

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

The Montgomery County Government (Employer) and UFCW Local 1994, Municipal & County Government Employees Organization, AFL-CIO (Union) hereby agree to the following procedures for the selection permanent shift assignments by bargaining unit members in the Office Services Coordinator (OSC) job classification and lead worker positions, in the Telephone Reporting/Message Routing Center Unit (TRU/MRC) within the Information Management & Technology Division (IMTD) of the Montgomery County Police Department.

1. The procedures for shift assignment for all OSC and lead worker bargaining unit employees in the TRU/MRC Unit will be based on shift assignments to be selected annually, by seniority. Absent the initial pick which will occur on August 28, 2014, an annual pick will be held sometime during the first three weeks of November, with shift assignments beginning the first full pay period of January the following year. Shift assignments selected during the initial pick will be effective the pay period beginning on September 28, 2014.
2. Any OSC or lead worker, who is not at the bottom of the seniority list, wishing to change their current shift assignment via the following pick procedure, must notify the TRU/MRC Supervisor or designee in writing. If the TRU/MRC Supervisor or designee does not receive any such requests annually within the month of September, all OSC's or lead worker's will continue to work their current shift assignments through the next annual bid cycle and the November pick will be cancelled.
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 in the Office Services Coordinator (OSC) job classification, or time in the lead worker position respectively in the MRC/TRU Unit of the Information Management & Technology Division of the Montgomery County Police Department, and is further defined as follows.

*Time in job classification 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 OSC classification or lead worker position within the TRU/MRC Unit, counting from the entry date within the Unit, except in cases when breaks in service of two (2) or more years occur. In such cases, time in the job classification or position prior to the break in service shall not be counted.*

Each affected employee's current seniority date (length of county service) will be utilized to create the initial seniority list which will be grandfathered in as to not impose any negative changes on current IMTD personnel. This list is attached.

4. Thirty (30) days prior to the date of the pick, the Employer will provide all OSC and lead worker bargaining unit members within the TRU/MRC Unit, the number and distribution of positions for each shift and days off designation. The Employer will also provide each bargaining unit member with the seniority list as well as a Proxy Sheet (to be discussed in number ten (10) of this Agreement).
5. On the designated pick date(s), 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 their choice. This process allows all bargaining unit members to personally view shift/day off availability and make an informed choice.
6. 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 overtime pay or comp time to complete their pick. Those bargaining unit members choosing to pick by proxy will not be entitled to such compensation.
7. It is understood that the pick process will take no longer than three (3) hours to complete on the day selected.
8. 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.
9. Bargaining unit members unable to report to work for reasons explained in number eight (8) 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 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 placed in a vacant position.
10. Any bargaining unit employee on pre-scheduled leave, or unable to report to work for reasons explained in number eight (8) of this Agreement on the day of the pick, may designate a paid union representative to make their 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, three (3) 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.

11. 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 to the scheduling area. Such bargaining unit member will be placed at the front of the line to pick during 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 select any remaining vacant schedule.
12. Concurrent with the distribution of the shifts and days off schedule, the Employer will also provide the union a list of all participating bargaining unit members by seniority.
13. Strict seniority order 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 distributions not provide a minimum level of experience or necessary staffing composition on each shift.
14. The union will designate one (1) representative who will be present, and in a pay status, to observe the assignment of bargaining unit personnel to shift preferences and creating the seniority lists. Any issues concerning seniority order or assignment of shift/days-off preferences will be addressed on-site by the parties.
15. In the event that vacancies on shifts occur during the annual period prior to the next selection, 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 occurring two weeks after the completion of the process explained in number sixteen (16) of this Agreement.
16. In filling vacancies, a seniority list will be followed from top to bottom. Each bargaining unit member will be offered the resulting vacancy until the seniority list is exhausted. A vacancy sheet (attached) will be filled out in its entirety documenting each bargaining unit members' response. When applicable, the union will be represented during the process by a bargaining unit member in a pay status.
17. In cases of a tie in seniority within the Unit, the TRU/MRC Supervisor or designee will utilize the following tie-breaker process in descending order:
  - A. Previous service with Montgomery County Police Department (full or part-time, excluding temps)
  - B. Previous service with Montgomery County (full or part-time, excluding temps)
  - C. 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
  - D. The sum of the 9 digits of each affected employee's social security number, with the employee having the higher sum of the 9 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.

18. Individual shift assignments made through this Agreement will not be modified to address personal needs; e.g., education, childcare. However, at any time during the year, an OSC may elect to switch schedules with another OSC provided the following criteria are met:

A. All OSC's higher on the seniority list than the OSC's involved in the switch must provide written acknowledgement of the request, thus protecting the sanctity of the seniority process.

B. Such requests should not be intended to circumvent the seniority process. A switch is intended to accommodate temporary needs and/or emergency situations.

A written "Schedule Switch" request will be presented to the TRU/MRC Supervisor or designee. The request should include the name and schedule of the OSC initiating the switch, the name and schedule of the OSC with whom the initiating OSC will switch with, as well as written acknowledgement from all other OSC's meeting the criteria of item "A" above. The TRU/MRC Supervisor or designee shall provide a written response within five (5) working days. Schedule switch requests shall not be unreasonably denied.

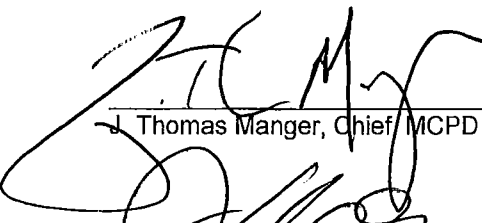
After receiving written approval from the TRU/MRC Supervisor, the schedule switch will be effective the first day of the next full pay period.

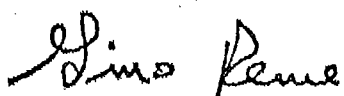
19. This is the full and complete Agreement between the parties concerning all matters pertaining to a permanent shift selection procedure for Office Services Coordinators (OSC's) and lead workers in the Telephone Reporting/Message Routing Center Unit (TRU/MRC) within the Information Management & Technology Division of the Montgomery County Police Department for the period beginning August 1, 2014, through the negotiated term of the Collective Bargaining Agreement.


The Memorandum of Agreement (MOA) shall be automatically renewed annually unless either party notify the other in writing no later than June 1 of the current year, that it wishes to terminate or modify this MOA for any reason. Notification of intent to modify shall include the substance of the modifications desired. Changes to the policy can only be adopted by written consent of the parties.

**FOR THE EMPLOYER:**

**FOR THE UNION:**

  
Thomas Manger, Chief, MCPD      8/18/14  
Date

  
Gino Renne, President      8/15/14  
Date

  
Joseph Adler, Director, OHR      9/9/14  
Date

  
County Attorney for Legality      7/4/14  
Date