

**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 (Union) hereby agree to the following procedures for the selection permanent shift assignments by bargaining unit members in the Code Enforcement Inspectors (CE Inspectors) Customer Service Associates (CSA's), Animal Care Attendant, Adoption Counselor, Admissions Specialist, Registered Veterinary Technician and Veterinarian Assistant job classifications in the Animal Services Division of the Montgomery County Police Department.

1. The procedures for shift assignment for all above referenced job classifications in the Animal Services Division will be based on shift assignments to be selected annually, by seniority. An annual pick will be held in November, with shift assignments beginning the first full pay period of January the following year.
2. Each job classification will have its own annual pick. Any ASD employee, who is not at the bottom of the seniority list within their job classification, wishing to change their current shift assignment via the following pick procedure, must notify the Animal Services Division Director or designee in writing. All ASD employees in job classifications where the Director or designee does not receive any such requests annually during the month of September 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 job classification within the Animal Services Division, 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 job classification, counting from the entry date within the Division, except in cases when breaks in service of two (2) or more years occur. In such cases, time in the job classification prior to the break in service shall not be counted.

4. Thirty (30) days prior to the date of the pick, the Employer will provide all employees the number and distribution of positions for each shift and days off designation in their job classification. The Employer will also provide each ASD employee a current seniority list within their job classification as well as a Proxy Sheet (to be discussed in number ten (10) of this Agreement).

5. On the designated pick date(s), ASD employees will report to the scheduling area at the Animal Services Division in pre-established seniority order. Each ASD employee 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 ASD employee will then place their name in the appropriate slot indicating their choice. This process allows all ASD employees to personally view shift/day off availability and make an informed choice.
6. ASD employees will be relieved from duty to participate in the pick. Those ASD employees who are not on duty will be compensated one (1) hour overtime pay or compensatory time to complete their pick. ASD employees choosing to pick by proxy will not be entitled to such compensation.
7. It is understood that the pick process at the Animal Services Division will take no longer than four (4) hours to complete on the day selected.
8. Any ASD employee 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. ASD employees unable to report to work for reasons explained in number eight (8) of this Agreement are eligible for the pick. Positions selected by such ASD employees will be "Red Starred." Red Starred positions will be treated as "Acting Positions" eligible to be selected by subsequent ASD employees during the pick. ASD employees who select Red Starred positions must vacate the Red Starred position upon the return of the temporarily incapacitated ASD employee, and will be placed in a vacant position.
10. Any ASD 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 ASD employee. 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. ASD employees may provide numerous contact numbers on the Proxy Sheet, should questions arise during the pick procedure.
11. Any ASD employee who fails to arrive or proxy a pick in accordance with the designated deadline (including employees on prescheduled leave), will be permitted to pick at the time of their arrival to the scheduling area. Such ASD employees will be placed at the front of the line to pick during the next available bid process (when the door opens). ASD employees 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 employees by seniority by job classification.
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 ASD employees 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 ASD employee in the affected job classification 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 ASD employees' 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 Animal Services Division, the Director of the Division 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 (the sum of all 9 digits will be utilized if a tie still remains)

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 ASD employee may elect to switch schedules with another ASD employee provided the following criteria are met:
 - A. Both ASD employees must have the same job classification.
 - B. All ASD employees in the effective job classification higher on the seniority list than an ASD employee involved in the switch must provide written acknowledgement of the request, thus protecting the sanctity of the seniority process.
 - C. Such requests should not be intended to circumvent the seniority process. A switch is intended to accommodate temporary needs and/or emergency situations.

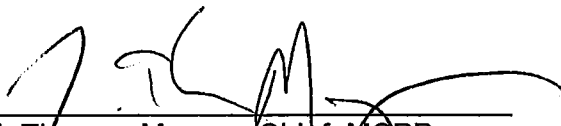
A written "Schedule Switch" request will be presented to the Division Director or designee. The request should include the name and schedule of the ASD employee initiating the switch, the name and schedule of the ASD employee with whom the initiating ASD employee will switch with, as well as written acknowledgement from all other ASD employees' meeting the criteria of letter B above. The Division Director 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 Division Director, 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 Code Enforcement Inspectors (CE Inspectors) Customer Service Associates (CSA's), Animal Care Attendant, Adoption Counselor, Admissions Specialist, Registered Veterinary Technician and Veterinarian Assistant job classifications in the Animal Services Division of the Montgomery County Police Department for the period beginning January 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 September 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:


J. Thomas Manger, Chief, MCPD

Date 3/14/14


Joe Adler, Director of Human Resources

Date: 2/24/14

FOR THE UNION:


Gino Renne, President

Date 3/31/14

VACANCY SHEET

By Seniority within _____ Job Classification

Date _____ Effective Date _____

[illegible]

[illegible]