

**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 **UFCW Local 1994, Municipal & County Government Employees Organization**, (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) and the Public Safety Emergency Call Taker (PSEC) job classifications** 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 and PSEC's in ECC will be selected annually by seniority (seniority as described in Item #3). An annual pick will be held the **last full week of October**, with shift assignments beginning the first full pay period of February the following year. **PSCS's and PSEC's that have attained Full Performance status are eligible to participate in the pick process.**
3. For the purposes of this Agreement, and as an exception to the definition of Seniority as provided under Article 8 of the parties Collective Bargaining Agreement, Seniority will be applied consistent with time within ECC, and is further defined as follows:

Time in the ECC (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 time in the ECC, which is the effective date of hire or transfer into the ECC, except in cases when breaks in ECC service of two (2) or more years occur. In such cases, time in the ECC prior to the break in service shall not be counted.

The current seniority list that has been utilized in the ECC will be grandfathered in as to not impose any negative changes on current ECC personnel.

At any time where an employee transfers into ECC or returns to ECC after a break in County Service, the Union will be responsible for determining where that person falls in the ECC seniority list. The County will notify the Union of the transfer or return and will provide a copy of the current ECC seniority list to the Union.

4. In cases of a tie in seniority, the following tie breaker process will be utilized in descending order:
 - A. Previous service with Department of Police (full or part-time, excluding temps)
 - B. Previous service with Montgomery County (full or part-time, excluding temps)
 - C. 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.

5. The work hours of ECC PSCS's and PSEC'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). **If an employee is on leave for an entire pay period, their schedule will be adjusted so that they are only charged with eighty (80) hours of leave, the other four (4) being recorded as a schedule adjustment off.**
6. 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).
7. 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 and PSEC's are now entitled to receive twenty-two (22) hours of compensatory time at the beginning of each leave year. All PSCS's and PSEC'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 and PSEC's compensatory leave balance the first full pay period in February.

8. 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 **evening shift differential** for each hour worked **and night shift differential** 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) **and Public Safety Emergency Call Takers (PSEC's)** working a twelve (12) hour shift in the Emergency Communications Center. Employees shall receive **evening shift differential** for each hour worked between 4:00 pm and 10:59 pm and **night shift differential** 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.
9. 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) **and the Public Safety Emergency Call Taker (PSEC) job classifications** in the Department of Police.
10. Fourteen (14) days prior to the pick, the Employer will provide all bargaining unit members within the PSCS **and PSEC classifications** 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 seventeen (17) of this Agreement). Concurrent with the distribution of the shift information, the Employer will provide the Union a copy of the seniority list.
11. 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. 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.
12. It is important to the Employer that Communication Training Officers (CTOs) be evenly distributed for training and operational purposes. CTO 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 schedule. If there are no volunteers, CTOs will be assigned based on inverse seniority where the operational need is met.** This procedure assures balance among PSCS's **and PSEC's** working on each shift with respect to days off.
13. 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.
14. It is understood that this process will take no longer than eight (8) hours to complete on the day selected.

15. 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.
16. Bargaining unit members unable to report to work for reasons explained in item fifteen (15) 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 or PSEC 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.
17. Any bargaining unit employee on pre-scheduled leave, or unable to report to work for reasons explained in item fifteen (15) 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.
18. 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.
19. 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.
20. 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.
21. **In the event that vacancies on shifts occur during the bid cycle, the Employer may implement a back bid shift pick. A back bid shift pick is defined as the process of filling vacancies occurring outside of the annual schedule bid pick for the purpose of allowing employees the opportunity to bid on vacant shift slots. A vacancy is defined as an unoccupied position without an incumbent assigned. A vacancy does not include when an incumbent is temporarily absent from their position for whatever reason.**

The back bid shift picks will occur in April to take effect the first full pay period in June, and in August to take effect the first full pay period in October. The Employer will reserve the right to decide which vacancies if any, will be opened for a back bid shift pick based on operational needs. If there are no vacancies or if the Employer deems there is no operational need to fill a vacancy, then no back bid shift pick will occur.

As vacancies occur between the annual and back bid schedule pick opportunities, newly hired employees will be temporarily assigned to a shift. At the next scheduled annual pick or back bid pick, the new employees will vacate their temporary assignments and will bid for a new shift based on their seniority according to the process as outlined in this MOA.


The following process will be followed when implementing a back bid shift pick:

- A. At least ten (10) days prior to a scheduled shift pick, the Employer will announce via email and via posting in a public work area that a back bid shift pick will occur. The Employer will provide all eligible employees who work in ECC with information on the number and distribution of the shift vacancies open for bid.
- B. Interested employees will respond in writing to the Employer if they are interested in participating in the back bid shift pick by the stated deadline. Employees shall provide the Employer current contact information.
- C. The Employer will prepare a seniority list comprised of the employees who expressed intent to participate in the back bid shift pick. A copy of the seniority list will be given to participating employees and to the Union.
- D. Participating employees will be contacted by the Employer in seniority order with contact being made either in person or via telephone and offered the vacant shift slot(s). If the Employer is unable to contact the employee or the employee fails to respond to attempted contacts within a 48 hour window, the employee waives their right to participate in the back bid process.
- E. If participating employees select a new shift assignment their vacated shift slot will be added to the open vacancy list. Remaining participating employees who have not yet bid will then be able to select from the open vacancy list.

- 22. Individual shift assignments made through this Agreement will not be modified to address personal needs; e.g., education, childcare, **excluding the existing policy concerning work switches.**
- 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) and **Public Safety Emergency Call Taker (PSEC)** in the Department of Police for the period beginning **July 1, 2014** through the negotiated term of the current Collective Bargaining Agreement.


This Agreement supersedes and replaces the Shift Assignments for Bargaining Unit Members In ECC MOA dated February 1, 2006 and replaces the Addendum to the MOA dated December 24, 2007.

FOR THE EMPLOYER:



J. Thomas Manger, Chief of Police

Date 6/9/14



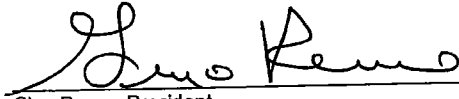
Joseph Adler, Director, Office of Human Resources

Date 8/21/14

Reviewed by Heather Mulloy
County Attorney for legality
6/6/2014

Date

FOR THE UNION:



Gino Renne, President

Date 8/24/14