actual and Substitute Holidays

(a) A full-time employee who works both the actual and substitute holiday must receive:

(1) regular pay for hours scheduled to be worked in the normal work day on which the actual or substitute holiday occurs of 8 or 10 hours, as applicable;

(2) premium pay at the rate of 1½ times the regular rate of pay for each hour worked for the normal work day of 8 or 10 hours, as applicable on either the actual or substitute holiday, but not for both days; and

(3) overtime compensation for each hour worked in excess of the normal work day on which the holiday or substitute holiday occurs of 8 or 10 hours, as applicable.

(b) A part-time employee who works the actual or substitute holiday must receive:

(1) regular pay for the prorated share of hours worked on the holiday or substitute holiday;

(2) premium pay at a rate of 1½ times the regular rate of pay for the prorated share of hours worked on either the actual or substitute holiday, but not for both days; and

(3) overtime compensation for each hour worked in excess of the normal work day of 8 or 10 hours, as applicable on which the holiday or substitute holiday occurs.

20.10 Compensatory Leave Credits in Lieu of Premium Pay for Holiday Work

Whenever budgetary limitations preclude the payment of premium pay for holiday work, the employee must be credited with:

(a) 1½ hours of compensatory leave for each hour of holiday work on the employee's regular work day; and,

(b) 2 hours of compensatory leave (double time) for each hour of holiday work on the employee's regular day off.

20.11 Basis for Computing Prorated Hours in Determining Pay and Leave Credits on a Holiday

A part-time employee must receive leave or compensation in connection with a holiday based upon a prorated share of the hours the employee is scheduled to work during the pay period in which the holiday falls in accordance with the following formula:

$$\frac{\text{Hours normally scheduled to work in the pay period in which the holiday falls}}{10} = \text{Prorated Hours}$$

20.12 Personal Leave and Compensation

(a) At the beginning of each leave year employees will receive three personal leave days. Personal leave must be used in the leave year which it is granted and cannot be carried over to the next leave year. Employees desiring to use their personal leave days on holidays recognized previous to this Agreement may do so subject to operational needs, such as knowledge, skills and abilities, as determined by the Employer. Requests to use personal leave days will need to be scheduled and authorized in the same manner as annual leave is scheduled. The personal leave benefit will be pro-rated for part-time employees consistent with Article 20.11.

(b) Employees in positions that require 24-hour shift coverage or in Transit Services are eligible to receive one personal leave day, but will also receive at the beginning of each leave year compensatory time as follows:

(1) for employees whose regular work day is 8 hours shall receive 22 hours of compensatory time;

(2) for employees whose regular work day is 9 hours shall receive 24 hours of compensatory time; and

(3) for employees whose regular work day is 10 hours shall receive 26 hours of compensatory time.

(4) for an employee whose regular work day is 12 hours shall receive 30 hours of compensatory time.

(5) At the end of the leave year such employees may receive payment for any compensatory leave balance up to the amount they were credited under (b)(1)-(3) above. In order to receive payment an eligible employee must advise the County in writing of their desire to be paid off for such compensatory time by February 15th for the previous leave year.

The compensatory time will be pro-rated for part-time employees consistent with Article 20.11.

20.13 Should a day designated herein as a holiday occur while an bargaining unit member is on sick leave, that day shall be observed as a holiday and shall not be charged against sick leave for pay purposes.

ARTICLE 21 – BENEFITS

21.1 Optical Benefits

The Employer will change the frequency for services for exams and lenses to every 12 months.

21.2 Health Benefits

(a) Effective January 1, 1995, the County will alter the basis for determining its contribution with respect to each separate medical and hospitalization plan, calculated separately for employee, employee +1**,** and family coverage, to 80 percent of the premium charged for an HMO or, in the case of self-insured plans, 80 percent of the projected premium rate for the calendar year in which the rates are to be effective. The rates for each self-insured plan shall be calculated using standard actuarial principles with separate medical trends as determined by the Employer's actuary, which reflect plan design. The Union shall be provided with information (including but not limited to all actuarial and consultant reports) enabling it to review the premium determinations. In all other respects the level of benefits and services provided in the comprehensive health benefit program shall remain unchanged except as provided below. [1]

(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

1 Per action taken on May 26, 2011, the County Council did not approve full funding for this provision. On that date, the Council adopted a different cost-sharing arrangement for bargaining unit employees, to become effective on January 1, 2012. See Appendix XXI.

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]

(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.**

(c) 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 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.

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.

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.

(d) Three health maintenance organizations (HMOs) will be open to employees hired before July 1, 1993, two for employees hired on or after July 1, 1993.

(e) For employees enrolled in the current POS medical plan and who reside outside the service area as defined by the current POS medical plan, a schedule of benefits comparable to the current in-network and out-of-network benefit levels of the current POS medical plan will be available as an out-of-area plan through a preferred provider organization (PPO) plan.

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2 Per action taken on May 26, 2011, the County Council did not approve full funding for this provision. On that date, the Council adopted a different cost-sharing arrangement for bargaining unit employees, to become effective on January 1, 2012. See Appendix XXI.

21.3 Employee Benefits Committee

(a) The parties hereby jointly establish an Employee Benefits Committee for the purpose of maintaining high quality employee benefits, efficiently provided to County employees at a reasonable cost and to study benefit cost containment programs. The Committee shall consist of 4 members appointed by the County, and 4 members appointed by the Union. Either party may remove or replace its appointees at any time.

In addition, either party may appoint one or more outside consultants (whose compensation shall be the responsibility of the appointing party) who shall be permitted to attend all Committee meetings and who shall advise the Committee members on subjects under Committee review. Upon request, either party shall promptly submit to the other party relevant information within a party's possession, custody or control for review by the other party and/or its consultant(s). The Chair of the Committee will rotate each January 1 from a County designee to a Union designee and vice versa each July 1. The initial Chair shall be a County designee.

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

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

(2) make findings and/or recommendations to the parties regarding changes in employee benefits and cost containment initiatives.

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

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

(b) If the parties are unable to agree on the implementation of any recommendation, the appropriate statutory provisions concerning bargaining and impasse may be used only by joint agreement, in order to resolve the dispute. Absent such agreement, either party may present proposals on any recommendation consistent with Section 33-108(a) of the County Collective Bargaining Law. In the event the Employer reaches agreement with any other certified bargaining representatives on any recommendation, such agreements shall not be binding on this bargaining unit.

21.5 The County shall also contribute 80 percent of the premiums determined for any calendar year for benefit plans other than the plans included in Section 21.2 (a) and (b). The Employee Benefits Committee shall be provided with information (including but not limited to all actuarial and consultant reports) enabling it to review the premium determinations. The level of such benefits shall not be reduced.[3]

21.6 Premiums for all plans shall be established using standard actuarial principles or actual rates being charged by the carrier or HMO.

21.7 Medical Spending Accounts

Employees shall continue to be permitted to contribute up to $1,500 to such accounts as far as allowed by IRS Code.

21.8 Pre-tax Premiums

Employee contributions to health benefit plans shall continue to be effected in a manner so that the premiums shall be pre-tax as far as allowed by IRS Code.

21.9 Bidding

The County will obtain competing bids for existing HMOs and/or carriers. The County shall assure that the same or lower costs and the same or improved benefit levels are maintained and that medical care shall be transitioned consistent with "industry standards" when health care providers are changed. The Union shall participate to the full extent allowed by law,

3 Per action taken on May 26, 2011, the County Council did not approve full funding for this provision. On that date, the Council adopted a different cost-sharing arrangement for bargaining unit employees, to become effective on January 1, 2012. See Appendix XXI.

rule, and regulation in the entire bidding process. Participation shall include, but not be limited to, consultation and provision of information.

21.10 Tuition Assistance

The maximum annual allowance payable under the Employee Tuition Assistance Program shall be $1830. 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.

(c) Employee must receive approval from the Department Director prior to submitting tuition assistance request to the Office of Human Resources for review.

(d) Employer may approve tuition assistance towards education and training to obtain a professionally recognized certificate, or an accredited post secondary education degree.

(e) Colleges and Universities attended with tuition assistance funds must be accredited by a recognized accrediting agency.

(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.

(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).

(i) The Employer will not approve tuition assistance for books, supplies, or extra fees such as late registration or library book returns, parking, travel, food, lodging, and other costs incidental to the credit courses.

(j) 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…

(k) All classes approved for tuition assistance must be held in the United States.

(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.

(m) Tuition assistance is available on a first-come first-served basis until all authorized funding has been obligated.

(n) Employees receiving tuition assistance must attend the activities for which they are receiving tuition assistance during their off duty hours.

(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 repaid if the employee dies or retires on a County disability retirement. The Employer may waive repayment of tuition assistance in other extenuating circumstances.

(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 (m) above may not be grieved.

(r) For each fiscal year, 50% of tuition assistance funding, not including tuition assistance funds dedicated to other bargaining units, shall be allocated to eligible UFCW Local 1994 MCGEO bargaining unit members. Once this amount is exhausted, the County will not approve any additional tuition assistance requests from bargaining unit members for the remainder of the fiscal year.

21.11 **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.

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.**

21.12 Dental Care

Class I, II, and III annual maximums shall be increased to $2,000.

21.13 Vision Care

A new discount card program through a national network will be offered to those who retire after 1/1/2002.

21.14 (a) If the County adopts a drug re-importation program (the adoption of which is subject to Council approval), bargaining unit employees are eligible to participate in the program.

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

(c) Bargaining unit employees will be provided with a Consumer Driven Health Option. Unit members may opt in or out of a consumer driven health option during the annual open enrollment, consistent with the plan's provisions.

21.15 Child Care Needs Assessment Study

The parties agree to participate in a joint labor/management study of the child care needs of public safety employees.

21.16 Health Care Cost Management

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

Step 1: Identify populations health risk factors that are medical cost drivers through data mining and predictive modeling

Step 2: Identify the key focal point related to gaps in care, disease prevalence, life-style factors, and illness severity that most benefit from medical management

Step 3: Develop an action plan and key objectives to address the medical plan cost drivers

Step 4: Adopt programs (i.e. chronic condition management, case management, care coordination, wellness) to achieve strategic objectives

Step 5: Communicate the objectives and strategy to plan participants

Step 6: Measure program progress against established metrics of each objective

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

(1) Reducing health risk factors prevalent in the Montgomery County employee population

(2) Improving treatment compliance of employees with chronic conditions

(3) Improving medication adherence of employees with chronic conditions

(4) Decreasing the prevalence of obesity in the population

(5) Increasing the number of people exercising and eating nutritious meals.

(6) Exploring more cost efficient prescription, dental, and vision programs

21.17 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.

21.18 **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.

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

21.19 Access to Group Insurance

Bargaining unit members who separate from County service shall continue to have access to their selected group insurance benefits until the date of their final paycheck. Any continuation beyond that date shall be subject to the provisions of COBRA.

21.20 Retiree Health Insurance

In accordance with Montgomery County Resolution No. 17-163, the following changes to the retiree group insurance cost sharing formula shall be implemented for all bargaining unit members hired after July 1, 2011:

(a) Each employee hired or rehired as a permanent employee on or after July 1, 2011, including any employee awarded a non-service connected disability, and who is a member of a County retirement plan must have at least 10 years of County service to be eligible for group insurance continuation when the employee leaves County service. All other eligibility criteria remain the same as applied before that date.

(b) The cost-sharing formula for each employee hired or rehired as a permanent employee on or after July 1, 2011, for medical, dental, discount vision, standard option prescription, basic life, dependent life insurance ($2,000/$1,000/$100 tier), is:

(1) 50% County/50% retiree for each retiree with 10 years of eligibility under the group insurance plan as an active employee;

(2) 70% County/30% retiree for each retiree with 25 or more years of eligibility under the group insurance plan as an active employee; and

(3) for each year between 10 and 25 years that the employee is eligible under the group insurance plan as an active employee, the County's share must increase 1.33 percentage points to the maximum County share of 70%.

If an employee retires on a service-connected disability under the Employees' Retirement System and the employee does not have 10 years of eligibility under the group insurance plan, for group insurance eligibility and cost-sharing purposes the employee must be treated as having 10 years of County service.

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.

ARTICLE 22 – TRANSFER

22.1 Definition

Transfers for the purpose for this Agreement shall have the same meaning as provided in Section 26-1 of the Montgomery County Personnel Regulations, effective July 1, 2001, and as amended on December 1, 2002. Transfers usually involve one or more of the following factors:

(a) a change from one merit system position to another;

(b) a change in physical location of the job or position; or

(c) a change in duty assignment but within the same occupational class.

22.2 Reasons for Transfer

The following while not inclusive, may be reason for transferring an employee:

(a) a voluntary request;

(b) a lack of funding resulting from budgetary limitations or loss of federal/state funds;

(c) a change in the approved work program/plan/design;

(d) an administrative reorganization;

(e) a technological change or advancement that impacts on work force needs;

(f) a change in an employee's physical or mental condition;

(g) the resolution of a grievance or other problems affecting the operational efficiency of a unit or organization; or

(h) for training or development.

22.3 Qualifications for Transfer

(a) An employee must fully meet the minimum qualifications for the position to which transferred.

(b) Length of County service (seniority) shall be considered when qualified candidates are otherwise deemed reasonably equal, except as provided under Article 8, Seniority, of this Agreement.

22.4 Notification of Transfer

(a) Prior to any transfer, the affected employee(s) shall receive a notification of transfer consistent with Section 22.2 of the collective bargaining agreement as to the reason for transfer.

(b) Employees shall be given a thirty (30) day notice prior to a transfer taking effect. However, such notice shall not be required in the event of a demonstrated operational need.

(c) An employee who alleges a transfer imposes a hardship may submit documentation of the hardship and request a temporary delay of the transfer. For the purpose of this Article, "hardship" is defined as:

(1) negatively impacting an employee's dependent care, or

(2) conflicting with educational courses the employee is enrolled in.

No such requests shall be unreasonably denied. This sub-section does not apply to shift bid picks or memorandums of understanding regarding shift bid processes.

(d) An employee will have seven (7) calendar days from notice of transfer to provide documentation in order for a hardship request to be considered. The Employer will have seven (7) calendar days to verify that a hardship exists and respond to the employee. The Employer will also consider if an employee has previously used the reason as a hardship. If a hardship is denied, the transfer will become effective from the original date of transfer.

22.5 Appeal of Transfer

A unit employee may appeal an involuntary transfer consistent with Section 26-5 of the Montgomery County Personnel Regulations, effective July 1, 2001, and as amended on December 1, 2002.

ARTICLE 23 – PROMOTION

23.1 Definition

Promotion is the movement of an employee from one merit system class to another with a higher grade level assignment.

23.2 Policy

(a) Promotions must be made on a competitive basis after an evaluation of each individual's qualifications. The County's promotional program for positions within the unit should provide that qualified employees are given an opportunity to receive fair and appropriate consideration for higher level positions. Length of County service (seniority) shall be considered when qualified candidates are otherwise deemed reasonably equal, except as provided under Article 8, Seniority, of this agreement.

(b) Employees who have applied for a promotion to a position within the bargaining unit may, at their request, be given their examination scores.

23.3 Temporary Promotions

Employees will not normally be assigned to a higher classified job, unless required by workload as determined by the Employer. However, employees who are assigned to a higher classified job for a period of more than 10 days shall receive the rate of pay of the higher classified job retroactive to the first day of work at the higher level.

23.4 Appeals

The Union may appeal, under Article 10, a promotion denied to an employee when the Employer has failed to follow established procedures. Under no circumstances can the Union grieve a promotion involving a position that is excluded from the bargaining unit.

ARTICLE 24 – DEMOTION

24.1 Definition

Demotion is the movement of an employee from one merit system position or class to another with a lower grade level assignment.

24.2 Authority

A department head has the authority to demote an employee.

24.3 Voluntary Demotion

Voluntary demotion may occur with the written consent of an employee. Such demotion must be without prejudice and may be used to retain an employee whose position has been abolished or reclassified downward or who, because of physical or mental incapacity, is unable to productively perform assigned duties and wishes to continue employment in a position for which qualified. Such demotion must not be detrimental to an employee's work record and must not adversely affect the employee's opportunity for future promotion to a position for which qualified.

24.4 Involuntary Demotion

A unit employee who received a less than satisfactory work performance evaluation after written warning, counseling, and at least 3 months to improve, may be demoted involuntarily. Such employee must receive written notice at least 15 calendar days prior to the effective date of the demotion. The notice must contain the reasons for the action with specific charges or reasons, the effective date, and appeal rights.

ARTICLE 25 – RESIGNATION

25.1 Definition

Resignation: An employee's voluntary act to leave County employment.

25.2 Notice of Resignation

(a) An employee should submit a written resignation 2 weeks before the effective date of the resignation. In unusual circumstances, an employee may submit an oral resignation.

(b) If the supervisor accepts the employee's oral resignation, the supervisor must note the date, time, and nature of the communication on the official form documenting the personnel action.

25.3 Withdrawal of Resignation.

(a) An employee may submit a written request to withdraw a resignation within 5 calendar days from the date the employee submitted the resignation.

(b) The department head may approve or deny a written request to withdraw a resignation that is submitted more than 5 calendar days from the date the employee submitted the resignation.

25.4 Appeal of Resignation.

A bargaining unit employee may appeal a resignation if the employee can show that the employee's initial act to resign was not voluntary.

ARTICLE 26 – TERMINATION

26.1 Definition

Termination is a nondisciplinary act by management to conclude an employee's service with the County. Reasons for termination include, but are not necessarily limited to, the following:

(a) an employee's abandonment of position by failure to report for work as scheduled on 3 or more consecutive workdays and failure to obtain approval for such absence;

(b) excessive absences caused by ongoing medical or personal problems that are not resolved within 3 calendar months after the date the employee exhausts all paid leave, including any grants of leave received from the sick leave bank;

(c) where the minimum qualifications for a class require members of the class to obtain and retain licenses or non-medical certifications, and the employee fails to obtain or maintain such licenses or certifications; and

(d) unsatisfactory job performance - failure to perform assigned duties on an on-going basis in an acceptable and competent manner.

26.2 Management Responsibility

(a) Prior to terminating an employee for the reasons stated in (b) above, management must inform the employee in writing of the problem, counsel the employee as to what corrective action to take; and allow the employee adequate time to improve or correct performance or attendance.

(b) Prior to termination for unsatisfactory job performance stated in (d) above, at any time during the performance appraisal cycle that an employee's performance is determined to be unacceptable through an interim or annual performance evaluation, the supervisor shall notify the employee of the areas for which performance is unacceptable and provide appropriate counseling informing the employee of the performance requirement(s) or standard(s) that must be attained in order to demonstrate acceptable performance in his or her position. The supervisor should also inform the employee that unless his or her performance improves and is sustained at an acceptable level, the employee may be reassigned, demoted, or terminated. Where an employee's performance is unacceptable, the supervisor shall afford the employee a reasonable opportunity to demonstrate acceptable performance, commensurate with the duties and responsibilities of

the employee's position. As part of the employee's opportunity to demonstrate acceptable performance through a work improvement plan, the supervisor shall offer assistance to the employee in improving unacceptable performance.

(1) If the employee agrees, the Union will be invited to participate in the counseling session. The employee shall be given the opportunity to submit a written rebuttal to the rating of unsatisfactory performance.

(2) A work improvement plan will be written and discussed with the employee. If the employee agrees, the Union will be invited to participate in the discussions involving the work improvement plan.

(3) After receiving the work improvement plan, the employee must be given not less than 90 calendar days to improve and raise their performance to an acceptable level. If an employee achieves an acceptable level of performance, then materials related to the work improvement plan shall remain in the official file only one year, in the operating file for 5 years, and supervisory file for one year. This section, however, shall not alter or modify any retention requirements for performance evaluations as provided for in this Agreement.

(4) If an employee fails to achieve a satisfactory performance evaluation after following items (1) through (3) above, a department head may proceed with termination after issuing an intent to terminate notice to the employee and providing the employee at least 10 working days to respond before taking final action on the matter.

(5) In the event the employee is terminated, in any grievance of such action, the Employer shall have the burden of proof.

ARTICLE 27 – REDUCTION-IN-FORCE

27.1 Definition

Reduction-in-force (RIF) is the elimination of a position or positions because of a lack of sufficient funds, a change in the approved work program/plan/design for a department/office/ agency; administrative reorganization of a department/office/agency; or a technological change or advancement that impacts on work force needs.

27.2 Policy

When a reduction-in-force becomes necessary, the resulting transfers, demotions and terminations must be based on the following factors:

(a) seniority;

(b) work performance; or

(c) service needs.

Only employees in the same class and department as the eliminated position(s) are subject to the reduction-in-force. A unit employee may not be laid off, if there is a probationary or temporary employee in the same class in the same department/office/agency.

A bargaining unit employee will not be laid off if there is a probationary, temporary or seasonal employee in the same occupational series and status. In this Article, status is defined as part-time versus full-time. Furthermore, any bargaining unit employee replacing a probationary, temporary, or seasonal employee under this subsection, must meet the minimum qualifications as defined in AP 4-19, Section 3.14.

The retention of Term employees will be determined in accordance with AP 4-19, Section 3.7.

In accordance with AP 4-19, Section 2.0, the following alternatives are to be exhausted before a reduction in force is instituted:

(a) Effective position management and employee placement

(b) Reducing work hours

(c) Restructuring positions

(d) Retraining of incumbents

(e) Discontinued/ Administrative Retirements

(f) Implementing a hiring freeze as defined in AP 4-19, Section 5.2

The parties reserve their rights in accordance with Montgomery County Code 33-107.

27.3 Procedure

Any reduction-in-force affecting a unit employee shall be done in accordance with Administrative Procedure No. 4-19, effective November 7, 1991, except where modified by this Agreement. Moreover, AP No. 4-19 shall be amended to extend full application of the procedure to merit status term (grant-funded) employees in the bargaining unit.

27.4 Notification

(a) An employee who is affected by a reduction-in-force must be given at least 30 days written notice. Whenever practicable, a longer notice should be given.

(b) On March 15, the Union shall be provided a list of proposed bargaining unit positions, which as a result of budget decisions by the Employer may be abolished. At a later date, a list will be provided to the Union to include affected bargaining unit employees' names, home addresses and seniority rank within the class.

27.5 Bargaining Unit Job Security

The County recognizes the bargaining units' support of the County's role in the implementation of the Personal Responsibilities and Work Opportunities Act of 1996 and the Welfare Innovations Act of 1997. In implementing those acts, the County will comply with the Agreement as well as all federal, State, and County laws, regulations, and policies pertaining to employee displacement and job protections. The County shall make every effort to avoid the layoff of bargaining unit members consistent with Article 27 of this Agreement to include the elimination/reduction of services provided by contractor(s) either employed by an outside vendor or by the county as an individual contractor, regardless of funding source. In addition, the County will continue to use Discontinued Service Retirement as in the past.

ARTICLE 28 – DISCIPLINARY ACTIONS

28.1 Policy

A disciplinary action against an employee must be initiated promptly when it is evident that the action is necessary to maintain an orderly and productive work environment. Except in cases of theft or serious violations of policy or procedure that create a health or safety risk, disciplinary actions must be progressive in severity. However, the Employer reserves the right to impose discipline at any level based on cause. The severity of the action should be determined after consideration of the nature and gravity of the offense, its relationship to the employee's assigned duties and responsibilities, the employee's work record, and other relevant factors.

28.2 Types of Disciplinary Actions

Disciplinary actions shall include but are not limited to:

(a) Oral Admonishment

An oral admonishment is:

(1) the least severe disciplinary action;

(2) a spoken warning or indication of disapproval about a specific act of misconduct or violation of a policy or procedure;

(3) usually given by the immediate supervisor; and

(4) noted in the supervisory file with a copy to the employee.

(b) Written Reprimand

(1) A written reprimand is:

(A) the second least severe disciplinary action;

(B) a written statement concerning a specific act, infraction or violation of a policy or procedure; and

(C) is included in the employee's personnel record.

(2) All reprimands contained in central personnel files shall become null and void after a period of one year. A reprimand can be removed from the file at any time.

(c) Forfeiture of Annual Leave or Compensatory Time:

(1) A forfeiture of annual leave or compensatory time:

(A) is the removal of a specified number of hours from the annual leave or compensatory time balance of an employee; and

(B) must be at least one day but not more than 10 days.

(2) The FLSA prohibits the department director from taking compensatory time from a non-exempt employee for disciplinary purposes.

(d) Within-grade Reduction

(1) A within-grade salary reduction:

(A) is the reduction of an employee's base salary by a specified amount without a reduction in grade for a specified period of time; and

(B) must not exceed one year.

(2) The department director must not impose a within-grade salary reduction on an exempt employee because it is inconsistent with the employee's FLSA-exempt status.

(e) Suspension

(1) A suspension is an action that places an employee in a LWOP status for a specified period for a violation of a policy or procedure or other specific act of misconduct. A suspension shall not exceed 5 work days unless authorized by the Chief Administrative Officer. Under no circumstances shall a suspension exceed 30 calendar days.

(2) Based on the revised FLSA Regulations issued by the Department of Labor, a department director may now impose disciplinary suspensions of one or more full days on an exempt employee for infractions of workplace conduct rules.

(f) Suspension-Pending Investigation of Charges or Trial

(1) The department director may place an employee in a leave without pay status during investigation as follows:

(A) if the employee is being investigated by a law enforcement agency for an offense that is job-related, the employee shall be placed in a leave without pay status for a period not to exceed 90 days;

(B) if the department is conducting the investigation for misconduct, the employee shall be placed in a leave without pay status for a period not to exceed 60 days; and

(C) while the employee is waiting to be tried for a civil or criminal offense, the suspension may be indefinite.

(2) Employee's Return to Work after Suspension

(A) The CAO may allow the employee to return to work unless the County dismisses or terminates the employee or the employee is convicted by a court.

(B) The CAO may give the employee partial or total back pay and benefits depending on the relevant facts and any related disciplinary action, subject to the following:

(i) the employee must provide documentation of other earnings or income during the period of suspension and must adhere to all secondary employment provisions in this Agreement; and

(ii) back pay must equal the amount the employee would have earned during all or part of the period of suspension less the amount the employee earned in other employment during the period.

(g) Demotion:

A disciplinary demotion is an action that places an employee in a merit system position with a lower pay grade. If an employee is demoted for cause, the department director must reduce the employee's base pay but the loss of pay must not exceed 20 percent.

(h) Dismissal:

The removal of an employee from County service for cause.

28.3 Notification

In cases of within-grade reduction, demotion, suspension and dismissal, the employee must receive written notice of the disciplinary action at least 5 working days prior to the effective date, except in cases of theft of County property or serious violations of policy or procedure that create a health or safety risk.

28.4 Authority

(a) Supervisor. An immediate or higher level supervisor may be delegated the authority to immediately relieve an employee from duty with or without pay notwithstanding other provisions in this Agreement, if the retention of such employee will cause or continue a disruption of the work force. Within one workday, the supervisor must submit a recommendation for appropriate disciplinary action to the department head.

(b) Department Head. Prior to taking any disciplinary action, with the exception of oral admonishments, the department head must provide the employee with a copy of the charges and allow such employee a reasonable period of time to respond, which must be not less than 10 workdays.

28.5 An employee may appeal any disciplinary actions, with the exception of oral admonishments and written reprimands, in accordance with this Agreement.

28.6 Investigative Examinations

(a) The Union shall be given the opportunity represent a bargaining unit employee at any examination of an employee in the bargaining unit by a representative of the Employer if:

(1) the examination is investigative in nature,

(2) the employee reasonably believes that the examination may result in disciplinary action against the employee, and

(3) the employee requests representation.

(b) If an employee requests to be represented at such an examination, the Employer will delay the examination for a reasonable time, not to exceed 120 minutes, to permit the employee the opportunity to arrange representation. Such time shall not unreasonably delay the interview by the Employer. While the employee may request a specific Union representative, the employee does not have the right to have a specific Union representative present at the examination. The parties agree to conduct themselves in a civil and respectful manner. An Employer representative may not dictate, suggest, or otherwise seek to influence the employee as to whom from the Union may represent the employee at the examination.

(c) The Employer is free to terminate any examination of an employee in connection with an investigation at any time for any reason.

(d) The Union shall have no right to represent an employee who is examined as a witness or third party in an investigation or to represent an employee who is being counseled by a representative of the Employer concerning conduct, performance, or any other similar or like work-related matter.

(c) The employee must answer all work-related questions truthfully, promptly and completely.

(d) Upon request the Employer shall provide to the Union all supporting documentation to a disciplinary action. The Employer may sanitize this documentation to protect privacy.

(e) Prior to the commencement of any investigative examination of a bargaining unit member, the supervisor should remind the employee of his/her right to union representation during the examination.

(f) Employees shall be notified of their right to representation upon notice that they are subject to investigation.

28.7 Rights of Union Representatives During Investigative Examinations

(a) When a steward or other Union representative arrives at the request of the bargaining unit employee, the Employer representative must inform the Union representative of the subject matter of the interview; i.e. the type of misconduct for which discipline is being considered (theft, tardiness, etc.).

(b) The Union representative must be allowed to speak during the interview. However, the Union representative does not have the right to bargain over the purpose of the interview.

(c) The Union representative can, however, request that the Employer representative clarify a question so that the worker can understand what is being asked.

(d) When the questioning ends, the Union representative can provide additional information to the Employer representative. Before providing such information, the Union representative and the employee may briefly meet privately for purposes of discussion.

(e) After a question is asked, the steward can advise the bargaining unit member on how to answer.

28.8 Official Vehicle Operators

Complaints against unit members driving County vehicles while in the performance of their official duties or driving official vehicles at any time shall only be placed in the official personnel files and subject to discipline by management only after receipt of a written complaint, signed by the person making the complaint, or a complaint transmitted by e-mail that identifies the complainant by name and the complainant's contact information.

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) 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 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, and 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. The County-wide LMRC shall be comprised of a minimum of five (5) representatives and a maximum of 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 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 issues that have County-wide implications. 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 issue that 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 County-wide LMRC shall not negotiate with regard to matters affecting working conditions or discuss grievances.

(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 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.

29.6 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, on the following topics:

- Approval time for annual leave.
- Use of doctor's note to excuse absences when leave abuse is suspected.
- Consideration of unscheduled absences more than 30 days old when misuse/abuse is suspected.
- A stress management program to possibly involve administrative leave for bargaining unit members involved in traumatic work-related incidents.
- 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 – RESERVED

ARTICLE 31 – MAINTENANCE OF STANDARDS

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

(a) employee tuition assistance;

(b) disposition of educational and special pay;

(c) use of County vehicles;

(d) Sheriffs' law enforcement equipment issuance;

(e) departmental uniform policy;

(f) Transit Services run-pick procedures;

(g) tools and equipment provided to DPWT trades and cleaning employees;

(h) Union use of interdepartmental mail system;

(i) Administrative Procedure No. 1-5, Local Travel Guidelines, personal mileage reimbursement;

(j) call-back pay, as provided in the Montgomery County Personnel Regulations, as amended August 25, 1988;

(k) deferred compensation; and

(l) Wellness Program, subject to budget limitations.

ARTICLE 32 – TOOLS AND UNIFORMS

32.1 Policy

Mechanics are expected to provide a "basic mechanic's hand set" of tools necessary to satisfactorily perform their work. The parties agree that the term "basic mechanic's hand set" is a term of art within the mechanic craft that defines the minimum tools required to perform successfully as a mechanic. If the Employer finds that employees are not providing adequate tools within the meaning of this term of art, the Employer and the Union will enter into negotiations to establish a minimum tool list.

The Employer will also provide a tool allowance for mechanics to compensate the replacement of tools, including tool boxes, in the following circumstances: loss, disappearance, breakage without warranty, wear and tear, obsolescence, and/or innovation in design.

32.2 Tool Allowance

Consistent with this Article, the Employer will provide quarterly payments to eligible employees to be used for the replacement of tools. Employees must provide receipts for the full amount of the tool allowance. Failure to present receipts equal to or greater than the tool allowance will result in tax consequences and consideration of the tool allowance as income. The schedule for the annual tool allowance will be as follows:

Bargaining Unit Occupational Class	Amount
Mechanic Autobody Repairer Mechanic Leader Welder*	$675
Apprentice Mechanic	$575
Mechanic Helper	$475

*NOTE: Welder must maintain tools at Mechanic level and will be called upon, as an assignment of work, to perform Mechanic work from time to time.

32.3 Loss Due To Theft or Catastrophe

The Employer will provide insurance coverage at replacement value for the loss of tools and tool boxes due to documented theft from County, loss due to catastrophe on County premises, or loss due to accident on County premises. It will be the responsibility of employees to ensure that tools are kept secure in a locked tool box when they are not in use. For insurance purposes, it will be the responsibility of employees to provide the Employer with an inventory list of tools kept in their tool box, to be updated on a semi-annual basis and approved by the Employer at that time. A copy of this inventory list is to be kept in the employee's departmental operations personnel file.

The Employer reserves the right to inspect the employee's tool box for consistency with the list provided. In the event that tools listed on the inventory list are not in the tool box, the employee is to be provided 24 hours to produce the tool(s) and return same to the tool box. If the employee has tools missing from his or her tool box on a recurrent basis, then the County may withdraw the employee's insurance benefit or take other corrective action.

32.4 Tool Policy of Other Departments and Agencies

All other current policies and practices as to tools for all other employees shall remain unchanged for the duration of this Agreement. Consistent with existing practice, the County shall furnish and make a reasonable attempt to maintain safe working conditions and provide the workplace tools and equipment necessary for all employees.

32.5 Uniforms For Employees

(a) All current policies and practices as to uniforms for employees shall remain unchanged for the duration of this Agreement unless specifically modified by the provisions below.

(b) Department of Public Works & Transportation

(1) The County shall provide a year-round jacket with a zip-out lining to employees assigned to the Division of Operations.

(2) The County shall provide one pair of uniform shoes to employees assigned as uniformed “Ride-On” bus Operators and Controllers each contract year.

(3) The County will reimburse for one pair of Departmentally approved winter boots to employees assigned as uniformed “Ride-On” Bus operators and Controllers for an amount not to exceed $50 during the first and third contract year.

(4) The County will provide Bus Operators with an additional 2 uniform shirts.

(c) Inclement Weather Apparel

The County shall provide reasonable inclement weather apparel to employees based upon weather conditions and the employee's work assignment.

(d) Safety Apparel/Equipment

(1) Protective work clothing is attire worn over, or in place of, regular clothing to protect the employee’s clothing from damage or abnormal soiling or to maintain a sanitary environment and includes laboratory coats, shop coats, aprons, scrubs, surgical gowns and coveralls. Existing practice pertaining to the issuance of protective clothing by the County will be maintained for the duration of the Agreement.

(2) Protective work clothing and safety equipment furnished to the employee by the County for use on the job, shall be returned upon completion of the assignment. County-provided items damaged or worn out in the performance of duties shall be repaired or replaced by the County. County provided items damaged outside the performance of duties or not returned to the County shall be the responsibility of the employee.

(3) The County shall contribute up to $121.67 in each fiscal year of the agreement toward the purchase of safety shoes by employees, as required or recommended by management. To receive this reimbursement the employee must: present a valid receipt for the purchase of the shoes to his or her assigned Department or Agency; the shoes must fit the job assignment to the bargaining unit employee as determined by Risk Management, and the shoes must comply with American National Standard Institute (ANSI) safety standard ANSI: Z41-l983, or subsequently adopted appropriate ANSI standard.

(e) Uniform Shoe Alternative

Employees in the bargaining unit who are required to wear a department issued uniform shoe, will be permitted to wear an alternate shoe as approved by their department. In such instances, the employee will receive up to $95 to be used towards the purchase of the departmental approved alternative.

(f) Crossing Guards

Cell phones will be made available, for use by Crossing Guards, for night work and special assignments. The cell telephones will be programmed for 911 only.

(g) Uniform Issuance

The issuance and replacement of uniforms and equipment shall be done within a reasonable time.

(h) Departmental Uniforms (OPT Bargaining Unit)

During the first year of this agreement uniforms will be provided for:

(1) DFRS Field Inspectors - coveralls, 3-season jacket, windbreaker, baseball cap, “polo” shirts, rubber boots, and rain suit;

(2) Correction and Rehabilitation civilians assigned to the Central Processing Unit; and

(3) Library Driver/Messengers – 5 shirts/pants, 3-season jacket, insulated boots, gloves, rain gear, back support belts.

(i) Issued uniforms are to be worn at all times while at work and are to be worn as a complete set. Employees who have been issued a full uniform and fail to appear in full uniform upon reporting to work may be required to obtain a full uniform before beginning work. Any absences caused by a failure to appear in full uniform will be charged as leave without pay.

(j) Each County library site shall be issued a cell phone for use in emergency situations.

32.6 Heating and Air Conditioning

When purchasing new cars and heavy equipment, heating and air conditioning will be provided, if available in the specification sheets. County originated specifications will include heating and air conditioning, if available.

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.

ARTICLE 33 – LIGHT DUTY

33.1 Definitions

(a) Light Duty - A temporary assignment of alternative work that an employee is qualified and able to perform when the employee is temporarily unable to perform his/her regular duties due to medical reasons.

(b) Light Duty Review Committee - A committee composed of employees represented by the Union and management representatives for the purpose of recommending light duty assignments to the Chief Administrative Officer when departmental efforts to find light duty assignments are unsuccessful.

33.2 Eligibility

To be considered eligible, a determination must be made by the Occupational Medical Services unit that the employee is temporarily unable to perform his/her normal duties due to medical reasons. Occupational Medical will specify limitations as it relates to the assignment of light duty work.

33.3 Requests and Assignment of Light Duty Work

(a) All requests for light duty work assignments are to be treated fairly by each department and the Occupational Medical Services unit.

(b) Applications for light duty assignment, available through the Occupational Medical Services' intranet site and the employee's Department, must be completed by the employee and submitted to his/her Department Head or designee. This application must be accompanied by a copy of the Health Status Report from Occupational Medical stating that the employee is temporarily unable to perform his/her regular duties due to medical reasons.

(c) Primary responsibility for the assignment of light duty status employees rests with the Department to which the employee is assigned.

(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.

(e) Departmental officials shall determine within 5 work days whether a light duty assignment within the department is available.

(f) In the event that a department does not have tasks that may be performed by light duty personnel, then the affected employee will be immediately referred to the Light Duty Review Committee by the department for consideration of temporary assignment in another department. Referrals to the Light Duty Review Committee must be accompanied by documentation of department efforts to provide a light duty assignment.

(g) The Light Duty Review Committee will identify within l0 working days tasks available in other departments where an employee could temporarily be assigned. Recommendations of the Light Duty Review Committee will be forwarded to the Chief Administrative Officer for decision. If an employee is assigned light duty work in another department, the employee will remain on the payroll of the department to which he/she was originally assigned.

(h) If the Light Duty Review Committee is unsuccessful in identifying a light duty assignment and the employee is still interested in placement, then the employee may request additional efforts through the OHR Director (and/or the Chief Administrative Officer).

(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.

(j) 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.

(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

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 compromised 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.

34.2 Prevention of Substance Abuse/Employee Rehabilitation

(a) Alcoholism shall be recognized and treated as a disease. Bargaining unit employees suffering from alcoholism shall be afforded the opportunity for counseling and rehabilitation through an appropriate County program. Alcohol-related disciplinary problems will not be exclusively dealt with in a punitive fashion. Incidents of apparent substance abuse by bargaining unit employees and/or the need for rehabilitation of bargaining unit employees shall be administered pursuant to Administrative Procedure 4-11, Employee Drug/Alcohol Abuse.

(b) Integration of U.S. Department of Transportation Drug and Alcohol Testing Regulations with Contract

(1) The implementation of federal regulations (49 CFR Part 40 dated February 15, 1994 and August 19, 1994, and CFR Parts 382, et al., dated February 15, 1994) will not expand, diminish, or alter existing procedures under Administrative Procedure 4-11 relating to employee substance abuse unless it is specifically required by the cited federal regulations.

(2) All rights of bargaining unit employees to counseling and rehabilitation for substance abuse problems will not be diminished or altered, unless required by the cited federal regulations.

(3) The Employer will provide all employee protections and rights mandated by federal law and Maryland State law.

(4) In post-accident and "for cause" situations where an alcohol test is required by law or this Agreement, a breath alcohol test will be conducted rather than a blood alcohol test.

(c) Bargaining unit employees who are directed by the Employer to submit to drug and/or alcohol testing shall be permitted to contact a Union representative prior to testing. However, this shall not unreasonably delay the testing and it shall be within the sole discretion of the Employer to complete the testing process.

34.3 Protection from Communicable Diseases

(a) Unit members shall receive medical testing for AIDS, tuberculosis, hepatitis, and any other communicable diseases when an employee believes he/she has been exposed to such diseases on the job. The costs for such tests shall be payable by the County or otherwise compensable in accordance with existing Workers' Compensation benefits.

(b) The Occupational Medical Services unit, OHR, will be responsible for coordinating the testing that may occur at hospital emergency rooms, private physicians, or occupational medical section facilities.

34.4 Employee Assistance Program

A bargaining unit employee shall be granted 2 hours of administrative leave to confer with Employee Assistance Program staff for an initial visit.

34.5 County Government Facility Closings

In the event of a breakdown of equipment, power failure or other adverse situation resulting in a closure of a facility, including but not limited to a closing at the direction of MOSH, after joint inquiry by the CAO or designee and the Union, employees with two hours or less left in their scheduled workday will be granted up to two hours administrative leave. Employees with more than two hours left in their scheduled workday will be reassigned to a different work site, with priority given to the sites requested by the employees absent contrary staffing concerns, or may use annual leave in lieu of working the rest of their shift. Employees in essential operations may be asked to work on a day when operations are officially closed. In the event the County knows a facility is closed prior to the start of the first shift, the County will make a good faith effort to notify employees to report to another location or request annual leave.

34.6 Return to Work Examinations

Before an employee returns to work after an absence that is the result of a Worker's Compensation injury or has been out 15 or more work days as a result of personal injury or illness, the employee must have a "Return to Work " authorization form completed by the employee's private physician or Worker's Compensation physician authorizing their return to work. The form must be presented to the employee's supervisor immediately upon returning to work. If medical issues arise upon their return to work, the employee may be required to see the Employee Medical Examiner who may make further determinations as to their "fitness for duty". After receiving the "Return to Work'' authorization form, the employee's supervisor will forward this form to the County's Occupational Medical Services unit for inclusion in the employee's medical file. Notwithstanding the above requirements, an employee may be required to submit to a medical examination by the EME to determine fitness for duty.

34.7 Joint Labor/Management Training - Worker's Compensation/Disability Leave

During the term of this contract, joint labor/management training will be conducted for supervisors and shop stewards so as to increase their knowledge of Worker' Compensation and disability subject matter areas.

34.8 Flu Shots

Upon request, and contingent upon the availability of vaccine for individuals not in medically at-risk categories, the County shall provide flu vaccinations to bargaining unit employees at no cost.

34.9 Special Medical Examinations

(a) Unit members who are scheduled for special medical/psychological examinations will be advised in writing of the reasons for the examination and the use that will be made of the results.

(b) It is expressly understood that a unit member scheduled for a special medical/ psychological exam will not be requested or required to sign or provide any waiver of any right or privilege or denied access to the complete medical files produced by a physician, psychologist, or health professional as a result of the special medical/psychological exam except as required by law.

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**.

(d) Worksite safety coordinators will work in collaboration with the LMRC Steering Committee to identify, develop, or update site specific policy and program priorities for employee safety and health initiatives.

(e) The Employer shall make reasonable efforts, taking into account any fiscal, physical, or operational constraints, or customer service needs, to eliminate any identified safety and health hazards in an expeditious manner.

(f) If the Union believes that the identified hazard has not been eliminated with reasonable promptness, the Union may file a grievance in accordance with Article 10 of this agreement. Any such grievance shall be expedited to arbitration in accordance with Article 11 of this Agreement.

34.11 Blood Borne Pathogens

In the event that a bargaining unit member is exposed to blood as a result of work-related activity, the County shall take whatever steps necessary at no expense to the bargaining unit member. These steps are to include testing, emergency treatment, and investigation to the extent permitted by law.

34.12 Implementation of New Equipment

In the event automation or automation related change will eliminate any positions from the bargaining unit, reasonable efforts will be made to offer the affected bargaining unit members positions in the bargaining unit comparable to the ones held at the time their work and services are automated, with the intention to avoid layoffs or demotions.

34.13 Training

(a) If changes in technology significantly alter the essential tasks/skills of a job, the County agrees to provide a reasonable amount of training so the incumbent can obtain the requisite skill to continue to hold the position. This training will be conducted at the County's expense.

(b) When bargaining unit employees affected by new technology are not qualified for and cannot be reasonably trained to perform the duties of the revised position, the Employer shall make reasonable efforts to place the employee in a vacant position for which he or she is qualified.

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

34.14 Procedures for Use of Respiratory Protection Equipment

(a) In order to receive a respirator mask fitting test ("fit test") and be able to use County issued respiratory protection equipment, a bargaining unit employee must:

(1) complete the "Medical History Form for Assessing Readiness for Respirator Mask Fitting" issued by Occupational Medical Services (OMS), Office of Human Resources; and

(2) receive medical clearance from OMS.

(b) The content of the medical history form prepared by OMS will comport with Occupational Safety and Health Administration (OSHA) requirements.

(c) The bargaining unit employee will forward the completed medical history form to OMS in a sealed envelope marked confidential, as provided by the County, and will include a self-addressed envelope for the use of OMS in returning the medical history form to the employee.

(d) Following OMS's evaluation of the employee's medical history form, the form and the employee's copy of the Respiratory Health Certification Form will be returned to the employee, in the self-addressed envelope. The employee must insure that a copy of the medical history form is retained and available to the Employer upon proper notice.

(e) If OMS medically certifies the employee's fitness for use of respiratory protection equipment, arrangements will be made by the County to conduct a "fit test".

(f) If OMS does not medically certify the bargaining unit employee, the employee must contact OMS to arrange for a medical evaluation by the Employee Medical Examiner (EME).

(g) Following the medical examination, if the employee disputes the finding of the EME, the employee may seek a second evaluation from a private medical provider at the employee's expense. The employee's private provider must review the OMS medical history form and indicate the provider's determination on the Respiratory Health Certification Form, consistent with the requirements of that form.

h) In the event that the employee's private provider concludes that the employee is cleared for use of respiratory protection equipment, contrary to the EME's determination, the EME will arrange for an independent medical evaluation at the Employer's expense, to determine the employee's medical fitness to use respiratory protection equipment.

(i) Bargaining unit employees who have not been medically cleared and who are, therefore, unable to utilize County issued respiratory protection equipment will be reasonably accommodated, where possible.

(j) The following bargaining unit job classes are impacted:

(1) Deputy Sheriff I;

(2) Deputy Sheriff II;

(3) Deputy Sheriff III;

(4) Community Health Nurse II;

(5) Nurse Practitioner;

(6) Laboratory Assistant;

(7) Correctional Dietary Officer;

(8) Sergeant (DOCR and Sheriff);

(9) Correctional Officer I;

(10) Correctional Officer II;

(11) Correctional Officer III;

(12) Environmental Health Specialist, and

(13) other classifications and/or positions mutually agreed upon during the term of this Agreement.

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

34.15 Driver's License Program

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

34.16 Pest Control

(a) Whenever a department uses a pest control chemical in County owned, leased, or managed buildings/grounds, the department will provide at least 24 hours notice prior to application of the chemical, unless an infestation occurs that requires immediate action. Notices will be posted in the lobby of the building.

(b) The County will take actions to accommodate unit members who suffer from chemical, dust, or fume hypersensitivity.

34.17 Desktop cleaning products will be provided to all bargaining unit workstations.

34.18 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.

34.19 In the case that a bargaining unit member is exposed to a suspected biological or chemical attack within County worksites, the County shall offer tests for bargaining unit members within the affected work areas at no cost to the bargaining unit members.

34.20 Home Visits/Investigations

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

34.21 Mold/Mildew Abatement

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

ARTICLE 35 – VISITATION

The Employer agrees that representatives of the local union, regional representatives, or international representatives shall have reasonable access to the premises of the Employer at any time during working hours to conduct Union business, as long as such visits will not interfere with the conduct of normal County business and the employee's work. Representatives shall report to the supervisor or his designated representative upon entering a facility.

ARTICLE 36 – UNION ACTIVITIES

36.1 During working hours, on the Employer's premises, and without loss of pay, Union Executive Board members, shop stewards, and other Union representatives shall be allowed a reasonable period of time to leave their work area after they have given advance notification to and received advance permission from their supervisor to perform the following Union activities, provided that such leave shall not disrupt or otherwise interfere with efficiency of the Employer's operations:

(a) post notices in designated areas on official departmental bulletin boards relating to Union business meetings, elections and results of elections, appointments, recreational and social affairs, and similar activities;

(b) distribute Union literature on subjects as provided in (a) above in non-work areas;

(c) consult with the Employer and/or Local Union officers or other Union representatives concerning the enforcement of any provision of this Agreement.

(d) members of the Union Executive Board shall be granted 4 hours of administrative leave each month to attend Executive Board meetings; and

(e) administrative leave, provided in Section 36.2, may be used by Executive Board members, stewards, and other designated representatives to attend Union conventions, training, seminars and conferences.

36.2 Paid time used under this Article shall be charged to administrative leave. There shall be established an Administrative Leave Bank a maximum of 1000 hours per year for use by SLT Unit Council representatives and a maximum of 1700 hours per year for OPT Unit Council representatives as defined in this Agreement. Any leave used under this procedure shall be recorded and charged in accordance with procedures agreed upon by the parties. The Union shall make every effort to give as much advance notice as possible. Leave not used in any year shall not be carried over to the next year.

36.3 The Union shall provide the Employer with a current list of Union officers and representatives. County employees designated shop stewards shall be limited to 60 OPT and 40 SLT employees on the effective date of this Agreement.

36.4 Bargaining unit employees who are members of the Union bargaining committee shall receive reasonable administrative leave in connection with contract negotiations and preparations.

36.5 Administrative Leave for Secretary/Treasurer or Recorder

The Secretary/Treasurer or Recorder, at the discretion of the President of the UFCW Local 1994, MCGEO effective December 31, 2010 shall be released from work 80 hours per pay period to engage in representational activities of the Union. Each member of the bargaining unit will be assessed ½ hour for each year of this Agreement of annual or compensatory leave, which leave shall be contributed to an administrative leave bank for the purpose of providing administrative leave to the Secretary/Treasurer or Recorder.

36.6 Notification and Authorization for Attending County Meetings

Authorized employees scheduled to attend County meetings such as the Safety Committee, Sick Leave Donor Committee, LMRC, Light Duty Committee, Health Benefits Committee, or other bilateral committees the parties agree to convene will be allowed to attend such meetings on County time at no loss of pay or benefits. Employees attending such meetings that cause them to be absent from their work assignment shall notify supervisors as far in advance as possible. Such absences will be subject to the approval of the employee's supervisor and will not be charged to the Union's ADL Bank.

36.7 Bulletin Board Space

The Employer agrees to provide reasonable space for Union notices on existing bulletin boards that are used for the posting of employee notices. At worksites that do not have bulletin boards, the Union will provide a board of reasonable size, which the Employer will install. Any material that is placed on Union bulletin board space that is in any way detrimental to the labor-management relationship may be removed by either party.

36.8 County’s Inter-office and Electronic Mail Systems

(a) The Union may send and receive mail through the County’s inter-office and electronic mail systems.

(b) Union offices shall continue to be a County mail delivery site.

(c) Mail transmitted through inter-office and electronic mail systems shall be limited to normal business correspondence and shall not be used for bulk mail purposes.

(d) Any material that is placed on the electronic bulletin board (established for MCGEO to read and post notices or messages) that is in any way detrimental to the labor-management relationship may be removed by either party. The Union is responsible for maintaining the electronic bulletin board site.

36.9 Union Stewards

Union stewards shall not be subject to threats, reprisals, or discrimination based upon their union activities. Stewards must request leave in advance, and obtain approval, before they leave the workplace to participate in Union business.

36.10 Individual Agreements Prohibited

(a) Except for complaints of employment discrimination filed with fair employment practices agencies and disciplinary actions where the employee declines Union representation, the County will not negotiate directly with bargaining unit members about, or enter into agreements with unit members to settle employee grievances or complaints concerning bargainable terms and conditions of employment, without the consent or concurrence of the Union.

(b) When the County negotiates with a bargaining unit member to settle an employment discrimination complaint that a unit member has filed as a private individual with a fair employment practices agency, the County will not, without the consent or concurrence of the Union, negotiate directly with the employee about, or enter into a settlement agreement that includes, provisions that change the bargainable terms and conditions of employment of bargaining unit members other than the individual complainant.

ARTICLE 37 – NO STRIKES OR LOCKOUTS

The Union and Employer will comply fully with the mutual bans on strikes and lockouts during the term of this Agreement in accordance with the provisions of Montgomery County Code Chapter 33, Article VII and the County Charter.

ARTICLE 38 – NON-DISCRIMINATION

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

38.2 In any arbitration under this Article, the party seeking arbitration shall request from the Federal Mediation Conciliation Service an arbitrator experienced in this area.

ARTICLE 39 – COMMUNICATION

39.1 Notice of Work Rule Change

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

(b) Negotiable matters pertaining to administrative procedures, department directives, or policies and rules referenced in this Agreement are subject to addition, change, amendment or modification only after specific notice is provided to the other party with an opportunity to bargain and after the parties reach agreement. If no agreement is reached, the addition, change, amendment, or modification shall not be implemented.

39.2 Copies of Employer Correspondence

The Union shall receive copies of all employer correspondence to bargaining unit members including articles in the *Overtimes* section pertaining to compensation, benefits, and terms and conditions of employment for review and comment prior to distribution.

39.3 Bargaining Unit Employee Information

The Employer will provide, at cost, the following bargaining unit personnel data to the Union on computer disk: street address, city, state, zip code, job title, department, pay grade, salary, top of grade, work location address, date of hire, full or part-time designation, name of insurer (health plan), and retirement group. Home phone numbers will only be provided based upon consent. The information is provided to the Union in its role as the certified representative, is confidential, and may only be used for that purpose.

39.4 Organizational Effectiveness Surveys

The Union shall be provided copies of Organization Effectiveness reports affecting bargaining unit members.

39.5 Communications Facilities

Officials of the Union may be granted reasonable time to address roll calls (in person or by VCR) under the following conditions:

(a) only after the usual roll call business is concluded;

(b) reasonable advance notice is given to the supervisor prior to roll call starting time;

(c) time allowed shall not exceed the regular conclusion of roll call; and

(d) the permission to address roll calls shall not be unreasonably withheld.

39.6 Contract Printing

The County and the Union shall split the cost of the first printing of the Agreement. The first printing shall be the number of Union members as of July 1, 2004. The cost of all subsequent printing shall be paid by the party who requests it.

39.7 Information

The Employer shall provide to the Union, upon written request, information reasonably required by the Union, for representation purposes, as the collective bargaining representative of employees covered by this Agreement, subject to confidentiality restrictions.

39.8 New Employee Orientation

Up to 30 minutes of time, scheduled at a mutually agreed upon time, shall be made available to the Union during the orientation of newly hired employees in bargaining unit positions, for the Union's use in orienting these employees to the collective bargaining agreement. A representative designated by MCGEO shall conduct such orientation to the contract. The Employer shall notify MCGEO at least 2 weeks in advance, when possible, of all new employee orientation sessions.

ARTICLE 40 – PERFORMANCE EVALUATIONS

40.1 Employees shall receive written performance standards at the start of any evaluation period.

40.2 A written work performance improvement plan shall be developed by the Employer, after consultation with the employee, when the employee's overall performance fails to meet the performance standards.

40.3 Upon request, the employee shall receive copies of all performance evaluations and work performance improvement plans.

40.4 These same procedures shall apply to group and team evaluations.

40.5 Performance standards and evaluations are non-grievable and non-arbitrable.

40.6 Approved absences shall not be documented on an employee's performance evaluation or otherwise used for purposes of rating an employee's performance.

40.7 The Performance Planning and Evaluation Procedure for Bargaining Unit Employees can be found in Appendix IX.

ARTICLE 41 – RETIREMENT

41.1 Retirement/Disability Review Process

The parties have submitted legislation to the County Council that amends Montgomery County Code 33-43A to provide for the following revisions affecting bargaining unit employees:

(a) The applicant and the County shall submit all medical information pertaining to the medical condition of the applicant to the Disability Review Panel. The Panel will inform the parties that the record is complete and of its intent to initiate its review. In the event that either party wishes to supplement the record upon notice from the Panel that it is prepared to begin its review, the Panel shall set a final date, allowing a reasonable amount of time, to submit additional medical documentation.

(1) The final date shall be extended when the applicant prior to the final date makes a reasonable request for more time.

(2) After the final date for supplementation of the medical record, additional medical information will be considered by the Panel or Disability Arbitration Board only if it pertains to reinjury or modification of the medical condition occurring or diagnosed subsequent to the date the Panel's medical record was closed.

(b) The neutral arbitrator shall have his/her fees and expenses paid by the County except for the following situations:

(1) If a cancellation fee results from a party seeking and receiving a continuance such cancellation fee is paid by the party receiving the continuance.

(2) The party submitting information that causes the hearing to be remanded to the medical review panel shall pay the fee associated with that hearing.

41.2 Disability Retirement - Alternative Placement Incentive

When an employee is unable to perform the essential functions of their position in their present or a comparable position within their department due to medical reasons, the County may offer at its option, an alternative placement incentive. This incentive is offered in lieu of service connected disability retirement. Voluntary alternative placement in a position within the County government will include a 5 percent increase in the employee's salary provided it does not exceed the maximum salary of the pay grade assigned the position. The decision as to whether to accept placement under these circumstances shall be made by the employee.

Any employee accepting the alternative placement under the above conditions waives any right to apply for service connected disability retirement provided under Section 33-43A of the Montgomery County Code, based upon the medical condition that caused the alternative placement.

41.3 Retirement Committee

(a) The parties hereby jointly establish a Retirement Benefits Committee for the purpose of reviewing retirement issues. The Committee shall consist of 4 members appointed by the County, and 4 members appointed by the Union. Either party may remove or replace its appointees at any time. The Chair of the Committee will rotate each January 1 from a County designee to a Union designee and vice versa each July 1. The initial Chair shall be a County designee. The purposes and functions of the Retirement Benefits Committee shall be to review existing employee benefits and their provisions and make findings and/or recommendations to the parties regarding changes in retirement benefits. The Committee shall meet not less than once every 2 months. A quorum for conducting business shall consist of at least 3 members appointed by each party.

(b) If the parties are unable to agree on the implementation of any recommendation, the appropriate statutory provisions concerning bargaining and impasse may be used only by joint agreement, in order to resolve the dispute. Absent such agreement, either party may present proposals on any recommendation consistent with Section 33-108(a) of the County Collective Bargaining Law. In the event the Employer reaches agreement with any other certified bargaining representatives on any recommendation, such agreements shall not be binding on this bargaining unit.

41.4 Employee Retirement System

The parties will submit legislation to the County Council that would amend Montgomery County Code to provide for the following revisions affecting bargaining unit employees.

(a) Group E

(1) Non-integrated Plan:

(A) Pension Formula - 60 percent @ 25 years; 72 percent max plus sick leave credits for an overall max of 76 percent.

For a Group E member who is a member of the optional plan and retires on a normal retirement, the annual pension must equal 2.4 percent of average final earnings, for each of the first 25 years of credited service completed, and 2 percent of average final earnings for each year of credited service of more than 25 years, to a maximum of 31 years plus sick leave credits. Years of credited service of less than one full year must be prorated. Sick leave credits used for years in excess of 25 years must be credited at 2 percent of average final earnings. The maximum benefit with the application of sick leave credits must not exceed 76 percent of average final earnings.

(B) Contributions

For members of group E who are in the Optional Retirement Plan, the contribution is 8½ percent.[4]

(2) Integrated Plans (Optional and Mandatory):

(A) Pension Formula – 60 percent @ 25 years; 72 percent max plus sick leave credits for an overall max of 76 percent, up to SSNRA; reduce the pre-SS benefit to 1.25 percent of average final earnings after attainment of SSNRA.

For a Group E member in the integrated retirement plan who retires on a normal retirement, the annual pension must be computed as follows:

(i) From the date of retirement to the month that the member reaches Social Security normal retirement age: 2.4 percent of average final earnings, for each of the first 25 years of credited service completed, and 2 percent of average final earnings for each year of credited service of more than 25 years, to a maximum of 31 years plus sick leave credits. Years of credited service of less than one full year must be prorated. Sick leave credits used for years in excess of 25 years must be credited at 2 percent of average final earnings. The maximum benefit with the application of sick leave credits must not exceed 76 percent of average final earnings.

(ii) From the month the member reaches Social Security normal retirement age: 1.25 percent of average final earnings up to the Social Security maximum covered compensation in effect on the date of retirement for each year of credited service to a maximum of 31 years plus sick leave credits, plus 2.4 percent of average final earnings above the Social Security maximum covered compensation in effect on the date of retirement, for each of the first 25 years of credited service completed, and 2 percent of average final earnings above the Social Security maximum covered compensation in effect on the date of retirement, for each year of credited service of more than 25 years, to a maximum of 31 years plus sick leave credits. Years of credited service of less than one full year must be prorated. Sick leave credits used for years in excess of 25 years must be credited at 2 percent of average final earnings above the Social Security maximum covered compensation in effect on the date of retirement.

(B) Contributions

For group E members of the Integrated Retirement Plan, the contribution is 4¾ percent up to the maximum Social Security wage base and 8½ percent of regular earnings that exceed the wage base.[5]

(b) Group H - Normal Retirement Date

Effective July 1, 2002, the normal retirement date for a member of the SLT bargaining unit in Group H as of June 30, 2002 and a Police Telecommunicator in Group H as of June 30, 2002, will be when the member has met the following requirements:

(1) has at least 5 years of credited service and has reached age 60, or

(2) has at least 30 years of credited service and has reached age 50.

(c) Group H - Integrated Plans (Optional and Mandatory):

(1) Pension Formula

4 Funding for section 41.4(a)(1)(B) was rejected by Council on May 9, 2011. Council alternative approved May 26, 2011, see Appendix XXII.
5 Funding for section 41.4(a) (2) (B) was rejected by Council on May 9, 2011. Council alternative approved May 26, 2011, see Appendix XXII.

For an H member in the integrated retirement plan who retires on a normal retirement, the annual pension must be computed as follows:

(A) From date of retirement to the month of attainment of Social Security retirement age: 2 percent of average final earnings multiplied by years of credited service up to a maximum of 36 years, plus sick leave credits. Credited service of less than one full year must be prorated.

(B) From the month of attainment of Social Security retirement age: 1¼ percent of average final earnings up to the Social Security maximum covered compensation level at time of retirement, plus 2 percent of average final earnings above the Social Security maximum covered compensation level at time of retirement, multiplied by years of credited service up to a maximum of 36 years, plus sick leave credits. Credited service of less than one full year must be prorated. This amount is subject initially to the cost-of-living adjustment provided in the Montgomery County Code, Article III, subsection (c) of Section 33-44 from date of retirement to Social Security retirement age.

(2) Contributions (applicable to Section 33-39(a)(2)(A)(i)&(vi))

Group H - 4 percent up to the maximum Social Security wage base and 6 percent of regular earnings that exceed the wage base.[6]

(d) Groups H & E-Cost-of-living Adjustments[7]

(1) A member enrolled on or after July 1, 1978, must receive 100 percent of the change in the consumer price index up to 3 percent, and 60 percent of any change in the consumer price index greater than 3 percent, up to a total adjustment of 7½ percent in any year. The 7½ percent annual limitation does not apply to:

(A) a retired member who is disabled; or

(B) a retired member in a County fiscal year that begins after the member reaches age 65.

(2) Partial Disabilities

Eliminate.

41.5 MCGEO Deferred Compensation Plan

Upon notice by the Union that the Union deferred compensation plan is prepared to accept auto enrollments, the Employer agrees to withhold from unit members' biweekly pay such contributions as specifically directed by the Union or its administrator. Union or its administrator is responsible for notifying Employer of any contribution change. Employees may opt out of any auto enrollment program at anytime in accordance with terms established by the Union and such opt out requests shall be transmitted to the employer by the Plan or its administrator for processing consistent with existing protocol for contribution changes. The Union will administer the auto enrollment arrangement in accordance with all applicable state and federal laws, including but not limited to:

- preparing and distributing all required notices on a timely basis;
- processing withdrawals of contributions made within the first 90 days of participation;
- establishing default investment.

41.6 Board of Investment Trustees

The County shall submit legislation to accomplish the following: Amend Montgomery County Code section 33-59 Board of Investment Trustees to increase board membership from 13 trustees to 16 trustees. Two of the additional board members shall be individuals recommended by the exclusive representative of the OPT bargaining unit per the requirements set forth in Section 33-59(b)(3)(A) of the Montgomery County Code. The remaining additional board member shall be appointed per the requirements set forth in Section 33-59(b)(3)(E) of the Montgomery County Code. Further, the president of OPT/SLT shall serve as per the requirements set forth in Section 33-59(b)(2) of the Montgomery County Code.

The parties agree to jointly submit legislation to the County Council providing that for the purposes of retirement benefit calculation, all bargaining unit members shall be credited at the annual salary amounts as if a 4.5% cost of living adjustment had been paid in FY-2010. This means that for a RSP or GRIP participant who is on the County payroll as of June 30, 2009 and who is also on the County payroll as of June 30, 2010 the County will make a one time contribution to the participant's RSP or GRIP account on the second pay period in July 2010 of .36% of the participant's FY 2010 earnings (as defined in the RSP or GRIP).

6 Funding for section 41.4(c)(2) was rejected by Council on May 9, 2011. Council alternative approved May 26, 2011, see Appendix XXII.
7 Funding for section 41.4(d)(1) was rejected by Council on May 9, 2011. Council alternative approved May 26, 2011, see Appendix XXII.

41.7 Public Safety Employees Retention/Recruitment Committee:

The parties agree to establish a joint committee consisting of an equal number of union representatives and employer representatives for the purposes of studying improved recruitment and retention of Public Safety Telecommunicators, including the placement of these employees in the Group E ERS retirement plan. The committee shall discuss and vote upon whether or not to adopt recommendations. The committee shall report to the parties before September 1, 2009.

41.8 Pension Credit and Contributions for Military Service

The County shall submit legislation to accomplish the following: Amend County Code Section 33-41 and relevant personnel regulations. Active employees who are called to duty during employment shall be credited with up to five (5) years of services in the armed forces of the United States towards their County credited service if they return to County service or apply for reemployment and submit proof of military service within one year of leaving military service and without taking other employment. Upon return to County employment, the County agrees to make any required employer and employee contributions for the period of military service. In order for employees to be eligible for this credit, the military service must qualify under the Uniform Service Rights and Reemployment Acts (USERRA).

41.9 The County shall not make the employer retirement contribution for bargaining unit members in groups A, E, and H of the Montgomery County Retirement System, during the July 1, 2011- June 30, 2012 Fiscal Year, Groups A, E, and H bargaining unit members would not earn service credit during the July 1, 2011- July 30, 2012 Fiscal Year. However, employees in groups A, E, and H would continue to contribute to the ERS during that period. [8]

41.10 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.

The parties shall continue their study of the union's Adjustable Pension Plan (APP) proposal to address the need for employee retirement security, the County's fiduciary responsibility, and avoidance of any accrued actuarial liability as a result of implementing the APP. If the parties reach agreement on the APP, the parties will submit legislation to the County Council to implement the APP by January 2014. Should the parties not reach agreement on the APP by October 2013, the parties retain their rights to impasse resolution under the Collective Bargaining Law.

41.11. *Deferred Retirement Option Plan (DROP).* The Employer shall seek the introduction of legislation to the County Council, on or before April 1, 2015, to amend the Montgomery County Code, Chapter 33, Article III to provide for a Deferred Retirement Option Plan (DROP) for sworn deputy sheriffs and uniformed correctional officers under a new Section 33-38A(c), established as follows, with an effective date of July 1, 2015:

Any employee who is a sworn deputy sheriff or uniformed correctional officer (as defined in (a)) who meets the eligibility requirements may elect to retire but continue to work and have pension payments contributed to a DROP account. Pension payments must not be paid to the employee while the employee participates in the DROP. When the employee's participation in the DROP ends, the employee must stop working for the county, begin receiving pension benefits based on the employee's credited service and earnings as of the date that the employee began to participate in the DROP, and receive the DROP account balance.

(a) "Deferred Retirement Option Plan" or "DROP" means the DROP program for sworn deputy sheriffs and uniformed correctional officers. Uniformed Correctional Officer includes only the following positions: Correctional Officer I, Correctional Officer II, Correctional Officer III, Correctional Dietary Officer I, Correctional Dietary Officer II, and Correctional Supervisor-Sergeant.

(1) Eligibility. A sworn deputy sheriff or uniformed correctional officer who is at least age 55 years old and has at least 15 years of credited service or is at least 46 years old and has at least 25 years of credited service may participate in the DROP.

(2) Application requirements. An eligible employee must apply at least 60 days before the employee becomes a participant. An employee may withdraw a pending application within 2 weeks of submitting the application.

(3) Employee participation and termination. The employee's participation in the DROP must begin on the first day of a month that begins at least 60 days, but not more than 90 days, after the employee applied and must end 3 years

8 Funding for section 41.10 was rejected by Council on May 9, 2011. Council alternative approved May 26, 2011, see Appendix XXII.

after the employee begins to participate or at an earlier date chosen by the employee. When the employee's participation in the program ends, the employee must stop working for the County and receive pension benefits.

(4) Employment status. An employee who participates in DROP must continue to be a member of the retirement system, earn sick and annual leave, and remain eligible to participate in health and life insurance programs.

(5) Retirement date, retirement contributions and credited service. The retirement date of a employee who participates in the program is the date when the employee begins to participate in DROP, and the employee will not make retirement contributions after that date. An employee who wished to purchase prior service must do so before the employee's participation in the program begins. Sick leave in excess of 80 hours will be credited towards retirement at the beginning of the employee's participation.

(6) Pension benefits.

(A) Before an employee's participation begins, the employee must select a:

(i) pension payment option under Section 33-44 for the regular pension benefits; and

(ii) pension payment distribution option for the distribution of the employee's DROP account balance.

(B) Pension benefits will not be paid to the employee while the employee participates in DROP, but will be deposited in a DROP account established for the employee by the County. The employee must receive the account balance and the County must close the account within 60 days after the employee's participation in the program ends. Subject to the IRC, IRS regulations and other law, the employee may direct that account balance be rolled over into any eligible retirement plan.

(C) An employee must direct the Board of Investment Trustees to contribute pension benefits to the employee's DROP, account to be invested in one or more of the investment options selected by the Board. An employee's selection of investment options remain in effect until the employee changes the investment selection. An employee must select investment options in order to participate in DROP.

(D) After the employee's participation in DROP ends, the employee's pension benefit will be based on:

(i) the employee's credited service immediately prior to the beginning of the employee's participation in the program, adjusted to include credit for unused sick leave under Section 33-41;

(ii) the employee's average final earnings, excluding earnings during the period of participation in DROP; and

(iii) increases in the consumer price index during the period of the employee's participation that would have resulted in an increase in the employee's pension benefit if the employee had not been participating in the program.

(7) Disability Retirement. An employee may apply for disability retirement prior to the termination of the employee's participation in the program. An employee who receives a service connected disability retirement will receive either, as elected by the employee, the DROP account balance or the service connected disability benefit that would apply had the employee not entered DROP with no DROP account balance. An employee who receives a non-service connected disability retirement will receive the non-service connected disability retirement benefit calculated as of the member's DROP entry date and the DROP account balance. If an employee's participation in DROP ends before a final decision is made on the disability retirement application, the DROP account will not be distributed until a final decision is made.

(8) Death Benefit. If an employee dies during the employee's participation in the program, the employee's beneficiary will receive:

(A) the death benefit that the beneficiary would have received if the employee had retired on the date on which the employee began to participate in the program, adjusted under subsection (6)(D); and

(B) the balance of the employee's DROP account.

(9) DROP account distribution options. An employee may elect to have the DROP account distributed as a lump sum or an annuity, or to have some or all paid directly to an eligible retirement plan as a direct rollover distribution. If the employee dies before the balance of the DROP account is distributed, the beneficiary may elect to receive distribution of the balance according to any option described in this paragraph as allowed under the IRC and applicable regulations.

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

ARTICLE 43 – RESERVED

ARTICLE 44 – NON-PUBLIC SAFETY RETIREMENT PLANS

44.1 Retirement Options

The parties have submitted legislation to the County Council that would establish a Defined Contribution Retirement Plan for non-public safety employees hired on or after July 1, 1994, and any other employee who desires to transfer to the new system from the existing retirement system.

The parties shall submit legislation to the County Council that would establish a one-time irrevocable choice between the Defined Contribution Retirement Plan (RSP) and the Guaranteed Retirement Income Plan (GRIP) for non-public safety employees hired on or after July 1, 1994.

See Appendix XIX for GRIP Specifications.

44.2 Contributions

Employees must contribute 3 percent of base salary up to the FICA maximum, and 6 percent of base salary above the FICA maximum. The Employer will contribute an amount equal to 6 percent of the employees' regular earnings. Effective the first full pay period following July 1, 2008, employees must contribute 4 percent of base salary up to the FICA maximum, and 8 percent of base salary above the FICA maximum. The Employer will contribute an amount equal to 8 percent of the employees' regular earnings.

Bargaining unit members participating in the RSP would be credited with the County contribution of 6% instead of 8% of employee's regular earnings for the July 1, 2011- June 30, 2012 Fiscal Year. However, RSP participants shall continue to pay their full contribution rate during the same period.[9]

44.3 Vesting and Cashout

The employee will be 100 percent vested in the Employer contributions after 3 years. If the value of the employer/employee account is less than $5,000, cashout or rollover is mandatory. If the value of the account is greater than or equal to $5,000, cashout or rollover is upon employee request, subject to the requirements of the Internal Revenue Service Code.

44.4 Investment Options

There will be at least 3 investment options available, consistent with the IRS code, available for the employee to choose from. Each participant will be eligible for up to 2 hours of investment counseling each year.

44.5 Long Term Disability Benefit

The following constitute benefits provided under the long term disability component of the defined contribution plan:

(a) Basic Benefit:

(1) Service connected: 66 2/3 percent of pay

(2) Non service connected: 2 percent of pay x yrs. service, minimum 30 percent, maximum 60 percent of pay.

(b) Definition of Disability:

(1) Service connected: your occupation for 3 years; after 3 years any occupation with similar earnings.

(2) Non service connected: your occupation for 1 year; any occupation thereafter (see current LTD plan for longer definition).

(c) Date Payment Ends:

(1) Service connected: life (or until recovered prior to age 65).

(2) Non service connected: age 65 or until recovery.

9 Funding for section 44.2 was rejected by Council on May 9, 2011. Council alternative approved May 26, 2011, see Appendix XXII.

(d) Eligibility:

All bargaining unit employees regularly scheduled to work 20 or more hours (.5 work year or more).

(e) Direct Offsets:

Offset is dollar for dollar for actual payments received from Social Security or Workers' Compensation. Lump sum Workers' Compensation payments will be annuitized as is currently done. Offsets also made for lifetime annuitized total defined contribution account balances regardless of whether or not they are annuitized or paid out.

(f) Earnings Offset:

Earnings reduce LTD benefits on a 1 for 3 basis. Earnings include "Incorporation" income from a company controlled by a family member or due to work performed. There is no specific limit to the sum of LTD benefit plus income.

44.6 Severance Pay Plan

(a) The purpose of the severance pay plan is to pay severance benefits to those members of the retirement savings plan of the employees' retirement system who are not eligible for a discontinued service pension under Sections 33-45(d) and (e) of the County Code.

(b) Termination of employment is the loss of a person's job through the abolishment of a position or through administrative action of the County. Termination of employment does not include the voluntary decision by an employee to leave the service of the County.

(c) Benefits

(1) Severance benefits will be paid as follows:

0 to 1 years of service completed	not eligible
over 1 to 5 years of service completed	6 weeks pay
over 5 to 7 years of service completed	8 weeks pay
over 7 to 9 years of service completed	10 weeks pay
over 9 years of service completed	12 weeks pay

(2) Severance pay will be based upon pay rate on the date of separation from the County employment.

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

44.7 Guaranteed Retirement Income Plan

Effective the first full pay period following July 1, 2009, employee account balances shall be credited with an employer contribution of eight percent of employee's regular earnings. Employees must contribute 4 percent of base salary up to the FICA maximum, and 8 percent of base salary above the FICA maximum. The Board of Investment Trustees shall direct investments under the Plan per the ERS. The employer shall annually (effective the first full pay period following July 1st) credit each account with an investment credit of 7.25%.

The employee will be 100% vested in the Employer contributions and investment credits after 3 years of participation.

Employees electing to participate in GRIP rather than RSP shall also receive the benefits listed in 44.5 and 44.6 of this article.

For employees hired on or after July 1, 2009, employees shall be offered a one time irrevocable choice between the RSP with the contributions as enumerated in Article 44.2 or the GRIP. Employees must make an election 150 days from the date of employment, to be effective as of the first full pay period following the 180 days. If the employee fails to make an election, the employee will automatically be enrolled in the RSP upon the expiration of the 180 day period.

Bargaining unit members in the GRIP would be credited with the County contribution of 6% instead of 8% of employee's regular earnings for the July 1, 2011- June 30, 2012 period. However, GRIP members would continue to contribute their full contribution rate during the same period.[10]

44.8 Post-Employment Group Insurance Committee:

The parties agree to establish a joint committee consisting of an equal number of union representatives and employer representatives for the purposes of studying insurance cost saving measures regarding post-employment group insurance, including

10 Funding for section 44.7 was rejected by Council on May 9, 2011. Council alternative approved May 26, 2011, see Appendix XXII.

eligibility, premium share for employees hired on or after 7/1/08, and coverage. The committee shall report to the parties before September 1, 2009.

44.9 Retirement Plan Liability Reductions

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

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

44.10

The parties will submit legislation to the County Council that would amend the Montgomery County Code to provide for the following revisions affecting bargaining unit employees;

The County shall offer an annuity distribution option for Retirement Savings Plan ("RSP") members. This annuity distribution is subject to the county receiving favorable private letter ruling from the IRS>

Upon the election of the RSP annuity option, the employee's RSP account balance will be transferred to the Employees Retirement System (ERS) to provide a monthly annuity as provided in the Montgomery County Code section 33-44 (g)(2) (the GRIP annuity provisions).

- Life Annuity. The employee's account balance is calculated as a life annuity which is a monthly benefit paid over the employee's lifetime with no benefits payable after death.

- Joint and Survivor Annuity. The employee's account balance is calculated as a joint and survivor life annuity which is a monthly benefit paid over your lifetime. At the employee's death, the employee's surviving joint annuitant, who must be the employee's spouse, child or eligible domestic partner, will receive a percentage of the benefit for the rest of his or her life. Generally, the larger the percentage the employee's joint annuitant receives, the less the amount that will be paid to the employee during the employee's lifetime. The employee may choose any percentage but not less than 10%. Typically percentages elected are 100%, 70%, 50%, 30% or 20%. Benefits end when both the employee and the employee's joint annuitant die.

- Note: any benefits due to a joint annuitant who is a minor will be paid in accordance with applicable State law. Under most State laws, minors cannot receive pension payments directly.

The County shall change the default option from the RSP to the Guaranteed Retirement Income Plan ("GRIP") for all new employee members as follows:

Eligible full-time employees are required to participate in wither the RSP or the Guaranteed Retirement Income Plan (GRIP). Employees cannot participate in both PLANS, nor can they change Plans. Bargaining employees hired after July 1, 2015 will be aut9omatically enrolled in the GRIP, unless they complete an election from to participate in the RSP. To enroll in the GRIP, employees do not need to complete an election from, GRIP membership will begin the first full pay period 180 days after the date of hire.

For part-time employees, participation will continue to be optional. Therefore, no default option is necessary.

This default option for members shall become effective (subject to legislative approval) on July 1, 2015.

The parties further agree that the County pension plan will not be subject to the upcoming collective bargaining reopener in Fall of 2014.

ARTICLE 45 – FAMILY AND MEDICAL LEAVE

45.1 Definition

Family and medical leave is paid or unpaid leave granted to eligible employees for the purposes stated in the federal Family and Medical Leave Act (FMLA) of 1993.

45.2 Eligibility

An employee who has been employed by the County for a total of 12 months, and who has been in a work status for at least 1040 hours in the preceding 12 months, must be allowed to use 12 work weeks per leave year of any combination of annual leave, sick leave, disability leave, parental leave, and leave without pay for any one or more of the following reasons:

(a) to care for the employee's newborn or newly adopted child or to care for a foster child newly placed with the employee;

(b) to obtain prenatal care for the employee or to arrange for the adoption or foster care placement of a child with the employee;

(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, 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.

(d) because of the employee's serious health condition that makes the employee unable to perform the functions of the employee's position.

45.3 Leave Year

The leave year begins with the first full payroll period of a calendar year and ends with the payroll period in which December 31 falls.

45.4 Work Week

A work week for FMLA purposes consists of the average number of hours that the employee works in a week.

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:

(1) must be taken within 12 months of the birth, adoption, or foster care placement of the child;

(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;

(3) at the employee's option, may be paid leave of the appropriate type, or unpaid leave, or any combination of the two;

(4) must be unpaid leave if the employee has exhausted all appropriate paid leave or does not accrue paid leave;

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

(6) will not qualify as parental leave under Article 18 of this Agreement if the leave is taken to care for a newly placed foster child, or if the employee has exhausted the 720 hours of parental leave provided per 24-month period under Article 18.

(b) FMLA leave that does not qualify as parental leave under Article 18 of this Agreement may not include sick leave beyond the limitations stated in section 15.1 of the Agreement.

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

(1) at the employee's option, may be paid leave of the appropriate type or unpaid leave, or any combination of the two;

(2) must be unpaid leave if the employee has exhausted all appropriate paid leave or does not accrue paid leave;

(3) may be used on a continuing, intermittent or reduced work week basis, as needed; and

(4) 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:

(1) the FMLA leave exceeds 5 consecutive work days;

(2) the employee requests to use any amount of annual leave as FMLA leave, and the requested leave would not normally be approved under the standards generally applied to requests for annual leave;

(3) the Employer suspects the employee of leave misuse or abuse;

(4) the employee has been placed on leave restriction and must submit medical certification for any request to use leave for medical purposes; or,

(5) the department's approved leave policy requires medical certification under the circumstances.

(e) 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.

(f) 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:

(1) the employee requests an extension of leave;

(2) circumstances described by the original certification have changed significantly;

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

(4) the employee is unable to return to work after FMLA leave because of the continuation, recurrence, or onset of a serious health condition.

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

(h) If the 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 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 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.

(i) FMLA leave taken for a serious health condition may be taken on an intermittent or reduced work schedule if the medical need can best be accommodated through such a schedule. An employee must attempt to schedule intermittent leave so as not to disrupt the work unit unduly.

(j) FMLA leave cannot be taken to care for the employee's adult son or daughter capable of self care with a disability from which complete recovery is expected.

(k) When returning from 15 or more consecutive days of FMLA leave for the employee's serious health condition other than childbirth, the employee must be referred to Occupational Medical Services for clearance to return to work.

(l) An employee may be temporarily transferred to another position in the department with equivalent pay and benefits to accommodate an intermittent leave schedule or reduced workweek.

(m) Employees must apply for paid FMLA leave in accordance with applicable procedures for the granting of annual leave, sick leave, and parental leave and provide as much advance notice as possible to the supervisor so as not to disrupt the work unit unduly. When unforeseen events occur, notice of the need to use FMLA leave will be given as soon as practicable, ordinarily within 1 or 2 working days.

(n) Employees must provide advance written notice of intent to use leave without pay for FMLA purposes when the need to use the leave is foreseeable. Employees must otherwise provide such notice as is practicable.

(o) (1) Either the employee or supervisor may designate leave as FMLA leave. The supervisor should designate leave as FMLA leave if the information available to the supervisor from the employee indicates that the leave is being taken for an FMLA purpose, and the employee has not requested or otherwise indicated that the leave is FMLA leave. The supervisor must advise the employee prior to the completion of the period of leave that it has been designated as FMLA leave and the reasons for the designation.

(2) A supervisor should designate disability leave as FMLA leave if the leave is taken for an FMLA-qualifying reason under Section 45.2(d) of this Article. An employee on disability leave that is designated as FMLA leave cannot be forced to take a light duty work assignment until the employee has exhausted the employee's FMLA leave.

45.6 Limitations on Sick Leave Usage

Sick leave may only be used for the following FMLA purposes:

(a) to care for the employee's newborn or newly adopted child, provided that the leave qualifies as parental leave under Article 8 of this Agreement;

(b) to care for the employee's newborn or newly adopted child, if the leave does not qualify as parental leave under Article 18 of this Agreement, subject to the limitations on family sick leave in Section 15.1 of this Agreement;

(c) to obtain prenatal care for the employee;

(d) 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, subject to the limitations on family sick leave in Section 15.1 of this Agreement; and

(e) because of the employee's serious health condition that makes the employee unable to perform the functions of the employee's position.

45.7 Recording of Family and Medical Leave

Leave used for FMLA purposes will be recorded as FMLA leave, and, as applicable, as annual leave, sick leave, disability leave or leave without pay.

45.8 Relation to Other Benefits

(a) An employee who uses leave without pay under this section will retain all health and life insurance benefits for the entire period of leave without pay. Such employees may defer payment of the employee's share of the cost of such benefits until the employee returns to pay status. If the employee elects to defer such payments, the employer will deduct one-sixth of the total amount owed from the employee's next 6 paychecks upon return from FMLA leave.

(b) The employee must be restored to the same or an equivalent position with equivalent benefits upon return from FMLA leave.

(c) An employee who uses FMLA leave under this Article shall continue to accrue seniority for all purposes during the entire period of leave.

(d) The use of FMLA leave will not prevent an employee from using other types of accrued or non-accrued leave, subject to the limitations stated in other sections of this Article.

ARTICLE 46 – RECORDS

46.1 Establishment of Records

An employee or designee thereof has the right to review his/her files(s) upon request and at the time and place mutually convenient to the custodian. Employees must be provided a copy of any document that is to be placed in their file and an opportunity to submit a rebuttal to be included in the record. Personnel records may include applicant files, examination records, classification files, employee files and related materials, and medical records. Medical records will be maintained in accordance with Section 46.5 of this Article. The County may retain and store records in various formats, including as electronically imaged documents.

46.2 Official Personnel Records

The Office of Human Resources must keep the County's official personnel file for each employee. The official personnel file must not contain any information about an employee's physical or psychological condition. Investigatory files are not personnel records.

The documents in the official personnel file are limited to:

(a) application for employment or promotion that resulted in appointment or promotion;

(b) employment history, including personnel action documents affecting appointment, promotion, transfer, salary change, or other personnel action;

(c) employee identifying information and emergency contact information;

(d) payroll withholding documents;

(e) insurance, retirement, and other records related to employee benefits;

(f) education records submitted with application for employment or promotion, but not routine training records;

(g) performance evaluations from the last 5 years;

(h) disciplinary action other than written reprimands;

(i) commendations; and

(j) written reprimands from the last 12 months.

46.3 Department Operating Record

(a) A department director may maintain employee records necessary for program level operations. Operational records must not contain any information about an employee's physical or psychological condition.

(b) Departmental records shall include records of an employee's training, including selection for training or apprenticeship, for the entire period of an employee's employment and must be kept for 6 months after the employee leaves County employment.

(c) If an employee transfers to another department, the department director must give the employee's training records to the new department and the department director must send a copy of the operating record to the employee's new department.

(d) The documents in the departmental operating record are limited to:

(1) home address and phone number;

(2) current job information, which may include the job description and location;

(3) employee emergency contact information;

(4) training records;

(5) timesheet and leave data necessary to verify payroll;

(6) leave records from the last 5 years;

(7) performance evaluations and supporting documentation from the last 5 years;

(8) commendations from the last 5 years;

(9) disciplinary actions, excluding written reprimands, from the last 5 years;

(10) documents from health care providers concerning medical appointments, light duty, or return to work; and

(11) written reprimands for 12 months

46.4 Supervisory File

(a) A supervisor may maintain a file for each employee supervised that contains documents related to the previous 12 months. Supervisory records must not contain any information about an employee's physical or psychological condition, but may include:

(1) copies of records contained in the departmental operating record;

(2) commendations and verified complaints from customers concerning the employee's job performance or conduct;

(3) notes made by the supervisor during a performance review or other counseling sessions with the employee;

(4) copies of the employee's completed work assignments, draft documents, or work in progress; and

(5) written communications between the employee and the supervisor concerning performance or conduct issues.

(b) A supervisor must permit an employee to review the supervisory file upon request and provide a rebuttal to any document in the supervisory file and have it placed in the file. Supervisors are required to provide a copy to the employee before placing the document in the supervisory file.

(c) A supervisor must provide to an employee a copy of any document that the supervisor places in the official personnel file or departmental operating record and allow the employee to submit a rebuttal to any adverse document. The supervisor must have the employee's rebuttal placed in the file.

(d) A supervisor may maintain informal notes regarding performance or other information about an employee under the supervision of that supervisor. Supervisory notes are not considered official employee records and are not subject to review by the employee or others and not be the basis for any adverse action against the employee unless incorporated into a document for which notice is received.

46.5 Medical Record

(a) The OHR Director must maintain the medical record of each employee.

(b) The OHR Director must limit the medical record of an employee to:

(1) County examination records;

(2) records obtained or received from a health care provider about the fitness of an employee or applicant or a request for disability retirement;

(3) a medical waiver or release signed by the employee;

(4) a request by the employee's supervisory or department director for an additional or special medical examination and the record of an action taken in response to the request;

(5) result of a medical test, examination, or procedure including psychological examination or report; and

(6) information provided by the employee or other person that relates to the health or health care of the employee.

(c) Medical records are confidential. OHR must maintain medical records in a secure location apart from other employee records.

(d) An employee's medical record is confidential and is available on a need-to-know basis to:

(1) the CAO;

(2) the OHR Director;

(3) the County Attorney;

(4) members of the MSPB;

(5) the Disability Review Panel; and

(6) the Disability Arbitration Board; and Workers' Compensation administrators.

An employee must provide signed authorization for the release of medical information to anyone not listed in (d) above.

(e) The custodian of medical records shall not release psychological or psychiatric records directly to the employee when the release is contrary to State law.

46.6 Adverse Material

The Employer agrees to remove and destroy adverse material in an employee file. Specifically, written reprimands shall be limited to one year. Disciplinary action shall be limited to 5 years in the operating file. Adverse actions in supervisory file shall be limited to one year..

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 47 – NEGOTIATIONS PROCEDURES

(a) Each party will appoint a chief spokesperson; discussion by other members of each team will be first cleared through the chief spokesperson.

(b) The parties will agree on a specified number of bargaining team members, excluding observers and consultants, prior to the beginning of each negotiations cycle.

(c) The parties agree to consult in advance about the general and specific content of all press and public communications dealing with the directions and accomplishments of the teams that might be released from time to time by the parties either jointly or independently. In order to maintain the integrity of the negotiation process, the specific content of any given proposal or counter proposal will not be divulged.

(d) Generally, meetings shall be held at mutually agreed upon facilities. If meetings are held at a facility that requires payment for the use of that facility, the parties shall equally share the costs, as well as the cost of meals and refreshments.

(e) Should either party suggest an impasse, the procedure as provided for in the collective bargaining statute relating to an impasse will be followed. In the event that the parties are unable to agree upon a third party, as required, the parties agree to submit their impasse to the Labor Relations Administrator for assistance in the selection of a third party.

(f) The cost for the services of the third party shall be borne equally by the County and the Union.

(g) All items agreed upon in negotiations must be reduced to writing and certified by the chief negotiators of both teams. Each party must complete the negotiated proposals through ratification by its organizational authority. Any negotiated provision requiring action of the County Council shall not become effective until the required action is taken.

ARTICLE 48 – ERGONOMICS

The County and the Union agree to conduct a study of computer workstations and to recommend specific measures, which may include employee training, designed to remediate the potential for repetitive motion injuries. If the parties find it to be beneficial an outside consultant may be utilized to assist in the study. The County may implement recommendations for workstation redesign and employee training. In the event either party fails to fully implement the recommendations of the study the Agreement shall be reopened on negotiable matters, and the impasse procedures contained in the County Collective Bargaining Law shall apply.

In the interim, the County agrees to implement ergonomic standards as prescribed by the State of Maryland.

ARTICLE 49 – RE-OPENER

49.1 In the event any provision of this agreement becomes inoperative because of County Council action or inaction, that provision shall be subject to re-negotiation at the request of either party consistent with Montgomery County Code, Section 33-108 (k). The parties agree to adopt, as a provision of this Agreement, those portions of the content of Section 33-108(k) that are required by law.

49.2 Reopener for Third Year

For the third year of the contract in November 1, 2014, the contract will reopen for negotiations on the following topics:

(a) Wages

(b) Service increments

(c) Longevity

(d) Workers' Compensation and disability leave; in the event the subject matter cannot be resolved by the Labor Management Wellness Committee incorporated in Appendix XXII of this agreement

(e) Public Safety Retirement Plan to include DROP Program (The parties may, by agreement, engage in information requests and exchanges on an informal basis beginning on or before September 1, 2014.)

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, 2015.

ARTICLE 50 – LEGAL DEFENSE AND REPRESENTATION

(a) The Employer shall provide legal defense and indemnification to employees in any civil action that alleges damages resulting from the tortuous acts or omissions committed by the employee on duty and within the scope of his/her employment pursuant to the Local Government Tort Clams Act (Section 5-401 et seq., Court and Judicial Proceedings Article, Annotated Coded of Maryland).

(b) In order to be covered, the employee must cooperate fully with the County Attorney's Office and must not sue another County employee on any matter related to the subject civil action. The Employer shall have no obligation to provide unit members representation for incidents occurring during secondary employment.

(c) Pursuant to the law, the employee is responsible for any judgment where it is found that the employee acted with actual malice. However, the Employer reviews each case to determine whether it will indemnify the employee in such a situation.

(d) The Employer shall provide legal representation to unit members for on-duty incidents within the scope of employment that result in a criminal investigation, grand jury inquiry, or criminal charges. The Employer shall have no obligation to provide unit members representation for incidents occurring during secondary employment or incidents outside the scope of employment.

(e) If the unit member is indicted or otherwise formally charged with a criminal offense for conduct occurring while on-duty and within the scope of employment, the Employer shall reimburse the employee for the cost of his/her legal defense if the member is found "not guilty", the charges are dismissed by the court or the prosecutor enters "nolle prosequi." The Employer shall have no obligation to reimburse unit members if the unit member receives probation before judgment, stet, enters a plea of nolo contendere, or is found "guilty."

ARTICLE 51 – JOB SHARING

51.1 Policy on Job Sharing

(a) When an employee wishes to job share, the employee must submit a job sharing plan to the supervisor. If 2 employees wish to share one job, they must both develop the job sharing plan. The plan should include the method of sharing job duties and hours of work for each participant.

(b) The supervisor must review the plan and meet with the employee or employees to discuss the plan. The supervisor should suggest any adjustments to the plan necessary to maintain the effectiveness of the work unit. If the supervisor and employee or employees agree, they must sign a completed Job Sharing Agreement (Appendix J, Montgomery County Personnel Regulations) and submit it to the department director for approval. If they cannot agree, the supervisor must

submit to the department director a written summary of the areas of agreement and disagreement and a copy of the proposed plan.

(c) A department director must review the requested job sharing arrangement under the following criteria:

(1) operational requirements must be met;

(2) service to clients or the public must be maintained or improved;

(3) each office or operation must have enough staff on duty during the normal period of public service, and

(4) the arrangement must not diminish the ability of the department to assign responsibility and accountability to the job sharing employees for providing County services and performing the employees' official duties.

(d) After reviewing the job sharing plan, the department director must:

(1) approve it;

(2) disapprove it; or

(3) suggest changes in the terms for consideration by the employee or employees and the supervisor to help them reach agreement on the plan. The decision of the department director is final.

(e) The department director must give a copy of the approved or disapproved plan to the employee or employees, ensure that a copy is placed in each employee's department operating file, and send a copy to the OHR Director. If the plan is not approved, the department director must give the employee or employees the reason for not approving the request.

(f) If the department director approves a plan submitted by one employee, the department director must:

(1) ask the OMB director to reduce the hours of the existing position to part-time and create a second comparable part-time position;

(2) fill the newly created part-time position under merit system procedures; and

(3) ensure that the duties of the former full-time position are divided between the 2 part-time positions.

(g) If the department director approves a plan submitted by 2 employees, the department director must ask the OMB director to reduce the hours of the existing position to part- time and create a second comparable part-time position for the second employee.

(h) The department director must treat the job sharing positions as part-time positions and the employees assigned to the positions as part-time employees subject to the terms and conditions of part-time employment.

(i) If one of the job-sharing employees leaves, the department director may:

(1) renew the job sharing agreement and fill the vacant position under merit system procedures; or

(2) dissolve the job sharing agreement and return the remaining employee to full-time status.

(3) The decision of the department director is final.

(j) If the department director dissolves the job sharing agreement and the remaining employee refuses to return to a full-time position, the department director may abolish the part-time position and conduct a RIF.

ARTICLE 52 – INQUIRIES INTO ASSERTED ABUSIVE CONDUCT

Article is held in abeyance in accordance with Article 57.

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

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 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.

53.2 Union Security

It shall be a continuing condition of employment that qualified substitute, seasonal, and temporary employees shall become Union members or shall pay a service fee. This provision shall be administered consistent with the provisions of Article 3, Agency Shop, and Article 4, Voluntary Checkoff of Union Fees and Deductions.

53.3 Benefits

Substitute and temporary bargaining unit members may participate in the County's medical, dental, and vision insurance plans by paying 100 percent of the group premium cost.

53.4 Alternative Dispute Resolution

The County shall extend the following Alternative Dispute Resolution/Pre-discipline Settlement Conference process to qualifying substitute, seasonal, and temporary employees in the bargaining unit as defined by Section 33-102(4)(H) of the County Code.

(a) After a statement of charges is issued, but before a notice of disciplinary action is issued, the parties may voluntarily agree to a pre-disciplinary settlement conference.

(b) Up to 2 standing committees (with alternates) may be established to review the proposed discipline.

(c) The Committee is made up of 3 members (one Management representative, one OHR representative, and one Union representative).

(d) Participation is voluntary but the Office of Human Resources makes the final decision for Employer participation.

(e) 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. Presentation and format shall be established by the Committee.

(f) If the parties agree with the recommendation of the Committee and discipline is recommended, the Notice of Disciplinary Action is issued and no grievance can be filed. If the Union disagrees with the Committee's recommendation, it is free to grieve the discipline based upon the Notice of Disciplinary Action. If the Employer disagrees, it may go forward with discipline and the Union may file a grievance.

(g) A Committee member will not review proposed discipline from the member's department.

(h) Rules of procedure will be established by the parties.

(i) If the Union or employee elects to file a grievance concerning discipline it may do so under Article 10 of this Agreement, however, the final decision on the grievance will be the Step 3 decision, at the Chief Administrative Officer level.

53.5 Personal Leave

The qualifying substitute and temporary employees in the bargaining unit, as defined by Section 33-102(4)(h) of the County Code, shall receive one (1) personal day per year after working 1040 hours.

ARTICLE 54 – UNION EMBLEM

54.1 The employer will determine the size and location of a Union decal which will be displayed on all County vehicles assigned to bargaining unit members as take home vehicles.

ARTICLE 55 – COST EFFICENCY STUDY GROUP

The parties shall establish a study group consisting of the Local 1994 President and two (2) other Union representatives; the Director of OHR and two (2) other employer representatives and the purpose of the group shall include, but not be limited to any of the following:

(1) Evaluate the service delivery model for each agency/program/department which employ bargaining unit members;

(2) Evaluate the supervisory/management structure in each agency/program/department which employ bargaining unit member, to include the supervisor to employee ratio;

(3) Evaluate the technology, equipment, and tools supplied to bargaining unit members to perform their duties and responsibilities;

(4) Evaluate the County Executive branch's operating budget to identify potential cost reductions that will not adversely impact same services;

(5) Evaluate the cost effectiveness of current contracts with outside vendors who perform services that can otherwise be performed by bargaining unit members or via other more cost effective ways;

The study group's charge shall be to identify potential cost savings and/or productivity/efficiency enhancement/improvements. Any cost savings shall be dedicated to maintaining services. The study group shall have its first meeting no later than July 30, 2009.

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

ARTICLE 57

CLIMATE/CULTURE SURVEYS AND CONFLICT FACILITATION PROCESS

57.1 Introduction

The County and the Union agree that mutual respect between and among managers, supervisors, employees, and co-workers is integral to the efficient conduct of County business. The purpose of this Article is to establish two programs intended to foster such an environment: (1) a Climate/Culture Survey Process to assess the working climate in departments and (2) a Conflict Facilitation Process. The purpose of these two programs is to facilitate communication and positive working relationships between employees and their supervisors, to foster an environment of mutual respect and one where employees can provide feedback to the County, its Departments and supervisors without fear of retaliation or inappropriate behaviors.

57.2 Duration

The parties agree that this Article shall be implemented as a pilot program effective July 1, 2013 and automatically end two (2) years later on June 30, 2015. For those two (2) years, this Article shall replace Article 52 of this Agreement. At the conclusion of the pilot program, the parties may, by mutual agreement, continue one or both programs contained within this article as fully implemented and established provisions of this collective bargaining agreement. If the parties do not agree to continue the Conflict Facilitation Process past June 30, 2015, the language therein shall become null and void and Article 52 shall become effective again.

57.3 Climate/Culture Surveys

(a) The parties agree to jointly develop, through the LMRC process, a climate/culture survey for use in departments, and/or units within departments, to assess the working climate in departments.

(b) The data obtained from the surveys shall be shared with the parties through the LMRC process and will be used to help identify opportunities for training, joint activities, and other appropriate and mutually-agreed-to activities.

(c) The first survey will be issued within three (3) months after the parties mutually agree to the survey questions but no later than November 1, 2013.

(d) Should the parties mutually agree to continue this process, climate surveys will be conducted at a minimum of every two (2) years.

57.4 Conflict Facilitation Process

(a) The County and the Union will identify, develop and jointly train a cadre of neutral facilitators from the ranks of the bargaining unit and management employees.

(b) Facilitation will be conducted either by a dual/joint County/MCGEO Facilitation Team (i.e., co-facilitation---one facilitator designated by the Employer plus one facilitator designated by MCGEO), or, upon mutual agreement, an outside facilitator.

(c) The Countywide LMRC steering committee will jointly develop operating procedures, including timeframes, rules, size of the facilitator cadre, etc., for the process as well as a list of issues and circumstances that are appropriate and subject to the process (e.g., communication issues, inappropriate behaviors, such as abusive language or behaviors), and issues that are not appropriate for the process (e.g., performance issues).

(d) An employee who believes that he/she has been treated unfairly or inappropriately by his/her supervisor may request facilitation under this process. The employee must make a written request for facilitation via MCGEO and/or the Director of Human Resources, or his/her designee. The process may also be initiated by management. OHR will notify the relevant department director of the request.

(e) Within fourteen (14) days of the request for facilitation, the parties will select co-facilitators who will review the request and the issues involved and to ensure the following:

(1) That the issues are appropriate for the process and have the potential to be resolved by facilitation,

(2) That the issues are not matters that are currently, or were previously brought forward, utilizing the Article 57 process, or the subject or a prior or current grievance or any other pending action/process, and

(3) That the issue is not more appropriately handled in the EEO process.

(f) The co-facilitators will schedule a meeting with all involved parties within five (5) days after reviewing the request.

(g) The process includes the following possible outcomes:

(1) The affected parties to the dispute resolve the dispute;

(2) The parties do not resolve the dispute; the co-facilitators may make recommendations for further action, if any, to the Department Director, OHR Director, and Union. Possible actions include training, skill building, mentoring, referral to the EAP, etc.

(3) Request by any party for OHR intervention, including, providing training, additional facilitation, team-building, etc.

(4) The employee/Union may file a grievance in accordance with Article 10 if the dispute has not been settled to the employee's/Union's satisfaction.

(h) The parties agree

(1) to utilize the conflict facilitation process in good faith;

(2) that no employee shall be subject to retaliation for participating in the conflict facilitation process, and

(3) that the process shall not be used to intimidate or harass supervisors for managing responsibly.

(4) that participation in the process is not voluntary.

57.5 Role and Responsibilities of LMRCs

(a) The County-wide LMRC steering committee shall have overall responsibility for the administration of this Article.

Department/unit LMRCs shall be responsible for the development, distribution, collection and analysis of the climate/culture surveys.

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

By: _____
Gino Renne
President

Montgomery County Government
Montgomery County, Maryland

By: Timothy L. Firestine (acting)
Isiah Leggett
County Executive

Shawn Y. Stokes
Director, Office of Human Resources

William F. Scott
Chief Negotiator

David Stevenson 8/19/16
Approved for Form and Legality
Office of the County Attorney

APPENDIX I – OPT UNIT - SHERIFFS

(a) The clothing allowance shall be $1338.

(b) Procedure for Payment of Clothing Allowance

(1) The clothing allowance shall be paid to the member in quarterly installments every 3 months from the time the unit member is assigned. The amount paid to the unit member shall be pro-rated and paid, on a quarterly basis, in January, April, July and October.

(2) Unit Members transferred to a position that is a non-uniform capacity shall receive a clothing allowance advance under the following conditions:

(A) the member must be transferred from a uniform to a non-uniform status for at least 2 full pay periods;

(B) the member must not have worked in the past calendar year in a unit that receives a clothing allowance; and

(C) the advance received shall be equal to the amount the member is entitled to annually.

(c) Shoe Allowance for Non-uniformed Employees

Unit members receiving a clothing allowance shall receive $105.00 per year for shoes, to be paid as provided in (b) of this Article.

(d) Deputy Sheriffs will receive the above allowances unless otherwise required to wear uniforms.

(e) Deputy Sheriffs who have their police powers removed will not be entitled to clothing allowances during the period of removal.

(f) The Employer will provide a cleaning service to those employees receiving a clothing allowance.

(g) Shoe Allowance for Certain Uniformed Officers

Unit members requiring irregular shoes sizes that are considered “hard to fit”, i.e. size not available through supply, shall receive an annual shoe allowance of $125.00.

(h) Canine officers shall be compensated for the care and maintenance of the canine based upon their regular hourly deputy sheriff rate. Time allowed for care and maintenance shall be .5 hours per day. The officer shall be paid at the overtime rate for care and maintenance for hours in pay status in excess of 40 hours in a work week. The officer shall not be compensated for care and maintenance of the canine on any day in which the canine is housed in a kennel for the entire day (12 midnight to 12 midnight).

(i) During the term of this Agreement, the Employer shall:

(1) allocate up to $50.00 per Deputy Sheriff for the purchase of business cards; and

(2) allocate up to $25.00 per Deputy Sheriff for the purchase of hand held radios and accessories.

(j) The County shall provide the Union with a side letter on vehicles.

(k) The salary schedules for Deputy Sheriffs are found in Appendix VII of this Agreement.

(l) With the prior approval of the Sheriff, a deputy sheriff who is on extradition overnight for one (1) or more nights shall receive four (4) hours of compensatory leave for one night only.

(m) Deputies shall be permitted to have one pair of shoes per year repaired.

(n) The parties commit to work together in an attempt to locate and secure space for a workout facility.

(o) The parties commit to work together in an attempt to locate and secure space for locker rooms.

(p) An employee who works a hospital guard detail shall be paid for a minimum of three (3) hours at one and one half (1 ½) times his/her regular rate of pay.

(q) Work Outside Published Schedules. If the Sheriff’s Office requires deputies to work outside their published, scheduled hours and days and fail to provide the notice negotiated between the sheriff’s office and MCGEO, the deputies shall be paid overtime for all hours worked. However, an employee’s schedule may be changed upon mutual agreement of the deputy and a supervisor.

(r) The Sheriff’s Office will award annual physical fitness incentives to encourage all deputies to remain in their best physical condition.

(i) Program Established. A voluntary physical fitness testing process is hereby established. This test will be offered annually to all unit members. Best efforts shall be made to schedule unit members up to three (3) hours to take this test while on duty as determined by the Sheriff or designee. However, unit members whose work schedule requires that the test be taken while off duty will be granted hour-for-hour compensatory leave (up to three hours), during the administrative pay period in which the test occurs, for time spent participating in the test.

(ii) Test. The components of the fitness test will include body fat composition, aerobic endurance, muscular strength, and endurance and flexibility assessments. These components will be measured through the following means:

Push-ups
Sit-ups (modified)
3 mile walk or 1.5 mile run
Abdominal Stretch
Body fat composition measurement [or, at officer discretion, pull-ups or flexed arm bar hang]

(iii) Points. Point schedules for tests will be developed, which will result in the establishment of three award categories as follows:

Outstanding:	90+
Excellent:	80-89
Good:	70-79

(iv) Awards. Unit members who qualify for an award based upon their test results will receive an annual grant of paid administrative leave in the following amounts, to be used within a year of the date of the test:

Outstanding:	20 hours
Excellent:	16 hours
Good:	12 hours

(s) Deputy Sheriffs who work a ten hour shift that includes the period 11:00 pm to 5:00 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.

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

1. Work Out Facility: The Employer will provide deputies with work out facility, or cover the cost of membership to a health club facility;
2. Cell Phones: All Civil Deputies will be issued cell phones;
3. MDT: All field unit vehicles shall have MDT unit installed prior to being put into use.

APPENDIX II – OPT Unit - DEPARTMENT OF HEALTH AND HUMAN SERVICES

General Issues

(a) The County shall purchase safe needles for use by Nurses and Technicians and maintain a needle stick and sharp instrument protection policy.

(b) The Department shall continue to adhere to the Maryland Nurse Practice Act.

(c) Aging and Disabilities: Prior to a person on-call being sent into the field, the supervisor shall review the need to dispatch a Nurse or Social Worker, or other employee.

(d) HHS and the Union agree that employees who work beyond the regular work day must have prior supervisory approval and must be compensated in compliance with Article 5 of the Agreement. The subject matter of whether overtime is needed within the Department will be forwarded to the Countywide LMRC for consideration.

(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**

School Health Services

(a) Each school health room shall have appropriate medical supplies and equipment as determined by the Nurse Manager in consultation with the health room staff.

(b) School based health staff will be placed on administrative leave when all MCPS schools are closed due to inclement weather. If individual schools are closed, health room staff are to contact their Nurse Administrator/ Manager directly or through the school health services office for an alternate assignment. If an alternative assignment is not available, the unit member shall be placed on administrative leave. Year round staff are expected to remain in work status when schools are closed except that unit members may request annual leave in accordance with Article 14, Section 14.6.

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

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

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

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

(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 – DEPARTMENT OF POLICE

(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.

(b) Crossing Guards

1. Uniform/Equipment List for Crossing Guards

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

2. Crossing guards may request a $275 shoe/boot allowance every three (3) years which includes shoes, winterized boots and rain boots/galoshes.

3. Basic first aid kits will be issued to crossing guards.

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.

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

6. Special Assignment shall be assigned by seniority.

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.

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.

9. The County agrees to provide all crossing guards with first aid training on paid time during regularly scheduled in-service training.

(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:

   - Implement a pilot 4 day/10 hour work schedule.

(d) Police Service Assistants

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.
2. The County agrees to provide a secure parking lot at the new 6th District police stations.
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.
   - Improve security at all stations by having SWAT conduct an assessment and implement accordingly.
   - All front doors to District Station lobbies 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.

(e) Emergency Communications Center

1. The Department agrees to provide conflict and stress management training.
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.
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. The following item will be referred to the LMRC:
   - continued review of, and possible updates to, ECC policy and security protocols.
   - Fence perimeter
   - Improved parking lot lighting
   - The parties agree to create a joint labor-management study committee consisting of three (3) representatives appointed by management and three (3) representatives appointed by the Union to study the assignment of work at the ECC. This committee will report back to the parties no later than June 30, 2012.

(f) Automated Traffic Enforcement Unit – Field Service Technicians

1. The following items will be referred to the departmental LMRC:
   - Laser metro counters shall be provided.
   - IT certification courses shall be provided.

(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…)

(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).

(I) Security Services

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 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 product must be carried while on duty.
5. The County agrees to provide all officers a radio while on duty.
6. Spotlights will be provided on all vehicles.
7. Department will establish a standard rotation every two (2) weeks subject to post requirements and to accommodate employee medical needs. Division Director will review any written complaints by Union about favoritism in location assignment and will respond to the Union in writing.
8. The parties agree there is a need to discuss the allegations of inappropriate behavior of Lieutenants.
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.
10. Business cards will be issued.
11. Hand sanitizer and 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 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.
17. The following items will be referred to the departmental LMRC:
    - 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;
    - 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.

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:

Resource allocation
Officer authority
Career development
Quality of work life
Alternative Schedules
Inmate assaults on staff
Wellness programs
Staff safety
Job rotation
Rights and guidelines during investigations
Visiting police officers ability to carry guns
Review assignments which should be designated as a "two person post"
Non-toxic cleaning products and floor stripping agents (regular reviews will be conducted and Risk Management may be requested to conduct chemical hazard testing)
Install secured, fenced parking area

(b) MCCF-Clarksburg shall have outside perimeter vehicles.

(c) All posts at MCCF-Clarksburg shall be equipped with a personnel monitor emergency device that will alert when staff are in need.

(d) DCR shall equip and train the ERT Unit.

(e) DCR employees shall be trained on equipment appropriate to their assignment as soon as practical.

(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.

(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.

(h) Voluntary and Involuntary Overtime

(1) Definitions

(A) Draft: An involuntary assignment of an officer to work overtime.

(B) Seniority: For the purposes of this Appendix to the Agreement, seniority will mean "time in grade." Time in grade (seniority) for the purpose of this Agreement, excluding purchased credited service under the Employees' Retirement System (Chapter 22, Article III, of the Montgomery County Code) shall be calculated based on total time in grade, which is the effective date of an employee's promotion into that grade, except in cases when breaks in service of 2 or more years occur. In such cases, time in grade prior to the break in service shall not be counted.

(C) Volunteer: An officer who offers to work overtime by his/her own free will.

(2) Request for Overtime Usage

Shift supervisors may utilize sufficient overtime to maintain authorized minimum shift requirements and facility safety and security.

(3) Officer Selection for Overtime

(A) Officers who volunteer for overtime shall be selected on a first come/first serve basis. At each facility, a Voluntary Overtime Sign-up sheet will be posted at roll call, available to officers in that facility. Officers may sign-up to work overtime at one or both facilities. The sign up sheet will be made available 30 minutes prior to the beginning of each roll call. The sheet will be initiated by the on-duty shift supervisor and kept in the shift supervisor's office and monitored by the lieutenants and captains. As the new shift begins, the sign up sheet will be brought to roll call to be turned over to the shift commander of the new shift.

(B) Any officer who has chosen to voluntarily sign-up for overtime can elect to remove his/her name from the Voluntary Overtime Sign-up sheet anytime up to 4 hours prior to the end of his/her shift.

(C) Each facility will exhaust volunteers from its location before assigning volunteers from the other facility. Officers who have volunteered and have been assigned to work at another location must report directly to that facility. It is the shift supervisor's responsibility to insure the post is covered until the officer in transit arrives. Officers will remain in pay status while in transit.

(D) The warden, or designee, may specifically select an officer for special projects involving overtime if a special skill, training or prior experience is needed to accomplish the special project or task at either facility.

(E) An officer who has received a within grade pay reduction as a result of disciplinary action shall be permitted to work voluntary overtime during the reduction period. The officer is subject to the draft.

(F) A draft list will be posted within the first two hours of each shift.

(4) Drafting Officers to Work Mandatory Overtime

(A) When there is a shortage of officers to work any given shift, and volunteers (including volunteers from other shifts and the other facility) cannot be recruited to work overtime, officers shall be drafted.

(B) Each shift supervisor shall prepare and update a list of their officers by seniority and affix the list to the shift supervisor's draft logbook. The draft list will be perpetual. Officers shall be granted reasonable access to the draft logbook and may review it in the presence of a supervisor.

(C) The next officer to be drafted shall be the least senior officer available to work according to the updated draft list. The shift supervisor will notify the officer to be drafted as soon as operationally possible.

(D) The shift supervisor shall record the date the draft was made and the name of the officer who was drafted. The supervisor shall sign as having drafted the officer. This record shall be maintained in the shift supervisor's draft log.

(E) An officer who is drafted shall not be drafted again within a 72-hour period from when the work period ended until such time as all other available officers who have not worked overtime in the past 72 hours have been drafted. Anytime the draft process is initiated, the drafted employee shall be credited with being drafted regardless of the length of time worked. Officers, who are drafted and are able to obtain a volunteer to provide coverage, shall receive credit for their draft.

(F) Refer to LMRC: Emergency pay to officers drafted because poor scheduling failed to maintain adequate shift coverage.

(G) During an emergency, requirements of this directive shall be suspended and Correctional Officers shall be required to work as needed. Emergencies may include, but are not limited to, weather-related emergencies, natural disasters, power failures, terrorist attack, fires, inmate disorders and disturbance, or general facility unrest.

(i) 1. Any Nurse who is identified as the medical charge nurse shall be paid a $1.75 per hour differential for each hour worked.

2. At the beginning of the first full pay period following July 1, 2009, all bargaining unit employees who are Community Health Nurses working in the Department of Correction and Rehabilitation on that date will receive a $1100 one-time, lump-sum retention incentive payment. The retention incentive payment will not be added to base salary. Any bargaining unit employee receiving the retention incentive must remain a Community Health Nurse working in the Department of Correction and Rehabilitation for at least 1 year after receiving the incentive, and must agree to repay a prorated amount of the total incentive to the employer if the bargaining unit employee does not continue working as a nurse in the Department of Correction for the entire 1 year period. The employee will not have to repay the incentive if the employee dies, the County terminates the individual, or the employee is promoted to another position within the Montgomery County government. Employees hired or transferred after July 1, 2013, shall not be eligible to receive this incentive.

(j) DCR INVESTIGATION PROCEDURES

An employee who is interviewed by the Department of Corrections and Rehabilitation regarding a matter which might lead to disciplinary action being taken, shall have the following protections and rights:

(1) The bargaining unit member shall be informed of all his/her contractual rights prior to the commencement of the interview in the form of a handout, which both parties will sign. Copies will be issued to the investigator and person being interviewed.

(2) An employee who is the subject of an interview or investigation that could result in discipline has the right to request union representation. The union representative may be present during an entire interview. DCR shall delay an interview for a reasonable time, not to exceed 120 minutes, to allow the employee to obtain representation.

(3) A complete record (written, taped or transcribed) shall be kept of the complete interview.

(4) All questions directed to the bargaining unit member during the interview will be asked by one investigator.

(5) Should a Statement of Charges be issued, the employee may request and DCR shall provide to the Union, all documentation that supports the disciplinary action. The Department may sanitize the documents to protect privacy.

(6) Prior to any interview or investigation, the Department representative will notify an employee if the interview could result in discipline.

Should the Department determine that, pursuant to the findings of the investigation, discipline is not warranted, the employee will be advised in writing of this conclusion as soon as is practicable.

(k) Emergency Response Team (ERT)

1. As the department regularly replaces equipment for the ERT team, it will be done one a uniform basis so that all unit members receive identical equipment.
2. An employee who is assigned to the emergency response team will receive a yearly stipend of $1200 in the first full pay period following July 1.

(l) DOCR CHN Items

1. Uniform allowance will be increased to $250.00
2. Uniforms can be purchased at any uniform shop providing a receipt is provided.
3. Any appropriate print uniform may be worn by the nurses.

(m) MCCF

1. The following items are referred to the LMRC:
   - Provide non-toxic "Green" cleaning and floor stripping supplies;
   - Provide better cleaning equipment and adequate number of supplies and equipment for each pods;
   - The staff parking lot shall have secured access, to include gates and swipe cards.
   - Discuss: Therapists and psychiatric nurses assigned to MCCF will be placed on a rotating stand by status based on seniority to perform unscheduled work (receive/return phone calls, perform evaluations by phone and/or report to work) and will receive stand by compensation.

(n) MCDC

1. The following items are referred to the LMRC:
   - Secure fenced area for staff parking lot;
   - Upgrade CPU copier;
   - Provide non-toxic "Green" cleaning and floor stripping supplies;
   - Regular equipment maintenance.
2. The following will be completed during the reuse project:
   - Enhance building ventilation;
   - Counselors equipped with body alarms.
3. The County agrees to fix existing cameras in employee parking lot.

(o) PRC

1. The following items are referred to the LMRC:
   - Provide additional employee parking.
   - Create additional employee parking

(p) Pre-Trial

1. The following items are referred to the LMRC:
   - Institute a weapons screening policy to include use of (metal detectors/wands);
   - Develop a security protocol which specifically restricts client movement in a facility;
   - Bullet proof glass for both reception areas
2. A bargaining unit member shall not be required to conduct a field visit alone or unassisted when, based upon reasonable judgment of the bargaining unit member there is a known or perceived dangerous situation.

3. The bargaining unit member assigned to Pre-Trial Services as the security officer will receive the following;

   - Stab vest with mandatory wear by officer;
   - Digital camera;
   - Flashlight;
   - Self defense training.

4. 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 safety of employees when working in the community.

(q) The following items are referred to the LMRC:

- New and better hats;
- Replace current computers with updated models and provide additional computers for unit member usage;

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

(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.

(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.

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

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

(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):

- 6 metal biohazard trash cans with step to open lid (MCDC/MCCF)
- Call bell system (MCCF)
- 1 Welch/Allen portable vital sign machine on wheels (MCDC/MCCF)
- 3 portable digital blood pressure machines
- 4 electronic thermometers
- 6 stethoscopes
- 1 pulse ox meter
- Sphygmomanometer wall unit with cuffs

(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.

(y) The following items will be referred to LMRC for MCDC/MCCF:

- Cut trees along fence at MCDC fence line

(a) Delivery procedures shall be applicable to all licensees. Exceptions can be made if landlords or property owners request them and they do not pose a physical threat to the employees.

(b) DLC shall track all route assignments on a weekly basis, so as to ensure equal work distribution among drivers.

(c) The Department will take necessary steps to minimize double loads.

(d) Drivers will immediately notify their supervisor of equipment missing from the truck.

(e) Supervisors will inspect stops for safety hazards and violations.

(f) DLC shall provide additional manpower at stops where there is a demonstrated need.

(g) DLC and the Union shall establish a Labor Management Relations Committee to discuss routing, safety, and other mutual concerns.

(h) All new DLC trucks will be provided with air-conditioning, if available from the original equipment manufacturer.

(i) DLC employees who handle glass products shall be issued safety glasses.

(j) The Employer will insure that adequate hand trucks and adequate load locks are available as equipment, subject to pre-check and accounting by drivers of existing equipment.

(k) The County provides the following uniforms to DLC warehouse and delivery personnel:

1. gloves;
2. safety shoes as provided by Article 32.5(d)(3);
3. 5 summer uniforms;
4. 5 winter uniforms, to include coats, long-sleeve T-shirts, and sweatshirts;
5. summer and winter uniforms are replaced with 3 uniforms each;
6. rain jackets/ponchos;
7. if requested, overalls, full body or bib, employee choice (employee required to wear them if purchased); and
8. winter hat.

In addition, the County agrees to provide to the aforementioned personnel safety glasses, gloves, aprons, and weight belts. These employees will be required to wear them while on duty.

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

1. Hand held inventory devices; and
2. Vehicle committee.
3. The department shall reduce the height of stacked product in the stores and warehouse to agreed upon acceptable heights;
4. Additional charging stations and extra batteries shall be provided on the floor for all forklifts;
5. A mechanic shall be assigned on site at the warehouse;
6. Battery washing Station;
7. Uniform safety standards:
   - Increase inspections;
   - Equipment: safety glasses, back braces, etc…
8. The parties shall discuss an incentive program to reduce sick leave usage and workplace injuries.

(m) The parties shall establish a joint committee consisting of 5 members (2 union, 2 management, 1 Risk Management) to review and make recommendations on determination of a safe height for storing cases of product at the retail liquor stores and other safety issues. The Committee may appoint one or more outside consultants whose compensation shall not exceed $10,000 total. The Committee shall submit its findings to the parties no later than October 1, 2006. Should the parties not reach agreement on the implementation of the Committee's recommendations, such recommendations shall become a subject of negotiations during term bargaining scheduled to begin in November 2006. Risk Management will provide the bargaining unit

employees in the retail stores with safety training in product handling and storage. This provision shall be effective 15 days after approved by the County Council.

(n) Parties agree to meet and discuss the procedure governing loads and upon agreement enter into a side letter outlining the policy.

(o) The parties agree to enter into an MOU detailing exceptions to the essential employee policy for warehouse personnel.

(p) The Department agrees to provide a list of work teams and their supervisors, listed by name to the Union.

(q) The Department agrees to examine the installation of a panic warning light in the stock room area in each retail store that, if possible, will be connected to the silent alarm. When the silent alarm is activated the light will alert employees in the stock room. The Department agrees to complete the installation no later than December 2008.

APPENDIX VI – OPT/SLT Units – DEPARTMENT OF TRANSPORTATION

(a) Transit Services - Ride-On

1. Gaithersburg and Silver Spring will run their relief boards in the same manner.

   The parties will discuss at an LMRC relief operator procedures, strategic operator procedures, stand-by operator procedures, pick operating procedure, and the calculation of seniority.

2. Transit Coordinators shall be on duty during all operating hours.

3. Transit Coordinators shall have integrated seniority pick procedures.

4. Operators shall not perform maintenance on Ride-On buses.

5. All operational policies shall be consistent amongst all modules.

6. The Employer will pursue and request additional parking spaces from Montgomery Mall Management.

7. Master seniority lists shall be updated at least quarterly and posted at all modules.

8. Drivers shall be issued one zippered sweater at no cost to the Operator.

9. The County shall install emergency light bars on all Transit Coordinator road vehicles.

10. Referred to a joint labor-management committee (LMRC) for review:

    (A) routing practices;
    (B) bus maintenance;
    (C) policy on driving of unsafe buses;
    (D) Bus Operator overtime limitation; and
    (E) assignment of buses.

11. All language in this agreement that pertains specifically to Ride-On operators shall also apply to Transit Coordinators. The same seniority and pick procedures that apply to operators shall apply to coordinators as well.

12. An Operator may refuse to drive a bus that he/she reasonably believes to be unsafe due to malfunctioning brakes, steering, or other critical safety equipment, subject to verification by an ASE Certified mechanic or a Fleet Service representative. If the Fleet Service representative or mechanic determines that the bus is sufficiently safe to drive, the operator will resume operation of the bus. If it is demonstrated that the driver deemed the bus unsafe under false pretense, the employer may take disciplinary action against the operator. In the event of inoperative heat or air conditioning, the employer will trade out the bus as soon as operationally practicable in accordance with existing practice.

13. Transit Coordinators will resolve disputes with passengers. Transit Coordinators will be required to attend conflict resolution training.

14. In accordance with Section 54A-3 of the Montgomery County Code, Ride-On, as a public carrier, may refuse to transport any person who disturbs the public peace, as defined in state law. Under this section of the Code, a bus operator or police officer who reasonably believes that a passenger is disturbing the public peace may direct the passenger to leave the vehicle, and the passenger must not refuse to do so. A passenger who refuses to obey such a direction to leave the bus commits a Class C violation of County law. A bus operator is not authorized, however, to physically restrain a passenger, or forcibly evict or remove a passenger from the vehicle. Prior to directing a passenger who is currently disturbing the public peace to leave the vehicle, the bus operator should use professional passenger relations skills and conflict resolution techniques to try to reduce tensions and resolve the dispute or incident. The bus operator's action of directing a passenger to leave the vehicle must be based on a reasonable and objective belief that the passenger is disturbing the public peace. Should the bus operator exercise authority under this provision unreasonably, the operator will be subject to discipline by the Department.

15. If employees are sent home because the employer elects to stop services and other work is not assigned to them, employees will be placed on administrative leave.

16. Red Light Policy – Mandatory ADR

17. If an employee is physically assaulted on the job by a member of the public, the employer will provide legal assistance to employees who file criminal charges where legal assistance is reasonably necessary absent suspicion that the charges are erroneous.

18. Coordinator Vehicles as SUVs by 12/1/08.

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

a. Professional cleaning of the office annually;
b. County physicals for operators/coordinators should be so scheduled that unit members do not have to report for duty prior to their physical.
c. Updated phone system.

20. In process of implementation of working cameras on the bus/at parking lot. Work to be completed by 9/1/08.

21. Provide basic computer training for all coordinators.

22. The parties agree to discuss excessive consecutive overtime hours operators are working to keep system running. Fatigue and excessive sick leave usage are current issues.

23. The parties agree to discuss holiday schedules vs. Sunday schedule following holiday.

24. The parties agree to discuss change in holiday/Sunday service.

25. Effective January 1, 2008, DPWT Bus Operators will receive a retention increment of 1.5% after completion of four (4) years of service. Effective January 1, 2008, DPWT Bus Operators will receive a retention increment of 1.5% after completion of six (6) years of service.

    FOR IMPLEMENTATION PURPOSES ONLY: DPWT Bus Operators who have completed more than four (4) years of service but less than six (6) years of service as of January 1, 2008 will receive a one time retention increment of 1.5%. DPWT Bus Operators who have completed more than six (6) years of service as of January 1, 2008 will receive a one- time retention increment of up to 3% provided it does not exceed the maximum of the pay range.

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

(b) Security Section

(1) Each Security Officer shall be issued a hand held radio with charger, and a collar mike with direct channel to ECC.

(2) With supervisory approval, Security Officers may attend applicable courses offered at the Montgomery Police Academy

(c) Fleet Management

1. Ten t-shirts to be provided to mechanics, helpers and welders.

2. The parties agree to refer the issue of tools/equipment/work space available to all maintenance facilities, including highway depots, to the LMRC.

3. The following item is referred to the LMRC:

   - provide power lift carts

4. The Heavy Equipment section of Fleet Management Services shall have the 4 day 10 hour workweek available for their shift pick selection that meets the demonstrated operational needs of the section and optimizes schedule flexibility for bargaining unit members.

(d) Commuter Services

1. The following items are referred to the LMRC:
   - Provide additional storage space;
   - Provide cross-training for staff.

(e) Highway Services

1. Employees will be sent their score.

(f) Stone Street Print Shop

1. New applicant tracking and resume management system will contain a candidate portal which will inform employees or applicants of interested vacancies.

2. Department will provide two (2) computers.

3. The following items are referred to the LMRC (to work with MCPS):
   - Bargaining unit members assigned to the print shop will have access to the training sponsored by MCPS;
   - Bargaining unit members assigned to MCPS will be issued a pass to appropriate worksites.

MONTGOMERY COUNTY GOVERNMENT
OFFICE, PROFESSIONAL & TECHNICAL AND
SERVICE, LABOR, AND TRADES (MCGEO OPT/SLT) BARGAINING UNIT
SALARY SCHEDULE

FISCAL YEAR 2017

EFFECTIVE JULY 10, 2016

GRADE	MINIMUM	MIDPOINT	MAXIMUM	LONGEVITY MAXIMUM*
5	$26,489	$33,704	$40,919	$42,147
6	$27,504	$35,064	$42,624	$43,903
7	$28,575	$36,511	$44,447	$45,780
8	$29,687	$38,078	$46,469	$47,863
9	$30,860	$39,728	$48,596	$50,054
10	$32,098	$41,494	$50,890	$52,417
11	$33,395	$43,340	$53,284	$54,883
12	$34,749	$45,276	$55,802	$57,476
13	$36,180	$47,314	$58,448	$60,201
14	$37,684	$49,458	$61,231	$63,068
15	$39,257	$51,699	$64,141	$66,065
16	$40,935	$54,071	$67,206	$69,222
17	$42,792	$56,607	$70,422	$72,535
18	$44,753	$59,277	$73,801	$76,015
19	$46,863	$62,103	$77,343	$79,663
20	$49,068	$65,067	$81,066	$83,498
21	$51,394	$68,184	$84,974	$87,523
22	$53,825	$71,452	$89,079	$91,751
23	$56,387	$74,892	$93,396	$96,198
24	$59,072	$78,492	$97,912	$100,849
25	$61,886	$82,275	$102,664	$105,744
26	$64,853	$86,255	$107,657	$110,887
27	$67,939	$90,419	$112,899	$116,286
28	$70,990	$94,695	$118,400	$121,952

*A 3.0 percent longevity increment is provided to employees who are at the maximum of their grade and have completed 20 years of service.

FY17 Notes:

- FY17 GWA is 0.5% on July 10, 2016, and 0.5% on January 8, 2017, for MCGEO OPT/SLT bargaining unit employees.

MONTGOMERY COUNTY GOVERNMENT
OFFICE, PROFESSIONAL & TECHNICAL AND
SERVICE, LABOR, AND TRADES (MCGEO OPT/SLT) BARGAINING UNIT
SALARY SCHEDULE

FISCAL YEAR 2017

EFFECTIVE JANUARY 8, 2017

GRADE	MINIMUM	MIDPOINT	MAXIMUM	LONGEVITY MAXIMUM*
5	$26,621	$33,873	$41,124	$42,358
6	$27,642	$35,240	$42,837	$44,122
7	$28,718	$36,694	$44,669	$46,009
8	$29,835	$38,268	$46,701	$48,102
9	$31,014	$39,927	$48,839	$50,304
10	$32,258	$41,701	$51,144	$52,678
11	$33,562	$43,556	$53,550	$55,157
12	$34,923	$45,502	$56,081	$57,763
13	$36,361	$47,551	$58,740	$60,502
14	$37,872	$49,705	$61,537	$63,383
15	$39,453	$51,958	$64,462	$66,396
16	$41,140	$54,341	$67,542	$69,568
17	$43,006	$56,890	$70,774	$72,897
18	$44,977	$59,574	$74,170	$76,395
19	$47,097	$62,414	$77,730	$80,062
20	$49,313	$65,392	$81,471	$83,915
21	$51,651	$68,525	$85,399	$87,961
22	$54,094	$71,809	$89,524	$92,210
23	$56,669	$75,266	$93,863	$96,679
24	$59,367	$78,885	$98,402	$101,354
25	$62,195	$82,686	$103,177	$106,272
26	$65,177	$86,686	$108,195	$111,441
27	$68,279	$90,871	$113,463	$116,867
28	$71,345	$95,169	$118,992	$122,562

*A 3.0 percent longevity increment is provided to employees who are at the maximum of their grade and have completed 20 years of service.

FY17 Notes:

- FY17 GWA is 0.5% on July 10, 2016, and 0.5% on January 8, 2017, for MCGEO OPT/SLT bargaining unit employees.

MONTGOMERY COUNTY GOVERNMENT
DEPUTY SHERIFF
UNIFORM SALARY SCHEDULE

FISCAL YEAR 2017

EFFECTIVE JULY 10, 2016

YEAR	STEP	DS I	DS II	DS III	SGT
1	0	$47,693	$51,032	$54,604	$60,065
2	1	$49,364	$52,819	$56,515	$62,167
3	2	$51,091	$54,668	$58,494	$64,344
4	3	$52,880	$56,580	$60,542	$66,596
5	4	$54,731	$58,562	$62,662	$68,927
6	5	$56,646	$60,613	$64,854	$71,341
7	6	$58,629	$62,734	$67,126	$73,837
8	7	$60,682	$64,932	$69,475	$76,422
9	8	$62,806	$67,204	$71,908	$79,098
10	9	$65,005	$69,557	$74,424	$81,866
11	10		$71,993	$77,029	$84,732
12	11		$74,512	$79,728	$87,698
13	12			$82,519	$90,768
14-20	13			$85,405	$93,945
21+	L1*	$66,955	$76,747	$87,967	$96,763

*Completion of 20 years of service and at maximum for pay grade.
Starting salary for Deputy Sheriff Candidate is $47,693.

FY17 Notes:

- FY17 GWA is 0.5% on July 10, 2016, and 0.5% on January 8, 2017, for Deputy Sheriffs.

- Deputy Sheriff salaries may not correspond to years of service as listed on the salary schedule.

MONTGOMERY COUNTY GOVERNMENT
DEPUTY SHERIFF
UNIFORM SALARY SCHEDULE

FISCAL YEAR 2017

EFFECTIVE JANUARY 8, 2017

YEAR	STEP	DS I	DS II	DS III	SGT
1	0	$47,931	$51,287	$54,877	$60,365
2	1	$49,611	$53,083	$56,798	$62,478
3	2	$51,346	$54,941	$58,786	$64,666
4	3	$53,144	$56,863	$60,845	$66,929
5	4	$55,005	$58,855	$62,975	$69,272
6	5	$56,929	$60,916	$65,178	$71,698
7	6	$58,922	$63,048	$67,462	$74,206
8	7	$60,985	$65,257	$69,822	$76,804
9	8	$63,120	$67,540	$72,268	$79,493
10	9	$65,330	$69,905	$74,796	$82,275
11	10		$72,353	$77,414	$85,156
12	11		$74,885	$80,127	$88,136
13	12			$82,932	$91,222
14-20	13			$85,832	$94,415
21+	L1*	$67,290	$77,132	$88,407	$97,247

*Completion of 20 years of service and at maximum for pay grade.
Starting salary for Deputy Sheriff Candidate is $47,931.

FY17 Notes:

- FY17 GWA is 0.5% on July 10, 2016, and 0.5% on January 8, 2017, for Deputy Sheriffs.

- Deputy Sheriff salaries may not correspond to years of service as listed on the salary schedule.

MONTGOMERY COUNTY GOVERNMENT
CORRECTIONAL OFFICER
UNIFORM SALARY SCHEDULE

FISCAL YEAR 2017

EFFECTIVE JULY 10, 2016

STEP	YEAR	CO I	CO II	CO III	SGT
1	0	$44,300	$46,516	$51,168	$56,541
2	1	$45,852	$48,145	$52,959	$58,521
3	2	$47,457	$49,831	$54,814	$60,570
4	3	$49,118	$51,576	$56,733	$62,690
5	4	$50,839	$53,381	$58,720	$64,885
6	5	$52,620	$55,251	$60,775	$67,156
7	6	$54,462	$57,186	$62,903	$69,507
8	7	$56,368	$59,187	$65,105	$71,941
9	8	$58,340	$61,260	$67,384	$74,458
10	9	$60,383	$63,404	$69,744	$77,065
11	10	$62,497	$65,623	$72,185	$79,763
12	11	$64,685	$67,922	$74,713	$82,556
13	12		$70,301	$77,328	$85,445
14	13				$88,436
15	14-20				$91,532
L1*	21+	$66,626	$72,410	$79,648	$94,278

* Completion of 20 years of service and at maximum for pay grade.

Starting salary for Correctional Officer 1 (Private) is $44,300

FY17 Notes:

- FY17 GWA is 0.5% on July 10, 2016, and 0.5% on January 8, 2017, for Correctional Officers

- Correctional Officer salaries may not correspond to years of service as listed on the salary schedule.

MONTGOMERY COUNTY GOVERNMENT
CORRECTIONAL OFFICER
UNIFORM SALARY SCHEDULE

FISCAL YEAR 2017

EFFECTIVE JANUARY 8, 2017

STEP	YEAR	CO I	CO II	CO III	SGT
1	0	$44,522	$46,749	$51,424	$56,824
2	1	$46,081	$48,386	$53,224	$58,814
3	2	$47,694	$50,080	$55,088	$60,873
4	3	$49,364	$51,834	$57,017	$63,003
5	4	$51,093	$53,648	$59,014	$65,209
6	5	$52,883	$55,527	$61,079	$67,492
7	6	$54,734	$57,472	$63,218	$69,855
8	7	$56,650	$59,483	$65,431	$72,301
9	8	$58,632	$61,566	$67,721	$74,830
10	9	$60,685	$63,721	$70,093	$77,450
11	10	$62,809	$65,951	$72,546	$80,162
12	11	$65,008	$68,262	$75,087	$82,969
13	12		$70,653	$77,715	$85,872
14	13				$88,878
15	14-20				$91,990
L1*	21+	$66,958	$72,773	$80,046	$94,750

* Completion of 20 years of service and at maximum for pay grade.

Starting salary for Correctional Officer 1 (Private) is $44,522

FY17 Notes:

- FY17 GWA is 0.5% on July 10, 2016, and 0.5% on January 8, 2017, for Correctional Officers

- Correctional Officer salaries may not correspond to years of service as listed on the salary schedule.

APPENDIX VIII – REASONABLE ACCOMMODATION

PURPOSE

1.0 To establish the policies for the following: (a) reasonable accommodation available to employees and qualified applicants with disabilities in accordance with Federal, State and County law, regulations and guidelines; (b) reassignment for employees in accordance with the Americans with Disabilities Act, the County's Affirmative Action Plan for people with disabilities and Personnel Regulations; and/or (c) the initial optional processing of benefits under the disability retirement plan, or long term disability.

DEFINITIONS

2.0 Administrator - The entity which contracts with the County to administer, as a third party, the Disability Retirement Plan and to process applications for disability retirement.

2.1 Disability Program Manager - A person with the sole responsibility for implementing selective placement for persons with disabilities, and who provides technical assistance to departments when making reasonable accommodations.

2.2 Individual with a Disability - Any individual who has a physical or mental impairment, has a record of such impairment, or who is regarded as having an impairment, which substantially limits one or more major life activities such as self care, performing manual tasks, walking, seeing, hearing, speaking, breathing, working, and learning.

2.3 Physical or Mental Impairment - Any physiological disorder, condition, disfigurement, or anatomical loss, or any mental or psychological disorder.

2.4 Priority Consideration - Refers to the right of all qualified employees with disabilities in need of reassignment to be considered for vacancies at or below the grade they hold. Such employees who apply for any vacancy at or below their grade level will be placed on a special eligible list for that position. Appointing authorities must make appointments from special eligible lists in lieu of filling vacancies by any other means. Employees will be entitled to priority consideration for vacancies in the same branch of government to which they are assigned.

2.5 Qualified Applicant - An individual who is qualified by experience, education and/or training to be a candidate for an available position with the County.

2.6 Reassignment - Placement of an employee with a disability in a different vacant position for which the employee is qualified and can perform the essential functions of the new position.

2.7 Reasonable Accommodation - A modification or adjustment to a job, the work environment, or the way things are done that enables a qualified individual with a disability to enjoy an equal employment opportunity. Reasonable accommodation is required in three aspects of employment:

(a) to ensure equal opportunity in the application process;

(b) to enable a qualified individual with a disability to perform the essential functions of a job; and

(c) to enable an employee with a disability to enjoy equal benefits and privileges of employment.

2.8 Reasonable Accommodation Referral Form - The form utilized by departments to refer an employee with a disability to the Disability Program Manager for assistance with reasonable accommodation.

2.9 Special Eligible List - An eligible list which sets forth employees who will receive priority consideration for a vacancy as defined in Section 5-11 of the Personnel Regulations and 2.4 of this procedure.

2.10 Undue Hardship - An action that requires a significant difficulty or expense in relation to the size of the employer, the resources available and the nature of the operation. Undue hardship is defined by the ADA as an action that is:

(a) unduly costly;

(b) extensive;

(c) substantial;

(d) disruptive; or

(e) that would fundamentally alter the nature or operation of the business.

POLICY

3.0 Montgomery County Government will not discriminate against qualified persons with disabilities in any aspect of employment, including recruitment, examination, hiring, rate of pay, promotion, training, fringe benefits, or any other term of employment.

3.1 Montgomery County Government will take reasonable measures to assure that applicants with disabilities receive a fair opportunity to qualify and compete for available positions.

3.2 The interests of the Montgomery County Government and its employees are benefited by making every effort to retain in active employment any employee who is or becomes disabled.

3.3 Montgomery County Government will make reasonable efforts, through job restructuring and/or reassignment, to accommodate an employee who has a disability that prevents him/her from fully carrying out the duties of his/her position.

GENERAL

4.0 When the reasonable accommodation effort results in a voluntary demotion and the maximum for the pay range of the new grade is less than the employee's current salary, the employee will retain his/her current salary. Additionally, the employee will receive any future annual general wage adjustment that other employees in the same (new) occupational class covered by the same salary schedule receive, even though the employee's salary will continue to exceed the maximum salary for the pay grade assigned to the employee's new position, consistent with Section 5.22 of the Agreement.

4.1 Where a temporary interdepartmental light duty assignment is made, the department from which the employee is leaving will be responsible for the employee's salary and fringe benefits for the term of the light duty. Temporary light duty must not exceed 6 months unless specifically approved by the Chief Administrative Officer. If a long-term placement evolves, normal transfer/promotion procedures will be utilized.

4.2 Every effort will be made to involve the individual with a disability in identifying and implementing reasonable accommodation and reassignment for that employee.

4.3 When an employee needs reassignment as an accommodation for a disability, a maximum of 90 days will be allocated to secure a placement. Priority consideration will be given for any position for which the person qualifies. If it is determined that reasonable accommodation cannot be made, request the employee's department to initiate a disability retirement application.

RESPONSIBILITIES

5.0 Employee

(a) Advise department as soon as it is apparent that temporary or permanent accommodation may be required.

(b) Provide medical documentation as requested by the department and/or OHR to Occupational Medical Services as to current and future work capabilities.

(c) Apply for disability retirement and/or long term disability when appropriate.

Appendix IX – Performance Planning and Evaluation Procedures for Bargaining Unit Employees

(1) Purpose: This procedure establishes the process that departments must follow in conducting performance planning and evaluation for bargaining unit employees.

(2) Definitions.

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

(b) Conduct: Job-related behaviors that are necessary for maintaining an orderly, safe, and productive work environment.

(c) Counseling: A discussion between an employee and supervisor about the employee's conduct or performance that includes efforts taken by a supervisor to give feedback or improve conduct and performance.

(d) Overall rating: A summary rating in the employee's performance evaluation that best describes the employee's overall level of performance during the period covered by a performance plan

(e) Performance evaluation: a supervisor's written evaluation of an employee's performance in relation to the standards in the employee's performance plan. An evaluation may be an interim or annual evaluation.

(f) Performance standard: The criteria against which an employee or team is rated. A performance standard is a written description of the quantity and characteristics of the job, the type of work to be performed, or the results that the employee or team is expected to accomplish

(g) Performance plan: The document that records performance standards and is the basis for assessment of the employee's job performance.

(h) Progress discussion: A supervisor's assessment of an employee's performance in relation to the expectations in the performance plan.

(i) Reviewing official: The individual who must review the evaluation and ensure that appropriate performance planning and evaluation procedures were followed by the employee's immediate supervisor. A reviewing official should help to resolve disagreements between the supervisor and employee on the plan or evaluation and ensure that:

(i) the plan and evaluation are consistent with this procedure; and

(ii) the overall rating is consistent with the individual elements of the plan.

(j) Review period: The time period during which an employee's performance is reviewed and for which an overall rating is prepared.

(3) Policies.

(a) All departments must plan for and evaluate the performance of all department employees who are in positions covered by the bargaining unit.

(b) A department must use a performance planning and evaluation form that is consistent with the attached sample format.

(4) Performance management, the performance plan, the performance planning process, and performance evaluation.

(a) Performance management. Performance management is the responsibility of the supervisor and includes:

(i) developing the performance standards for an employee or team at the beginning of a review period;

(ii) ongoing monitoring of the employee's or team's performance with periodic oral or written feedback, coaching, training, or other action to enhance performance;

(iii) conducting periodic progress discussions, preparing interim evaluations, and developing plans to improve employee performance as needed; and

(iv) evaluating an employee or team on performance of the elements of the performance plan and awarding an overall rating.

(b) Performance plan.

(i) Frequency and timing of performance planning. A performance plan should be established within 45 days after an employee begins work in a new position. A new plan should be established for the next review period within 60 days after the review period begins, and will not affect the duration of the review period.

(ii) Annual review period.

(A) The period covered by the performance plan must be 12 months or less.

(B) The review period may be linked to an employee's increment date, the anniversary of the employee's hire date if the employee does not receive increments, or the fiscal or program year.

(iii) Substance of a performance plan.

(A) Each employee's performance plan must state the performance standards for the employee or team during the review period. Performance standards must describe, at a minimum, the performance level of "Met Expectations" in terms that allow reasonably objective assessment.

(B) Performance standards may be stated as a goal, outcome or result expected, numerical criteria, behavior to be demonstrated, task to be accomplished or performed, acceptable conduct, or other expectation appropriate to the job classification and position.

(C) A performance plan must be consistent with departmental work programs and class specifications.

(D) A performance standard may be developed for an individual, a team, or both.

(E) Employees must be given an opportunity to participate in establishing mutually determined professional development objectives and career goals, along with strategies for accomplishment.

(c) Performance planning process.

(i) The signature of the supervisor and employee formally establishes a performance plan only after the employee has been given the opportunity to meet with the supervisor for purposes of reviewing the supervisor's expectations and contributing to the plan. The employee's signature indicates only that the employee has seen the plan, and does not indicate that the employee agrees with the plan. If more than one individual directly supervises an employee, each should participate fully in the performance planning responsibilities. The supervisors should share this responsibility in a manner consistent with their roles in directing the employee's work.

(ii) If an employee refuses to sign a performance plan, the plan must be referred to the reviewing official. The reviewing official must review the plan and consult with the employee and the supervisor to determine why the employee refused to sign the plan. If the employee still refuses to sign the plan after this consultation, the supervisor must note on the plan that the employee saw the plan but refused to sign it.

(iii) Once established, a supervisor may revise a performance only after prior notification and consultation with the employee. While the employee may not agree, he or she is entitled to a full explanation of the supervisor's reasons for any changes. The employees may also, at any time, request that the supervisor change the plan. While the supervisor is not required to accept the employee's proposals, the supervisor will provide a response to the employee's request.

(iv) A supervisor must give an employee a copy of the employee's performance plan within 10 calendar days after the plan is established or revised.

(d) Performance evaluation.

(i) Supervisor's responsibilities. A supervisor should frequently track an employee's performance, and give timely and specific feedback, coaching, and counseling as needed throughout the review period.

(ii) Progress discussion. After approximately half of the review period has passed, a supervisor should conduct a comprehensive progress discussion with the employee that covers all elements of the performance plan. The supervisor and employee should sign and date the evaluation form to document a comprehensive progress discussion. The supervisor must document the substance of the progress discussion if the discussion resulted in a change to the performance plan or if specific performance issues were brought to the employee's attention.

(iii) Supervisors. If more than one individual supervises an employee, each should participate in the performance evaluation. The supervisors should share this responsibility in a manner consistent with their roles in directing the employee's work. Only supervisors, who have directed some aspect of the employees' work or have first hand knowledge of the employee's performance during the review period, may participate in evaluating and/or rating the employees' performance.

(iv) Changed supervisors. Where an employee's supervisor changes, and the employee has worked under a performance plan for more than six months prior to the change a performance appraisal is to be completed within 30 days following the change.

(v) Reviewing official.

(A) An employee's second level supervisor is the reviewing official and must review the employee's performance evaluation.

(B) The reviewing official may not change an evaluation but may, under exceptional circumstances, withdraw authority to evaluate the employee's performance from the immediate supervisor and reassign the responsibility for conducting a performance evaluation for the employee to an individual who has sufficient knowledge of the employee's performance to conduct the evaluation. In that case, the reviewing official must notify the department or office director of the action taken.

(vi) Frequency and timing of performance evaluation.

(A) A supervisor must give each subordinate employee at least one written performance evaluation in every 12-month period. A supervisor must complete the annual evaluation within 60 days after the review period ends.

(B) An interim evaluation may be conducted for an employee who has been working under a performance plan for a reasonable period of time. Examples of the situations where an interim evaluation may be warranted include, but are not limited to, change of supervisor, significant duty changes, and to document changes in performance. Interim evaluations conducted to document unsatisfactory performance must be done in accordance with Article 26 of the agreement.

(C) If a supervisor conducts an interim evaluation the supervisor must also conduct an annual evaluation for the employee at the appropriate time.

(D) If the supervisor fails to conduct the annual evaluation within 60 days after the end of the review period, a minimum overall rating of "Met Expectations' is assumed.

(vii) Substance of performance evaluations.

(A) A supervisor must record in the written performance evaluation the performance rating of the employee in relation to the performance standards established in the performance plan.

(B) A supervisor must include in the performance evaluation written comments about the employee's actual performance.

(C) If members of a team jointly share performance standards, the supervisor may give each member sharing the expectation a team rating.

(D) The supervisor must note accomplishment or progress toward a career development goal on the performance planning and evaluation form as appropriate.

(viii) Overall rating. The supervisor must give an employee an overall rating using one of the following 4 rating categories as indicated below:

(A) "Outstanding" This rating applies to performance that consistently exceeds the requirements of the job identified in the performance standards outlined in the performance plan.

(B) "Above Expectation" This rating applies to performance that has met, and occasionally exceeds the requirements of the job identified in the performance standards outlined in the performance plan.

(C) "Met Expectations" This rating applies to performance that has met the requirements of the job identified in the performance standards outlined in the performance plan.

(D) "Below Expectations" This rating category indicates that the employee has met some job requirements but needs improvement in other job requirements outlined in the performance plan.

(E) "Does Not Meet Expectations" This rating applies to performance that has not met the basic requirements of the job outlined in the performance standards outlined in the performance plan. A rating at this level would be considered unsatisfactory performance.

(ix) Performance evaluation procedures.

(A) An immediate supervisor must allow an employee to sign and comment on the evaluation. The employee's signature indicates only that the employee has seen the evaluation and does not indicate that the employee agrees with the evaluation.

(B) If an employee refuses to sign a performance evaluation, the supervisor must make a notation on the evaluation to indicate that the employee refused to sign the evaluation.

(C) An employee may request a consultation with the department head to the evaluation given by the employee's supervisor. The decision of the department head or other appropriate management official regarding the reconsideration of an evaluation is final.

(x) Retention of performance evaluations.

(A) Performance evaluations must be kept in an employee's official record for 5 years.

(B) Performance evaluations and supporting documentation may be kept in a department's operating file for 5 years.

(C) After an employee is transferred to a new department, the former department should give the new department copies of the employee's performance evaluations for the last 2 years.

(5) Appeals: Consistent with article xx of the collective bargaining agreement, performance standards and evaluations are non-grievable and non-arbitrable.

All final Performance Planning and Evaluation Forms must include the following:

1. Employee name
2. Employee ID number
3. Department
4. Division/Team
5. Employee job title
6. Supervisor name
7. Name of reviewing official
8. review period beginning and ending dates
9. List or indication of additional feedback sources/supplied
10. Signatures (including electronic substitutes) from supervisor and employee (as applicable) to establish plan.
11. Signature (including electronic substitutes) to document progress discussion (as applicable)
12. Signatures (including electronic substitutes) from supervisor and employee to finalize performance appraisal.
13. Signature (including electronic substitutes) of the reviewing official
14. List of performance expectations, ratings and narrative comments
15. Career development
16. Overall rating
17. Employee comments (as applicable)

APPENDIX X – DEPARTMENT OF PERMITTING SERVICES

(a) As an alternative to installing laptop computer mounts in vehicles, a limited scope pilot program will be implemented to assess the feasibility of using voice recognition software to enter data into the laptop computer.

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

- replace current vehicles used by unit members with 4X4 vehicles equipped with appropriate equipment and supplies.
- Job related training will continue to be provided.
- Foreign language training is available through tuition assistance program.
- Eliminate Customer Service Division and return bargaining unit workers to land development or building construction as appropriate. (As an alternative, a general proposal for management to share customer input with Union and jointly develop agency improvements to address customer suggestions)
- Annually, within one month of the beginning of the fiscal year, provide field inspectors with three baseball caps, one insulated winter cap (with tie-down ear muffs), one pair of safety boots (with nail proof soles), one set of insulated overalls (if the inspector requests), and 3 long and 3 short-sleeved shirts with DPS logo. If DPS 'enterprise' funding is insufficient, then transfer general funds to DPS for purchase.
- Annually, three months prior to December 31st, provide hard copy calendars to bargaining unit employees. If DPS 'enterprise' funding is insufficient, then transfer general funds to DPS for purchase.
- Immediately provide field inspectors 'real time' access to Hansen data base in the field, with record update or add times through Network Connect and Windows Secure Application Manager that are as fast as was available through DPS10 Direct Access, *i.e. within one second of hitting the update button.*
- Immediately create "redundancy" capability such that field inspectors do not lose data entered into new or modified, but unsaved, Hansen records when the wireless connection is temporarily lost (as was the case with DPS10 Direct Access).
- When requested by the inspector, immediately provide multiple replacement inkjet cartridges to field inspectors for use in printers to print reports in the field.
- Within three months develop and implement an automated permit renewal notification system. Hansen to generate permit renewal letters 45 days prior to permit expiration, via email or letter to the permit holder, with cc to the appropriate DPS field inspector.

(c) The Department will provide boots, insulated winter parkas, rain gear, insulated gloves, and winter and summer hats to bargaining unit members with field assignments.

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

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.

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

- Restrict access to "staff only" areas in all branches.
- Handheld Devices: Piloted at selected branches, awaiting results
- Provide regularly cleaning of floors.
- The department will address heating and cooling issues identified by the union.
- Increase security and safety: Issues will be reviewed and resolved when identified
- Lighting issues: both interior and exterior. The union will identify concerns. This is an ongoing, seasonal issue
- Wall at Metropolitan Grove – continue to work to identify issues.
- 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.
- Training: management works with staff to identify CEU and training opportunities relevant for staff and enables staff to attend training.
- Work-life issues: 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.

(b) Copies of all incident reports will be forwarded to the Union on a quarterly basis.

(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 XIV – DEPARTMENT OF FIRE AND RESCUE

Mechanics assigned to the Central Maintenance Garage shall be reimbursed for the tools purchased between April 26, 2009 and April 26, 2010, in order for them 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 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.**

(c) The following item is referred to the LMRC: Improve adpics/famis training from Finance.

APPENDIX XVI – DEPARTMENT OF ENVIRONMENTAL PROTECTION

(a) The following items are referred to the LMRC Health and Safety Subcommittee:

- install AEDs in all buildings;
- provide epi-pens for outdoor workers;
- better air quality circulation.

APPENDIX XVII – REWARDING EXCELLENCE BONUS INCENTIVE AWARD PROGRAM

The Rewarding Excellence Bonus Incentive Award Program is designed to encourage and promote new, innovative ideas, concepts and strategies to deliver County services and products cost effectively. The Program rewards bargaining unit employees for proposals and suggestions that improve efficiency, increase productivity, reduce costs, streamline operations, and enhance customer satisfaction by allowing the employee to receive a portion of the cost savings. This program shall have no effect on base pay, classification, individual performance appraisal or any negotiated benefits/rights and/or privileges contained within this agreement.

(a) Eligibility

All bargaining unit employees are eligible to participate in the Rewarding Excellence Bonus Incentive Program as part of a team, provided that the employee has received a Satisfactory or better rating in the employee's most recent performance evaluation. Employee participation in the program is voluntary.

(b) Technical Advisory Panel

Prior to submitting an application to the review panel, an employee team may utilize The Rewarding Excellence Advisory Panel (RETAP) as an optional resource. This panel may review new applications, identifying technical, policy or values conflicts. RETAP members will be selected based on the subject focus. Members may include technical experts from the Office of the County Attorney, the department, the Office of Procurement, and the Union. Panel members may individually examine proposals to expedite the flow of the process. Each response will be completed within 15 calendar days to insure that the application process occurs in a timely manner.

(c) Review Panel

The Rewarding Excellence Bonus Incentive Awards Program shall be administered by an eight-member panel. The OHR Director shall appoint four members, including representatives from: the Finance Department, the Office of Management and Budget, the Office of Human Resources, and the Office of Procurement. The MCGEO President shall appoint four employee representatives. The Panel shall meet on a regular basis to review applications. The Panel may consult with the County Executive, Chief Administrative Officer, County Attorney, Department directors, consultants or others in examining the proposal's feasibility, legality or cost savings generated, or in determining whether to implement the gain sharing proposal.

(d) Application Process

All gain sharing proposals shall be submitted on the application form to be developed by the Review Panel. This form shall be completed by the employee team and shall be submitted initially to the Department director either by paper copy or electronically. The Department director shall have no more than 15 calendar days to examine and review the gain sharing proposal, to affix comments to the proposal, and to forward the proposal to the Review Panel. The Review Panel shall submit the approved applications to the Chief Administrative Officer. The Chief Administrative Office shall issue a decision to approve or disapprove the gain sharing proposal within 15 calendar days. Should the CAO disapprove the gainsharing proposal, the CAO shall inform the Union President in writing as to the reasons for denial.

(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 **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. 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.

(f) Appeals of Review Panel Decisions on Gain Sharing Proposals.

Neither the Union nor a bargaining unit employee may grieve or appeal any decision by the Review Panel relating to the Rewarding Excellence Bonus Incentive Awards Program.

APPENDIX XVIII – Internal Salary Equity Review Pilot Program, Effective Date 7/1/2006

I. PURPOSE: To establish an internal salary equity review program for selected job classifications, and to implement a salary review process for employees entering into the bargaining unit at a higher salary rate than similarly situated incumbent employees. It is the general intent of the parties to design and provide a compensation system to recruit and retain a high quality workforce. The parties understand that maintaining flexibility in salary-setting policies is critical to ensuring the accomplishment of the organization's goal to provide the best services to our residents. The parties also recognize that pay inequities may impair the efficiency of the County's operations. In accordance with Article 1.3 of the Collective Bargaining Agreement, it is in the best interest of the County and Union to hire the best qualified people for vacant positions in the bargaining unit while maintaining pay equity.

II. NEW HIRES - PREVENTION, MONITORING AND ENFORCEMENT: When a newly hired employee, hired on or after July 1, 2006 (who can enter the bargaining unit after completing their probationary period), is granted/afforded a salary above the minimum of the pay grade, the Office of Human Resources agrees to conduct a salary review to compare the salaries of similarly situated incumbents with the salary of the new employee. The relevant factors considered in this review shall be experience, education, training, and skills relevant to the job. The Office of Human Resources will give the Union written notification whenever a salary review is prompted by a hire above the minimum of the salary range of the pay grade.

It may be determined that new hires' salaries (this assumes that an offer was made and accepted by the applicant) will affect incumbent employees (who are more skilled than new hires in terms of the relevant criteria) in the appropriate area of consideration (i.e. Department, Division, or Team).

For the purposes of this Part III, the parties agree that the proper application of pay policies and practices in connection with the implementation of personnel actions is not sufficient to trigger a pay increase for individual employees. These applications include changes in base salary associated with: grants of merit system status, promotions, performance awards, demotion, reclassification, reallocation, transfer, periods of leave without pay resulting in service increment delays, or performance-based actions including service increment delays.

In such situations, if an incumbent's relevant experience, education, training, and skills relevant to the job are greater than those of the new employee, the incumbent will be granted a within-grade pay increase to a point $500 above the salary of the new employee.

If an incumbent's relevant experience, education, training, and skills relevant to the job are equivalent to those of the new employee, the incumbent's salary must be adjusted so that it is equal to the new employee's salary.

Any changes that are required to be made to an incumbent employee's salary under this section will be effective the date on which the newly hired employee completes their probationary period and enters the bargaining unit, and the pay increase will be retroactive to the date the new employee was hired.

If, after a salary review described in this Section is completed, the Union believes that an individual bargaining unit employee is adversely affected by a pay inequity, the Union may file a "pay inequity" grievance under Article 10 of this Agreement and, if necessary, invoke arbitration under Article 11.

III. EVALUATION PERIOD: The effective date of this Appendix is July 1, 2006. The analysis and review process established in this Appendix shall be in effect from July 1, 2006, through June 30, 2008. The parties can agree to make revisions to this Appendix during the evaluation period. However, revisions and the continued effectiveness of this Appendix beyond June 30, 2008, require mutual agreement of the parties.

Appendix XIX - Guaranteed Retirement Income Plan (November 13, 2007)	
Plan Provisions	B. Description
Name of Plan	Guaranteed Retirement Income Plan ("GRIP")
Type of Plan	Cash Balance Plan
Plan Effective Date	07/01/2009
Plan Year	July 1 – June 30
Covered Employee	Includes any person employed by Montgomery County, Maryland who is included in the following bargaining units represented by Municipal and County Government Employees Organization, United Food and Commercial Worker, Local 1994: • Office, Professional, and Technical (OPT) • Service, Labor and Trades (SLT) An employee will only be considered a "covered employee" during the period that they are a member of one of the above bargaining units. If an employee transfers to a position that is not covered by the Plan, the employee will cease to participate in the Plan (but will retain their "account" under the Plan) and will become a participant in whatever plan is offered relative to their new position.
Participation Requirements	• Each full-time employee hired on or after July 1, 2009, can make a one-time irrevocable election during the first 150 days of employment to either participate in the GRIP or the RSP (with such participation to commence on the first payroll period following 180 days of employment). • A part-time or temporary employee who becomes a full-time employee on or after July 1, 2009 can make a one-time irrevocable election during the first 150 days of full-time employment to either participate in the GRIP or the RSP (with such participation to commence on the first payroll period following 180 days of full-time employment). • A career part-time employee may enroll in the Plan, but is not required to do so. • Employees hired prior to July 1, 2009 who participate in the Retirement Saving Plan may make an irrevocable election to participate in the Plan effective the first full pay period following July 1, 2009. Such election must be made during a 150 day window that commences on January 1, 2009 and ends on May 31, 2009. <u>For purposes of vesting, time spent in the RSP will be credited toward the 3 year vesting requirement in GRIP.</u>
County Contribution	8% of Regular Earnings each payroll period.
Employee Contribution	4% of Regular Earnings (pre-tax) each payroll period (up to the FICA maximum) and 8% of Regular Earnings above the FICA maximum.
Guaranteed Investment Rate	7.25%, credited from date of contribution.
Regular Earnings	Gross pay for actual hours worked exclusive of overtime, without reduction for participant contributions that are picked up, or contributions to any County deferred compensation plan or statutory fringe benefit program. Amount of Regular Earnings taken into account is subject to IRC section 401(a)(17) limit on compensation.

Vesting Schedule	Employee Contributions 100% at all times County Contributions 0-3 years of Credited Service – 0% vested 3 or more years of Credited Service – 100% vested A participant will also become 100% vested on attainment of normal retirement age, death or disability.
Disability	Inability to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or which has lasted or can be expected to last for a continuous period of not less than 12 months.
Forfeitures	Applied against County funding obligations.
County Service	County service means any period of County employment as a Covered Employee during which the participant is in pay status.
Credited Service	Each year of County service during which a Covered Employee was a participant in the Plan.
Normal Form of Benefit	Lump sum
Optional Forms	• Direct rollover • Life Annuity No other options (including guaranteed period options or joint and survivor options) will be offered under the Plan.
Small Benefit Cash Out	$1,000
Actuarial Equivalent	For annuity form – The greatest life annuity that can be purchased with the participant's account from one of the three specified insurance companies; provided, however, that if the IRS determines that such provision does not comply with the requirements of IRC section 401(a) of the Internal Revenue Code, then the annuity will be equal to 95% of the annuity produced by converting the lump sum account to a life annuity using the mortality table published by the IRS pursuant to IRC section 430(h)(2) and the interest rate determined under IRC section 430(h)(2)(B).
Normal Retirement Date	Age 62 with at least 3 years of credited service.
Early Retirement Date	Not applicable
Vested Terminated Benefits	Vested benefits are payable at separation from service.
Pre-retirement Death Benefits	Participant's accrued benefit is payable to his or her designated beneficiary in a single lump sum.

APPENDIX XX – DEPARTMENT OF GENERAL SERVICES – BUILDING ISSUES

(a) All building maintenance related issues from all departmental appendices will be moved to this appendix.

(b) The parties agree to jointly create a tool list and prioritize this list. Purchasing of tools is dependent on available funds.

(c) Cleaning carpets and maintaining clean restrooms at HHS facilities shall be referred to the Building Maintenance subcommittee of the County-wide LMRC.

(d) The following shall be referred to the County-wide LMRC:

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

APPENDIX XXI – FY12 COUNTY COUNCIL BUDGET RESOLUTION

#10 -County Government Operating Budget

Resolution No.: 17-149

Introduced: May 26, 2011 Adopted: May 26, 2011

COUNTY COUNCIL FOR MONTGOMERY COUNTY, MARYLAND

By: County Council

SUBJECT: Approval of and Appropriation for the FY 2012 Operating Budget of the Montgomery County Government

Background

1. As required by Section 303 of the County Charter, the County Executive sent to the County Council the FY 2012 Operating Budget for the Montgomery County Government.

2. As required by Section 304 of the Charter, the Council held public hearings on the Operating Budget on April 5, 6, and 7, 2011.

Action

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

* * *

67. This Resolution appropriates funds for employee group insurance benefits for the fiscal year that begins on July I, 2011. This appropriation is subject to the following conditions:

The following cost-sharing provisions must apply to each eligible County employee and each eligible employee of a participating agency whose active employees are paid through the County's payroll system. These provisions do not apply to any eligible employee of a participating agency that does not use the County's payroll system for active employees. These provisions do not apply to any eligible retired employee.

Group Insurance Premiums

(medical, prescription drug, dental, vision, life insurance, long-term disability insurance)

Beginning January 1, 2012, the County must pay 80% of the cost of the premiums, and each employee must pay 20% of the cost of the premiums, for a Health Maintenance Organization (HMO) medical plan, including any prescription drug plan that is bundled with an HMO medical plan.

Beginning January 1, 2012, the County must pay 75% of the cost of the premiums, and each employee must pay 25% of the cost of the premiums, for each benefit plan listed below:

- Point-of-Service (POS) medical plan;
- Stand-alone prescription drug plan (Standard Option plan);
- Dental;
- Vision;
- Basic Life insurance;
- Dependent Life insurance *$2,0001$1,0001$100* tier; and
- Long-term disability insurance.

Each employee enrolled in the High Option prescription drug plan must also pay the difference between:

- the County contribution toward the cost of the premium for the Standard Option prescription drug plan; and
- the cost of the premium for the High Option prescription drug plan.

Optional Life insurance and Optional Dependent life insurance *($4,000 $2,000 $100* tier and *$10,000 $5,000 $100* tier) remain at 100% paid by each employee.

Prescription Drug Benefits

Beginning January 1, 2012, each employee enrolled in a stand-alone prescription drug plan must receive generic prescription drugs, if available. If an employee chooses to receive a brand name drug that has a generic equivalent, the employee must pay the generic drug co-payment plus the difference between the cost of the brand-name drug and Page 19 Resolution No.: 17-121

149 the generic drug. This generic drug requirement may be waived only if the employee's doctor certifies in a separate document that it is medically necessary to use a brand-name drug instead of its generic equivalent. The letter of medical necessity must contain details of the medical reason and must be attached to the prescription. If the waiver is approved by the Pharmacy Benefit Manager (PBM), the employee must be charged the brand-name drug co-payment.

Beginning January 1, 2012, the County's stand-alone prescription drug plans must allow each employee to buy up to a 90 day supply of a maintenance medication at any retail pharmacy agreed on by the County and the PBM in addition to using the PBM's mail service pharmacy. An employee must pay a penalty fee if a maintenance prescription is filled at a retail pharmacy other than a pharmacy agreed on by the County and the PBM. This penalty fee is the difference between the mail order cost and the retail prescription cost. This fee is in addition to the corresponding co-payment.

Beginning January 1, 2012, the County's prescription drug plan must limit coverage for each participant to a maximum of 6 doses each month for any drug specifically approved by the Food and Drug Administration for the treatment of erectile dysfunction. Medications currently approved for this purpose include sildenafil (Viagra), vardenafil (Levitra), and tadalafil (Cialis).

These changes to the prescription drug benefit must apply to each participant in the County's prescription drug plan, including each eligible retired employee, survivor, dependent, and employee of a participating agency.

Basic Life Insurance Benefit

Beginning January 1, 2012, for each full or part time employee eligible for life insurance coverage, the County must provide term life insurance coverage equal to the employee's earnings (as defined in the Group Insurance Certificate) rounded up to the nearest thousand dollars. The County will offer each eligible employee the opportunity to buy additional Optional Life Insurance at full cost during Open Enrollment.

Beginning January 1, 2012, for each full or part time employee eligible for life insurance coverage, the County must provide an accidental death and dismemberment (AD&D) benefit. The AD&D benefit includes:

- AD&D insurance of 8 times earnings, up to $600,000, for a loss of life that is a direct result of an accidental injury sustained in the performance of County employment. A lower amount may be payable for certain dismemberments resulting from accidental bodily injury.
- AD&D insurance of 4 times earnings, up to $300,000, for a loss of life that is not a direct result of an accidental injury sustained in the performance of County employment. A lower amount may be payable for certain dismemberments resulting from accidental bodily injury.

Modifications -Council approval

Any material change in any part of this paragraph or its application to any employee or group of employees, including any premium holiday or other waiver of premiums for County-provided health or life insurance, is subject to Council approval.

68. This resolution appropriates funds in Sections A-F in the Personnel Cost category for the County Government contribution to employee retirement accounts and funds. These funds must be spent as provided in Chapter 33 of the County Code as amended by Expedited Bill 11-11, *Personnel Retirement Plans Contributions.*

* * *

APPENDIX XXII

Wellness Program

The parties agree that the following steps have or will be taken to establish a robust union-management wellness program:

1. Hire Wellness Program Manager by Spring 2013
2. Beginning in the spring of 2013, the County shall issue a solicitation for a contractor to provide comprehensive population health/wellness services, including the identification and reduction of health risks associated with preventable chronic illnesses, assisting those members with chronic illness to better manage their disease(s), health plan advocacy, and the gathering and reporting on population health and wellness data. The contract is expected to be awarded on or before July 1, 2013.
3. On or before July 1, 2013, the parties shall establish a Labor Management Wellness Committee whose primary purpose shall be creating and fostering a culture of employee health and wellness. The committee will design, develop, and recommend for implementation the County's wellness strategy.
4. Based on information provided by the contractor, and agreement by the Wellness Committee, the Committee will deliver program recommendations for wellness and disease management before December 2013.
5. Health trust committee: the parties agree that UFCW Local 1994 will join the County and the FOP's Employee Benefits Committee to study, review, and evaluate the feasibility of establishing a union health care trust, joint healthcare trust or Union administered plan for possible implementation no later than January 1, 2015.

This Appendix may be modified by written agreement of the parties.

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