

2006

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

The Montgomery County Government (Employer) and the Municipal & County Government Employees Organization, UFCW-Local 1994 (Union) hereby agree to the following procedures for the selection of shift assignments by bargaining unit members in the Department of Police, Emergency Communications Center (ECC).

1. Article 13, subparagraph 13.2, Work Day and Work Week, of the parties Collective Bargaining Agreement (CBA) provides that, the normal workday for full-time County employees is not less than eight (8) hours nor more than ten (10), except where otherwise agreed. This Agreement constitutes an exception to the stated hours required under the aforementioned contract language for bargaining unit employees working in the Public Safety Communications Specialist (PSCS) job classification working in the ECC. Said employees may be required to work up to twelve (12) hours in a work day and in excess of forty (40) hours of regularly scheduled work in a work week, but no more than eighty (80) hours of regularly scheduled work in a pay period (fourteen (14) days) without a requirement to compensate for overtime work under the terms of the parties Collective Bargaining Agreement.
2. The procedures for shift assignment for PSCS's in ECC will be selected annually by seniority (seniority as described in Item #3). With the exception of the initial pick to be held in early 2006, an annual pick will be held the first full week of November, beginning November of 2006, with shift assignments beginning the first full pay period of February the following year. Shift assignments selected during the initial pick will be effective beginning the first full pay period thirty (30) days after the pick.
3. All picks shall apply the parties Collective Bargaining Agreement Article 8 definition of seniority of length of County service, and is further defined as follows.

*Length of service 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 two (2) or more years occur. In such cases, service prior to the break in service shall not be counted.*

4. The work hours of ECC PSCS's selecting a twelve (12) hour workday will consist of seven (7) twelve (12) hour workdays (inclusive of a thirty (30) minute meal break and three (3) fifteen (15) minute breaks) within a fourteen (14) day period. The pattern of the regular schedule consists of one short week (thirty-six (36) hours) and one long week (forty-eight (48) hours) totaling eighty-four (84) hours within a two (2) week or fourteen (14) day period utilizing a two- two- three rotation (2 on, 2 off, 3 on, 2 off, 2 on, 3 off). Any change to the above pattern will require advance written notice to the union (the notice requirement will be consistent with that portion of Article 39.2 of the Collective Bargaining Agreement). Four (4) hours of one twelve (12) hour workday during the long week will be considered pre-scheduled mandatory overtime. If the employer does not require the mandatory overtime, volunteers based upon seniority will be solicited first to reduce the shift complement to the required level. Absent sufficient volunteers, the most senior affected twelve (12) hour shift employee will have the first right of refusal for release from the overtime work. However, all non-ECC employees must be released from any overtime assignment prior to any involuntary release of any PSCS from mandatory overtime.
5. Overtime compensation shall be earned for any hours in a pay status in excess of the regularly scheduled twelve (12) hour or eight (8) hour workday. In addition, overtime will be paid for hours in a pay status in excess of forty (40) hours in the work week pursuant to the parties Collective Bargaining Agreement, Article 5.9(e).
6. Article 20.12, subparagraph (b), Personal Leave and Compensation, of the parties Collective Bargaining Agreement requires employees in positions which require twenty-four (24) hour shift coverage to receive one (1) personal leave day and, depending upon their regular scheduled workday, additional hours of compensatory time. All PSCS's are now entitled to receive twenty-two (22) hours of compensatory time at the beginning of each leave year. All PSCS's who select a twelve (12) hour workday shall receive an additional eight (8) hours of compensatory time. Such time will be credited to the PSCS's compensatory leave balance the first full pay period in February.
7. Article 5.3, subparagraph (a), Shift Differential, of the parties Collective Bargaining Agreement provides that each employee required to work a shift which begins between the hours of 2:00 pm and 10:59 pm shall receive one dollar and twenty cents (\$1.20) for each hour worked and one dollar and forty cents (\$1.40) for each hour worked on a shift which begins between the hours of 11:00 pm and 5:00 am. This Agreement constitutes an exception to the stated hours required under the aforementioned contract language for Public Safety Communications Specialists (PSCS's) working a twelve (12) hour shift in the Emergency Communications Center. Employees shall receive one dollar and twenty cents (\$1.20) for each hour worked between 4:00 pm and 10:59 pm and one dollar and forty cents (\$1.40) for each hour worked between the hours of 11:00 pm and 6:00 am. Dollar amounts shall remain consistent with the parties Collective Bargaining Agreement.
8. The County and the Union accept the language of the twelve (12) hour day as non-precedential and not applicable to any other bargaining unit positions outside the Public Safety Communications Specialist (PSCS) job classification in the Department of Police.

9. With the exception of the initial pick to be held in early 2006, fourteen (14) days prior to the pick, the Employer will provide all bargaining unit members within the PSCS classification who work in the ECC with information on the number and distribution of positions for each shift, and a list of all participating bargaining unit members in order of seniority. The Employer will also provide each bargaining unit member with a Proxy Sheet (to be discussed in Item sixteen (16) of this Agreement). Concurrent with the distribution of the shift information, the Employer will provide the Union a copy of the seniority list. For the initial pick in early 2006, such information shall be distributed seven (7) days prior to the pick.
10. On the designated pick date, bargaining unit members will report to the scheduling area in pre-established seniority order. Each bargaining unit member will enter a room, close the door, and view a posting of all schedules. Currently, ECC is offering both 8- and 12-hour schedules. The closing of the door signifies the beginning of the bid process. The bargaining unit member will then place his/her name in the appropriate slot indicating his/her choice.
11. PSCS's may be asked to designate their preference of rotation. Such designation will be made in seniority order by shift and schedule after the pick is completed. It is important to the employer that Communication Training Officers (CTOs) be evenly distributed among rotations for training and operational purposes. CTO rotation preferences will be considered, however, when there is a conflict, training and operational needs will supersede such preferences. Volunteers will be sought prior to assigning any CTO to a non-preferred rotation. If there are no volunteers, CTOs will be assigned based on inverse seniority. This procedure assures balance among PSCS's working on each shift with respect to days off. It is expected that this procedure will take no longer than one (1) hour following the pick to complete. PSCS's will be asked to proxy a designation during the pick in case they cannot be contacted immediately following the pick to make such designation.
12. Bargaining unit members will be relieved from duty to participate in the pick. Those members who are not on duty will be compensated one (1) hour of overtime pay to complete their pick. Those bargaining unit members choosing to pick by proxy will not be entitled to such compensation.
13. It is understood that this process will take no longer than eight (8) hours to complete on the day selected.
14. Any bargaining unit member who is unable to report for work on their designated shift at the implementation date of the pick due to extended absences, medical disability, or FMLA will be eligible to participate in a shift pick in accordance with seniority.

15. Bargaining unit members unable to report to work for reasons explained in item fourteen (14) of this Agreement are eligible for the pick. Positions selected by such bargaining unit members will be "Red Starred." Red Starred positions will be treated as "Acting PSCS positions" eligible to be selected by subsequent bargaining unit members during the pick. Those bargaining unit members who select Red Starred positions must vacate the Red Starred position upon the return of the temporarily incapacitated bargaining unit member, and will be given the opportunity to select any remaining available schedule. Should there be no available schedules, management will proceed according to item twenty (20), filling vacancies.
16. Any bargaining unit employee on pre-scheduled leave, or unable to report to work for reasons explained in item fourteen (14) of this Agreement on the day of the pick, may designate a paid union representative to make his/her selection. Such union representative will use a Proxy Sheet completed by the bargaining unit member. Proxy Sheets must be returned to the union office, via Fax or Interoffice Mail, two (2) calendar days prior to the pick. Proxy Sheets will be reviewed by the union to determine clarification prior to the pick. Bargaining unit members may provide numerous contact numbers on the Proxy Sheet, should questions arise during the pick procedure.
17. Any bargaining unit member who fails to arrive or proxy a pick in accordance with the designated deadline (including bargaining unit members on prescheduled leave) will be permitted to pick at the time of their arrival at the scheduling area. Such bargaining unit member will be placed at the front of the line to pick for the next available bid process (when the door opens). Bargaining unit members who do not arrive during the pick process will be given the opportunity to pick any remaining available schedule.
18. Strict seniority order as defined in Item three (3) of this Agreement will be followed. However, the Employer maintains the right, based on demonstrated operational need, to have trained and qualified staff on each shift should normal seniority based distributions not provide a minimum level of experience or necessary staffing composition on each shift.
19. The union will designate two (2) representatives who will be present, and in a pay status, to observe the assignment of bargaining unit members to shift preferences. Any issues concerning seniority order or assignment of shift preferences will be addressed on-site by the parties.
20. In the event that vacancies on shifts occur during the bid cycle, should the Employer choose to fill such vacancies, the Employer will announce the vacancy for a period of ten (10) calendar days. The vacancy will be posted prominently, and it will be distributed by e-mail to eligible ECC personnel, along with a pre-printed seniority list of all eligible employees. Interested employees must sign their name adjacent to their pre-printed name on the seniority list prior to the closing date/time. A vacancy sheet (attached) will be used to document the process. The Employer will use seniority rights to fill that vacancy. In filling the resulting subsequent vacancies, seniority will apply. New assignments will begin the first full pay period fourteen (14) days after the selection.

21. In cases of a tie in seniority, the following tie breaker process will be utilized in descending order:
- A. Previous service with ECC (full or part-time, excluding temps)
  - B. Previous service with Department of Police (full or part-time, excluding temps)
  - C. Previous service with Montgomery County (full or part-time, excluding temps)
  - D. The sum of the last four digits of each affected employee's social security number, with the employee having the higher sum of the four digits being deemed the more senior.

The union will be represented during the tie breaker process by a bargaining unit member in a pay status.

22. Individual shift selections made through this Agreement will not be modified to address personal needs; e.g., education, childcare.
23. This is the full and complete Agreement between the parties concerning all matters pertaining to a shift assignment procedure for the classification of Public Safety Communications Specialists (PSCS's) in the Department of Police for the period beginning February 1, 2006, through the negotiated term of the current Collective Bargaining Agreement.

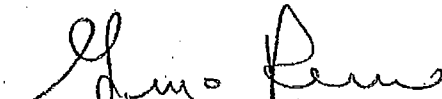
On or about August 1, 2006, the parties shall meet to discuss the effects of the implementation of this policy. Changes to the policy can only be adopted by written consent of the parties.

FOR THE EMPLOYER:

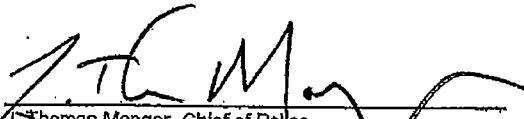
  
\_\_\_\_\_  
Douglas M. Duncan, County Executive

2/9/06  
\_\_\_\_\_  
Date

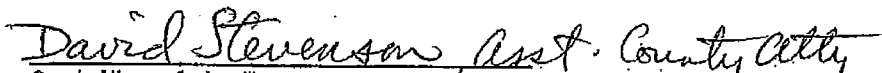
FOR THE UNION:

  
\_\_\_\_\_  
Gino Renne, President

1/23/06  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
J. Thomas Manger, Chief of Police

1/26/06  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
David Stevenson, Asst. County Atty.

County Attorney for legality

January 30, 2006  
\_\_\_\_\_  
Date

### By Seniority within PSCS Job Classification

Shift and Schedule Offered \_\_\_\_\_

[illegible]

[illegible]