



Cornell University
ILR School

BLS Contract Collection

Title: **Montgomery, County of and Municipal & County Government Employees Organization, United Food and Commercial Workers (UFCW), AFL-CIO, Local 1994 (2004)**

K#: **820810**

This contract is provided by the Martin P. Catherwood Library, ILR School, Cornell University. The information provided is for noncommercial educational use only.

Some variations from the original paper document may have occurred during the digitization process, and some appendices or tables may be absent. Subsequent changes, revisions, and corrections may apply to this document.

The complete metadata for each collective bargaining agreement can be found at - <http://digitalcommons.ilr.cornell.edu/blscontracts/1/>

For a glossary of the elements see - <http://digitalcommons.ilr.cornell.edu/blscontracts/2/>

For additional research information and assistance, please visit the Research page of the Catherwood website - <http://www.ilr.cornell.edu/library/research/>

For additional information on the ILR School - <http://www.ilr.cornell.edu/>

For more information about the BLS Contract Collection, see <http://digitalcommons.ilr.cornell.edu/blscontracts/>

Or contact us:

Catherwood Library, Ives Hall, Cornell University, Ithaca, NY 14853
607-254-5370 ilrref@cornell.edu

AGREEMENT

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

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

For the Years July 1, 2004 through June 30, 2007

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
108 Olde Towne Avenue, Suite 13
Gaithersburg, Maryland 20877
(301) 977-2447

July 2004

TABLE OF CONTENTS
OPT/SLT Bargaining Units

		<u>Page</u>
Article 1.	Recognition	1
Article 2.	Management Rights	3
Article 3.	Agency Shop	4
Article 4.	Voluntary Checkoff of Union Fees and Deductions	5
Article 5.	Wages, Salary and Employee Compensation	6
Article 6.	Service Increments	17
Article 7.	Accelerated Within-Grade Advancement	19
Article 8.	Seniority	19
Article 9.	Working Conditions	21
Article 10.	Grievances	25
Article 11.	Arbitration	28
Article 12.	Probationary Period for New Appointments and Promoted Employees	29
Article 13.	Work Schedules; Attendance; Hours of Work	30
Article 14.	Annual Leave	33
Article 15.	Sick Leave	36
Article 16.	Leave Without Pay	40
Article 17.	Disability Leave	43
Article 18.	Parental Leave	45
Article 19.	Administrative Leave	46
Article 20.	Holiday Leave	48
Article 21.	Benefits	53
Article 22.	Transfer	57
Article 23.	Promotion	58
Article 24.	Demotion	58
Article 25.	Resignation	59
Article 26.	Termination	60
Article 27.	Reduction-In-Force	61
Article 28.	Disciplinary Actions	62
Article 29.	Labor Management Relations Committee (LMRC)	66
Article 30.	Notices to Employees	68
Article 31.	Maintenance of Standards	69
Article 32.	Tools and Uniforms	69
Article 33.	Light Duty	72
Article 34.	Safety and Health	74
Article 35.	Visitation	80
Article 36.	Union Activities	80
Article 37.	No Strikes or Lockouts	82
Article 38.	Non-Discrimination	82
Article 39.	Communication	83
Article 40.	Performance Evaluations	84
Article 41.	Retirement	85
Article 42.	Duration	89
Article 43.	Transportation/Air Quality Committee	89
Article 44.	Defined Contribution Plan	89
Article 45.	Family and Medical Leave	91
Article 46.	Records	96

Article 47	Negotiations Procedures	99
Article 48	Ergonomics	100
Article 49	Re-opener	100
Article 50	Legal Defense and Representation	104
Article 51	Job Sharing	105
Article 52	Inquiries into Asserted Abusive Conduct	106
Article 53	Substitute, Seasonal, and Temporary Employees	107
Appendix I	Sheriffs	110
Appendix II	Department of Health and Human Services	112
Appendix III	Department of Police, Crossing Guards & Forensic Specialists	114
Appendix IV	Department of Corrections and Rehabilitation	115
Appendix V	Department of Liquor Control	119
Appendix VI	Department of Public Works and Transportation	121
Appendix VII	Salary Schedules	123
Appendix VIII	Reasonable Accommodation	132
Appendix IX	Performance Planning and Evaluation Procedures for Bargaining Unit Employees	135
Appendix X	Department of Permitting Services	145
Appendix XI	Attendance Policy for Employees of Dept. of Correction & Rehabilitation and DPWT's Division of Transit Services	146

COLLECTIVE BARGAINING AGREEMENT

THIS AGREEMENT is made and entered into this 1st day of July, 2004, between MONTGOMERY COUNTY, MARYLAND (hereinafter referred to as "Employer") and the MUNICIPAL & COUNTY GOVERNMENT EMPLOYEES ORGANIZATION/United Food and Commercial Workers Union Local 1994, AFL-CIO, (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 heavy 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

- (16) matters affecting the health and safety of employees;
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 tenants 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. **Beginning the first pay period following January 1, 2005, a longevity increment will be added to the salary schedules found in Appendix VII 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 2 percent increase.**

5.2 Wages

- (a) Effective the first full pay period following **September 4, 2004**, each employee shall receive a **2** percent increase. Bargaining unit employees shall be paid a base salary pursuant to the uniform pay plan, which appears in Appendix VIIA of this Agreement.
- (b) Effective the first full pay period following **July 1, 2005**, each employee shall receive a **2.75** percent increase. Bargaining unit employees shall be paid a base salary pursuant to the uniform pay plan, which appears in Appendix VIIB of this agreement.
- (c) Effective the first full pay period following **July 1, 2006**, each employee shall receive a **3.0** percent increase. Bargaining unit employees shall be paid a base salary pursuant to the uniform pay plan, which appears in Appendix VIIC of this agreement.
- (d) **Effective the first full pay period following January 1, 2007, each employee shall receive a one percent increase. Bargaining unit employees shall be paid a base salary pursuant to the uniform pay plan, which appears in Appendix VIID of this Agreement.**

5.3 Shift Differential

- (a) Effective the first full pay period after July 1, 1998, each employee required to work a shift that begins between the hours of 2:00 p.m. and 10:59 p.m. shall receive \$0.95 for each hour worked and \$1.15 for each hour worked on a shift that begins between the hours of 11:00 p.m. and 5:00 a.m. The hourly pay differential shall increase to \$1.20 and \$1.40 respectively, effective July 1, 2002. 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 citizens. 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 basic skill level will receive \$0.85 per hour for all hours actually worked. 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 \$1.30 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.

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.**

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, in accordance with the following schedule for partial hours:
1 - 15 minutes = no compensation
16 - 45 minutes = 30 minutes overtime compensation
46 - 60 minutes = 60 minutes overtime compensation
- (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.

(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

Notwithstanding 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, requesting and is granted leave subject to workload requirements as determined by the employer.

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.

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.
- (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 Compensation System for Employees Assigned to the Automotive Repair Facility

The Employer and Union will negotiate a separate compensation system for employees assigned to the Automotive Repair Facility within the Division of Equipment Management, DPWT. The compensation will include a base salary and performance incentives.

5.22 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.

5.23 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 \$2.25 for each hour of training.

5.24 ASE Certification Incentive Pilot Program

This incentive program applies to employees assigned to the Division of Fleet Management 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 the pay incentive.

5.25 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.

5.26 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*.

5.27 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 \$0.40 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 (\$0.365) shall be adjusted accordingly.

5.28 Court Time

This section applies only to bargaining unit members who are Correctional Officers, Correctional Specialists, or Deputy Sheriffs 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.

5.29 Wage Compression

The parties agree to move the pending matter to a prohibited practice charge (ULP). The parties agree to maintain their respective positions and the Union is free to file a ULP.

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.

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.

<u>Class Title</u>	<u>Grade</u>
Autobody Repairer Apprentice	11
Building Services Inspector	12
Carpenter Apprentice 11	
Carpenter II	17
Crossing Guard (transfer only)	09
Depot Supply Clerk	14
Electrician Apprentice	11
Electrician II	17
Equipment Operator I	12
Equipment Operator II	13
Equipment Operator III	15
HVAC Mechanic Apprentice	11
HVAC Mechanic II	17
Mason II	16
Mechanic Apprentice	11
Mechanic Leader	18
Painter II	14
Pavement Marking Leader	15
Plumber Apprentice	11
Plumber II	16
Printer Apprentice	09
Printer II	16
Public Services Craftworker	13
Public Services Worker III	11
Public Services Worker IV	13
Security Officer II	16
Sign Fabricator Apprentice	09
Supply Clerk I	10
Supply Clerk III	13
Transit Aide I	08
Transit Aide II	12
Tree Climber Apprentice	10
Truck Drv./Whse. Worker Helper	09
Truck Drv./Whse. Worker Sub. Worker	11

Truck Drv./Whse. Worker	14
Warehouse Equip. Operator	13
Work Force Leader I	13

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 Dependent Care Issues

- (a) A campaign should be undertaken to encourage participation in the Dependent Care Assistance Program (DCAP) by advising bargaining unit employees of its benefits, explaining how it works, and making it easier for employees to participate.
- (b) A brochure will be developed for bargaining unit employees that explains DCAP.
- (c) A network of dependent care providers who give bargaining unit members priority placement will be established.
- (d) Bargaining unit employees will be permitted to participate in a job sharing program as provided in the Administrative Procedure on job sharing.
- (e) The Union will be permitted one member on the County Work Life Committee.
- (f) **(1) Bargaining unit members are eligible for the “emergency pager” program that aids employees in meeting work program responsibilities while attending to family needs. Employees may apply for the short-term use of one of 10 available pagers during the period of expected childbirth or during a period of time when an employee needs to care for family members (spouse, domestic partner, minor child, parent or adult child incapable of self care) who have critical medical conditions. The program is offered without charge to eligible bargaining unit employees. Employees may apply for the use of pagers for a period of up to 30 calendar days free of charge for eligible events. Application shall be made to the Office of Human Resources and approval provided by the Director or designee.**

(2) **The use of pagers is for notification purposes only. In the event that a bargaining unit employee needs to leave work as a result of a page, established procedures for work absences will be followed.**

(3) **Eligible Events**

(A) **Child Birth** The use of pagers shall be approved for the 30-calendar-day period immediately prior to the expected date of delivery. This period may be extended when pregnancy is prolonged or childbirth-related medical complications exist.

(B) **Critical Medical Condition** In cases involving the serious and critical medical condition of a family member, the use of pagers may be approved in increments of 30 calendar days.

9.10 **Classification Issues**

- (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) A salary increase of 5 percent for the incumbents of all bargaining unit job classes reallocated upwards will be limited to those job classes eligible for a 5-year maintenance review through December 31, 1993.
- (d) A salary increase of 5 percent for the incumbents of all bargaining unit positions reclassified upwards will be limited to those positions reclassified through December 31, 1993.
- (e) Effective with this Agreement, the Employer shall no longer conduct job classification reviews in accordance with an established maintenance schedule, i.e. 5-year maintenance cycle. Existing maintenance reviews that were scheduled to start on or before December 31, 1993, shall be completed in accordance with the previously established review schedule.
- (f) Classification and grade level review of each occupational class may be requested by the Union at any time during the months of June and December.
- (g) (1) Requests for occupational class studies must show a material change in duties that justifies the request. Each Union request for a classification and grade level review shall be granted or denied within 30 days of the County's receipt of the request.
(2) An occupational 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.

- (3) Each bargaining unit member whose position is reclassified or job class reallocated upward will have his or her service increment date reassigned to the reclassification or reallocation effective date. Bargaining unit members will be eligible for a future service increment 12 months from the newly reassigned increment date.
- (h) Any occupation class accepted for review shall be reviewed in turn with other job classes that are scheduled for review.
- (i) The County will inform the Union upon request of all outstanding classification and grade level review requests within the Units.
- (j) Subject to Article 2 of this 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.
- (k) In the event that the Employer considers a broadbanding system of job classification affecting bargaining unit positions during the term of the Agreement, the parties agree to meet and confer on the issue. Further, the Employer and the Union will negotiate the salary and wage impact of such a system upon bargaining unit positions.

9.11 Reasonable Accommodation

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

9.12 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.

9.13 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.

9.14 Work Life Committee

The Work Life Committee shall submit recommendations concerning work life initiatives to the parties on a date mutually agreed upon. The recommendations may be implemented by the parties or serve as the basis for further bargaining. In the event the recommendations are to be bargained, the impasse procedures contained in the County Collective Bargaining Law shall apply.

ARTICLE 10

GRIEVANCES

10.1 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.

10.2 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, or removal waives any right to have that action reviewed by the Montgomery County Merit System Protection Board.

10.3 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.

10.4 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.

10.5 Procedure

Step 1 Formal/Immediate Supervisor - A written grievance must be presented to the immediate supervisor by the Union within 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. The immediate supervisor shall provide a written response within 7 calendar days of receipt of the grievance. If the Union is not satisfied with the response or no response is given, the grievance may be appealed to Step 2 in writing within 10 calendar days of receipt of the written response from the immediate supervisor.

Step 2 Formal/Department Head - Upon receipt of a written appeal from Step 1, the department head or designated representative responsible for resolution shall provide a written response within 15 calendar days of receipt of the grievance. If the Union is not satisfied with the response or no response is given, the grievance may be appealed to Step 3 in writing within 10 calendar days of receipt of the written response from the department head.

Step 3 Formal/Chief Administrative Officer - Upon receipt of a written appeal from Step 2, the Chief Administrative Officer or designee shall meet with the Union within 10 calendar days to discuss the grievance. The Chief Administrative Officer or designee shall provide a written response to the grievance within 30 calendar days of the meeting. If the grievance is not settled in accordance with the foregoing procedure, the Union or the Employer may refer the matter to arbitration under the procedure established in Article 11.

10.6 Waiver/Appeal

Failure of the Union to appeal a grievance within the specified time limits from the date of receipt of the Employer's answer, unless otherwise waived, will result in the grievance being resolved based on the last Employer response. Failure of the Employer to respond within the specified time limits, unless otherwise waived, may be treated by the Union as a denial of the grievance at the applicable step.

10.7 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. In this spirit, the parties may agree to waive time limits set forth in this procedure.

10.8 Expedited Review

In disciplinary matters, the Union reserves the right to appeal the grievance directly to Step 3.

10.9 Grievance Preparation Time

Bargaining unit employees shall be given up to a maximum of 2 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.

10.10 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. Presentation and format shall be established by the Committee.
- (6) If parties agree with the recommendation of the Committee, Notice of Discipline is issued with no grievance. If Union disagrees with the committee's recommendation, it is free to grieve the Notice of Disciplinary Action. If 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.

(b) Grievance Mediation

- (1) If the written Step 3 response from the Chief Administrative Officer does not resolve the grievance, the Union may, within 10 business days of receipt of such response, request mediation in lieu of proceeding directly to arbitration.**
- (2) Mediators will be selected from a list jointly agreed upon by the parties.**
- (3) The mediator's costs shall be equally shared by the parties.**
- (4) The parties' participation in mediation shall be voluntary.**
- (5) The mediator shall assist the parties in settling the grievance in a mutually satisfactory fashion.**
- (6) The mediation procedure shall be informal, the rules of evidence shall not apply, and no record shall be made of the proceedings. The rules of procedure shall otherwise be established by the parties.**
- (7) Nothing that is said by the mediator, or by the parties' representatives, during or surrounding the mediation, will be used or quoted outside the mediation without the prior consent of both parties.**

(c) 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. 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.

10.11 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.

ARTICLE 11

ARBITRATION

11.1 Eligibility

Any grievance unsettled as a result of a Step 3 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 3, Article 10 or upon expiration of the 30-day period referred to in Step 3, 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 Procedure

Within 10 calendar days from receipt of a notice to arbitrate, the Union and the Employer shall select the arbitrator.

Selection of the arbitrator shall be from a panel of 5 qualified individuals taken from a list established by the Employer and the Union. The panel of arbitrators shall be taken in alphabetical order. An arbitrator currently scheduled to hear a grievance pending arbitration under this Agreement may not be placed on the subject panel. In the event the parties agree, for any reason, other sources for the selection of arbitrators may be used, e.g., the Federal Mediation and Conciliation Service. The parties shall alternately strike the proposed arbitrators from the panel until one remains.

The requesting party shall contact the arbitrator selected and the parties shall agree upon a date for arbitration that is mutually convenient.

11.4 Powers of the Arbitrator

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.

11.5 Costs of Arbitration

The costs of arbitration shall be borne equally by the parties.

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 work schedules for all employees must be determined by the Chief Administrative Officer. Department heads, under the supervision of the Chief Administrative Officer, must maintain on a current basis in the Personnel Office work schedules of employee groups under their supervision and obtain approval of the Chief Administrative Officer for any changes.

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, based on work load requirements, 2 consecutive days off should be granted employees.
- (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 Department of Correction and Rehabilitation and 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.

13.5 Flexitime

(a) Implementation Standards

Flexitime 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) flexitime 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) flexitime 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 flexitime. Where flexitime is allowed, department heads may specify the types of flexitime 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 flexitime 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 10 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 flexitime 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.

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 should approve or deny annual leave requests within 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.

14.13 Annual Leave Incentive Program

At the County's request and with an employee's consent, an employee may perform their normal duties while receiving pay for annual leave.

- (a) The employee must have annual leave approved and scheduled in advance.
- (b) Employees may receive a maximum of 80 hours of annual leave per leave year while performing their normal duties. Employees may "cash in" the minimum number of hours of annual leave equivalent to the number of hours they are scheduled to work in a normal workweek (e.g. 40 hours scheduled and worked = 40 hours annual leave eligible to be cashed in), but not less. This program is not designed to provide an incentive for individual annual leave days scheduled to be off.
- (c) This process will be utilized by the parties as a one-year pilot project in the Department of Public Works and Transportation: Division of Transit Services and the Division of Fleet Management Services. The project may be extended an additional year by joint agreement.
- (d) For the purpose of this pilot program the annual leave pay-out will be treated and paid as a lump-sum and will be deducted from the employees accrued annual leave balance. The annual leave "cashed in" does not count towards overtime eligibility.

14.14 Annual Leave Transfers

For the term of this Agreement, unit members who are married to other unit members 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.

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.
- (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.
- (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 a licensed physician 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;
 - (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.

- (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.**
- (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.**

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 Reduction Incentive Pilot Program

Employees of the Emergency Communications Center, Department of Correction & Rehabilitation, and Division of Transit Services shall be eligible to participate in a Sick Leave Reduction Incentive Pilot Program during FY02.

- (a) On each Monday following every second payday, a lottery shall be held in each of the units identified for this pilot program.
- (b) The names of all employees who did not use any sick leave during the previous two pay periods shall be entered into a lottery drawing for \$100.00.
- (c) For every 10 employees entered into the lottery, one name will be drawn.
- (d) The parties shall meet to discuss the implementation of this program.
- (e) After FY02, the parties shall negotiate the continuation and/or expansion of this program to other work units.

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.

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 the difference between normal County salary and the amount received under the Workers' Compensation law for a maximum period of 18 months of the temporary disability. During the covered period of temporary disability, the Employer will adjust the employee's gross salary to account for the favorable tax treatment of the Workers' Compensation disability pay. Under no circumstances will the employee's adjusted net pay be less than 100 percent of the net pay that he or she received prior to the disability designation.** 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. 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.

- (b) 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.
- (c) 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*.

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;
- (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
- (a) 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 consecutive 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 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.
- (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.
- (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.

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, or New Year's Day, January 1, 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 10-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 10-month schedule are not eligible for those holidays falling outside the 10-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) 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.

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 individual 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.
- (b) As of January 1, 1995, deductibles in the Prudential Indemnity plan will be decreased to \$200 for single coverage and will remain at \$400 for family coverage.
- (c) The "stand-alone" prescription card co-pay will remain at \$5.00 for generic and mail-order and \$10.00 for brand name. There shall be no reduction in the level of prescription drug benefits.
- (d) Three health maintenance organizations (HMOs) will be open to employees hired before July 1, 1993, 2 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.

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

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.

21.4 Health Benefit Review for Calendar Years 1998-2000

The Employee Benefits Committee will conduct a review of the County's health, life, and dental benefits plan for calendar years 1998-2000. The Committee review shall include, but not be limited to, the following topics:

- (a) improvements in dental, vision, and prescription benefits at same or lower costs;
- (b) unbundling of dental, health and life benefits;
- (c) Pru-Plus out of network deductible;
- (d) podiatry care;
- (e) coverage of alternative medicine; and
- (f) coverage for employee who live out of state.

21.5 The County shall also contribute 80 percent of the premiums determined for any calendar year for benefit plans other than the health plans included in Section 21.2 (a). 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.

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, 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 County will increase the maximum annual allowance payable under the Employee Tuition Assistance Program to **\$1230 for FY 2005**, to **\$1330 for FY 2006**, and **\$1430 for FY 2007**. 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 those of another County position.

- (b) The Employer may approve tuition assistance for tuition and compulsory fees such as matriculation, registration, laboratory, and library fees.
- (c) The Employer will not approve tuition assistance for books, supplies, or extra fees such as late registration and parking.
- (d) Tuition assistance is available on a first-come first-served basis until all authorized funding has been obligated.
- (e) Employees receiving tuition assistance must attend the activities for which they are receiving tuition assistance during their off duty hours.
- (f) 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.

21.11 Long-term Care

Implement a new long term care program no sooner than 1/1/2002, 100 percent employee-paid through an interagency RFP.

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 July 30, 2005.**
- (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.

ARTICLE 22

TRANSFER

22.1 Definition

Transfers for the purpose of this Agreement shall have the same meaning as provided in Section 21-1 of the Montgomery County Personnel Regulations, effective July 1, 1986. 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
- (b) 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 Appeal of Transfer

A unit employee may appeal an involuntary transfer consistent with Section 21-6 of the Montgomery County Personnel Regulations, effective July 1, 1986.

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 ongoing 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.

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 or before April 15, the Union shall be provided a list of bargaining unit employees whose positions, as a result of budget decisions, are proposed by the Employer to be abolished. This list shall include home addresses and the employees' 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.

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) Because it is inconsistent with the employee's FLSA-exempt status, the department director must not impose a suspension on an exempt employee unless the suspension is for a full workweek from Sunday to Saturday or for multiple full workweeks.

(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 Disciplinary Examinations

- (a) The Union shall be given the opportunity to be represented at any examination of an employee in the bargaining unit by a representative of the Employer in connection with an investigation if:
 - (1) the employee reasonably believes that the examination may result in disciplinary action against the employee, and
 - (2) 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.
- (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.
- (e) 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 disciplinary examination of a bargaining unit member, the supervisor should remind the employee of his/her right to union representation during the examination.

28.7 Rights of Union Representatives During Disciplinary Examinations

- (a) When a steward arrives, the supervisor must inform the steward of the subject matter of the interview; i.e. the type of misconduct for which discipline is being considered (theft, tardiness, etc.).
- (b) The steward must be allowed to speak during the interview. However, the steward does not have the right to bargain over the purpose of the interview.
- (c) The steward can request that the supervisor clarify a question so that the worker can understand what is being asked.
- (d) When the questioning ends, the steward can provide additional information to the supervisor.

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.

ARTICLE 29

LABOR MANAGEMENT RELATIONS COMMITTEE (LMRC)

29.1 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 departmental Labor/Management Relations Committee(s).

29.2 This Committee shall be comprised of 3 representatives of the Employer and 3 representatives of the Union, and 3 additional persons per party as necessary, from time to time. The Committee shall meet up to 6 times per contract year (bimonthly) 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 2 weeks in advance of each meeting.

29.3 Committee agenda items may include, but are not limited to:

- (a) video display terminals;
- (b) infectious diseases;
- (c) Correctional Officer working conditions;
- (d) child care;
- (e) safety and security of employees;

- (f) nonessential inmate programs, workload, staffing, and mandatory overtime;
- (g) shift scheduling;
- (h) worker productivity and efficiency;
- (i) Health Dept. - staffing of night clinics;
- (j) Department of Liquor Control - monitor routing of deliveries and safety at stops; feasibility of amending current leave policies in those work weeks that include a County-celebrated holiday;
- (k) actions taken by Employer in connection with sick building syndrome;
- (l) review of maximum and minimum temperature requirements for closing of County facilities;
- (m) review issues concerning Police Service Aides staffing and career ladder;
- (n) similar other general working conditions;
- (o) DOT - Ride On:
 - (1) routing practices;
 - (2) Maintenance Committee;
 - (3) bus seats;
 - (4) pick procedures; and
 - (5) attendance policy;
- (p) Correction and Rehabilitation - Detention Center:
 - (1) supervisor training;
 - (2) Job Rotational Program;
 - (3) Wellness Program;
 - (4) resource allocation, rewards and recognition, performance appraisal processes, career development, quality of work life, standard operating procedures; 4/10 schedules; and paid lunch period;
- (q) Police - Police Service Aides:
 - (1) staffing during peak hours;
 - (2) on call pool of PSA's; and
 - (3) job enrichment; and

- (r) implementation of Federal Energy Act for transit subsidies and public/employee paid parking.

29.4 The Employer and the Union will establish a County-wide LMRC. This Committee shall be comprised of a maximum of 5 representatives of the Employer and a maximum of 5 representatives of the Union. The Committee shall meet up to 4 times per contract year (quarterly) unless otherwise mutually agreed, to discuss issues that have not been resolved at the department level LMRC or the issue has County-wide implications. 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 2 weeks in advance of each meeting.

ARTICLE 30

NOTICES TO EMPLOYEES

30.1 This Article shall apply to the following written notices to employees from the Employer:

- (a) disciplinary action;
- (b) termination;
- (c) RIF notices;
- (d) demotion;
- (e) promotion;
- (f) reduction-in-salary; and
- (g) employee overpayments.

30.2 The notices to employees identified above shall contain the following language at the bottom of the last page of the document and include employee address, work phone and home phone number, **and e-mail address**.

NOTICE TO BARGAINING UNIT EMPLOYEES

You are entitled to be represented in this matter by Municipal and County Government Employees Organization, UFCW LOCAL 1994, AFL-CIO (Union). If you wish a copy of this document sent to the Union, indicate by checking the appropriate space below:

_____ I do wish the Union to receive this document.

_____ I do not wish the Union to receive this document.

Employee's Signature

Date

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) call back pay;
- (c) disposition of educational and special pay;
- (d) use of County vehicles;
- (e) Sheriffs' law enforcement equipment issuance;
- (f) departmental uniform policy;
- (g) Transit Services run-pick procedures;
- (h) tools and equipment provided to DPWT trades and cleaning employees;
- (i) Union use of interdepartmental mail system;
- (j) Administrative Procedure No. 1-5, *Local Travel Guidelines*, personal mileage reimbursement;
- (k) call-back pay, as provided in the Montgomery County Personnel Regulations, as amended August 25, 1988;
- (l) deferred compensation; and
- (m) 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	FY06	FY07
Mechanic Autobody Repairer Mechanic Leader Welder*	\$615	\$640
Apprentice Mechanic	\$515	\$540
Mechanic Helper	\$415	\$440

*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 **\$350.00 during FY05** toward the purchase of safety shoes by employees, as required or recommended by management. From the date of receipt, this is the total amount an employee shall receive for a 3-year period. 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: Z41-1983, 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 \$85** 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.

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. 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.
- (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 10 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 without the **recommendation of the Employee Medical Examiner** and the written approval of the Chief Administrative Officer. In extraordinary circumstances, requests for extension may be made by the employee in writing in advance of the 6-month deadline. At the time of the extension, **the Employee Medical Examiner shall also recommend whether a reasonable accommodation or other administrative action should be pursued**. Extensions of light duty assignments may not exceed an aggregate of 6 months.
- (j) 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

Employees and the Union shall cooperate in the enforcement of the County's safety and health rules and procedures.

34.2 Safety and Health Committee

- (a) The Union and the County mutually agree that employees' safety is of primary concern and that every effort shall be made to promote safe equipment, safe work habits, and safe working conditions. In order to reduce the incidence of duty-incurred injury in County service, the County and the Union shall establish a Safety Committee consisting of the following:
 - (1) 5 representatives of the Union; and
 - (2) 5 representatives of management
- (b) The Union and the County shall select their representatives and each shall make such selections known to the other in writing. The Committee shall select a chair and said position shall be rotated between the County and the Union on a yearly basis. The Committee shall meet at the call of the Chair to formulate such rules as it considers appropriate to its mission. Thereafter, the Committee will function in accordance with the rules. The Committee shall meet not less than once each month. Special meetings may be held at the call of the Chair or at the request of any member communicated to the Chairman. Members of the Committee attending such meetings or performing related activities at the direction of the Committee will not suffer loss of time or pay.

- (c) A mutually agreed upon Committee will make periodic work area inspections. The Committee will review employee injury reports and recommend safety measures. The Committee shall have the authority to investigate specific safety problems and to make recommendations for their resolution to the employer. The Committee shall study and make recommendations concerning the following specific items and any other the Committee agrees to:
 - (1) protection of unit employees and their property;
 - (2) indoor air at County facilities;
 - (3) employee cash handling and bank deposit procedures;
 - (4) **abusive and hostile public;**
 - (5) **physical security of facilities; and**
 - (6) **adequacy of security force and protocols.**

34.3 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.

34.4 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.

34.5 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.

34.6 County Government Facility Closings

Facilities may be closed and employee status determined in accordance with Administrative Procedure 4-21, *Inclement Weather and General Emergencies*, dated July 12, 1991.

34.7 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.

34.8 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.

34.9 Flu Shots

Upon request, and contingent upon the availability of vaccine for individuals not in medically at-risk categories, the County shall provide flu shots to employees in the following departments **or job classes** at no cost:

Corrections and Rehabilitation
Sheriff's Office
Health and Human Services
Public Libraries
Bus Operators

34.10 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.

34.11 General Conditions

- (a) Employees are to be provided a safe workplace and are to be furnished with safety devices, protective clothing, 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) If the Union believes that a hazard exists and that it has not been eliminated with reasonable promptness, the Union shall have the right to notify the Director of Risk Management, who shall conduct an investigation and respond to the Union.

34.12 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.

34.13 Implementation of New Equipment

The County agrees to consider and favorably resolve any health and safety concerns that arise from the implementation of new equipment and processes.

34.14 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.**

34.15 Facilities Committee

The Union may submit to Departmental LMRCs issues concerning the status of County facilities, such as: lighting, rest rooms, telephones, employee lockers where provided, and general cleanliness of facilities.

34.16 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) Master Correctional Officer;
 - (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.

34.17 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 provide the Employer with notice of their driver's license number and shall notify the Employer of any suspension or revocation of their driver's license. This provision does not supersede or invalidate any existing driving event or record reporting requirement authorized by law, regulation, or departmental procedure.

34.18 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.

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 of 700 hours per year for use by SLT Unit Council representatives and 1300 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. 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

The Secretary/Treasurer shall be released from work 40 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.

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 mail system.
- (b) Union offices shall continue to be a County mail delivery site.
- (c) Mail transmitted through this system shall be limited to normal business correspondence and shall not be used for bulk mail purposes.
- (d) The County will establish a dial-up account and provide the necessary e-mail software and "in-fokey" hardware in order for the Union to read and post notices or messages on an electronic bulletin established for MCGEO. Any material that is placed on this electronic bulletin board space 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.**

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.

38.3 If an alleged violation of this Article is pursued by a grievant in any statutory forum such as a court or administrative agency, the violation shall not be subject of a grievance under this Agreement.

38.4 Sexual harassment is a form of sex discrimination and is therefore included in the provisions of Section 38.1 above. Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when:

- (a) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment;

- (b) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or
- (3) such conduct has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

ARTICLE 39

COMMUNICATION

39.1 Copies of Employer Correspondence

- (a) The Union must be given no less than **30** business 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 Notice of Work Rule Changes

The Union must be given no less than 15 business days notice of work rule changes. The Union shall have the opportunity during that 15-day period to bargain over any negotiable work rule change. 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 3 business days of receiving notice. Failure to agree on negotiable work rule changes will result in such matters being referred to impasse procedures under the County Collective Bargaining Law.

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.

(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.

(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

For an H member in the integrated retirement plan who retires on a normal retirement, he 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.

(d) Groups H & E-Cost-of-living Adjustments

(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.

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, **2004**, and terminate June 30, **2007**. Renegotiation of this Agreement shall begin no later than November 1, **2006**, and shall proceed pursuant to the County Collective Bargaining Law.

ARTICLE 43

TRANSPORTATION/AIR QUALITY COMMITTEE

The parties hereby establish a Transportation/Air Quality Committee for the purposes of developing recommendations to the parties regarding but not limited to transportation subsidies, County vehicle use, alternative commuting methods, and employee parking policies and other ways the County can achieve improvements in air quality to assist in meeting Federal regional air quality standards. The Committee shall consist of 3 members appointed by the County, and 3 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.

ARTICLE 44

DEFINED CONTRIBUTION PLAN

44.1 Defined Contribution Retirement Plan

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.

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.

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.

(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.

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, or parent; or
- (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, 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;
 - (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) a supervisor 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.
- (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 supervisor 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) A supervisor 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 supervisor 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.

- (f) If medical certification or recertification is required, it must be submitted by the employee within 15 calendar days after it is requested by the supervisor.
- (g) If the supervisor 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 supervisor 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.
- (h) 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.
- (i) 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.
- (j) 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.
- (k) 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.
- (l) 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.
- (m) 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.
- (n)
 - (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.

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

- (a) For 3rd year in November, 2005 (July 1, 2006-June 30, 2007):
 - (1) Article 41, *Retirement*, and Article 44, *Defined Contribution Plan*, if the June 30, 2005, valuation shows a funded ratio of 90 percent or more;
 - (2) Article 21, *Benefits*; and
 - (3) Article 13.3, *Attendance Policy* (Correction and Transit Employees pilot program) Appendix XI.
- (b) The parties agree to submit one or more of the items listed below to departmental LMRC's for consideration and resolution. The items listed in subsection (d) below, except for the subject covered by (d)(1), will be subject to this 3rd year reopener unless resolved on or before November 1, 2005.
- (c) The County has previously identified a number of items on this list as non-negotiable and reserves the right to reassert this claim during the reopener.

(d) Reopener Issues Specific to Department, Worksite, or Job Class

- (1) In Appendix I to this Agreement (Sheriff's Office), the parties agree to a reopener on all terms and conditions of employment concerning the Sheriff's Office, except for economic matters, upon enactment of a State law that clarifies that the Sheriff's Office is covered by the County Collective Bargaining Law. Such re-opener shall be conducted in accordance with Section 33-108 of the County Collective Bargaining Law.
- (2) Make the following changes to Appendix II to this Agreement (Department of Health and Human Services):
 - (A) In item #1, add after last sentence, "The staff conducting these types of visits shall be issued cell phones for safety."
 - (B) Add as new item, "Enhance lighting in the garage at 401 Hungerford Drive."
 - (C) Add as new item, "Access to work/office areas shall be secured from the public with a keyless entry or pass card system."
 - (D) Add as new item, "Install panic buttons in all group rooms that currently do not have them."
 - (E) Add as new item, "Enhance lighting in parking lot at 1301 Piccard."
 - (F) Add as new items under heading, "School/Public Health."
 - (i) "School Health Aides shall not be asked to administer medical treatments that, otherwise, should be performed by a nurse."
 - (ii) "All health rooms shall be adequately equipped with appropriate equipment and supplies to include computers and separate examination rooms, office space, and student recovery areas."
- (3) Make the following changes to Appendix III to this Agreement (Department of Police, Crossing Guards, Forensics Specialists, and Police Services Aides):
 - (A) Add as new item, "All Crossing Guards shall be issued a cellular telephone, exclusively programmed to 911."
 - (B) Add as new item, "Crossing Guard Pay Schedule:"

"Schedule A Substitute Guards on-call during the day shall receive a minimum of 5 hours of pay per day."

"Schedule B A Guard working 3 or 4 times a day, at 2 separate locations, shall receive a minimum of 4 hours of pay per day."

“Schedule C A Guard working 3 times a day, at 2 separate locations, shall receive a minimum of 3½ hours of pay per day.”

“Schedule D A Guard working 2 times a day, whose crossing is over ½ hour each, shall receive a minimum of 3 hours of pay per day.”

“Schedule E A Guard working 2 times a day, whose crossing is over ½ hour each, shall receive a minimum of 2½ hours of pay per day.

- (C) Add as new heading, “Police Service Aides”, and place the following items under it:
- (i) “Install bullet-proof glass in all front desk areas.”
 - (ii) “Fire extinguishers and first aid kits shall be provided and readily accessible to all PSA’s.”
- (4) Add the following as new items to Appendix IV to this Agreement (Department of Correction and Rehabilitation):
- (A) “CHN IIs required to work a shift that begins between the hours of 11 a.m. and 3 p.m. shall receive a \$3.50/hr shift differential for each hour worked and a \$4.00/hr for each hour worked on a shift that begins on or after 7 p.m. and before 6 a.m.”
 - (B) “CHNs required to work on Saturday or Sunday will be given a \$4.00 per hour weekend differential for all hours worked on any shift between 7:00 p.m. Friday through 6 p.m. Sunday.”
 - (C) “The Department will purchase 4 additional metal detection wands for each unit at PRC.”
 - (D) “The Department will purchase personal monitor emergency devices similar to the ones currently in use at MCDC and MCCF, for all staff at PRC.”
 - (E) “The Department will install 10 new color cameras at PRC, one to monitor each of the following areas:
 - in each unit upstairs (total of 4 units)
 - on the porch/patio of each unit (total of 4 units)
 - in the long main hallway
 - in the recreation yard.”
 - (F) “The Department will install a secure perimeter fence around the recreation yard.”
 - (G) “The Department will install a stand alone metal detector at the front entrance to the PRC to scan visitors and residents entering the facility. The Department will provide staff to man the metal detector during visiting hours.”

- (5) Add the following as new items to Appendix V to the Agreement (Department of Liquor Control):
- (A) "The Department shall reduce the height of stacked product in the stores and warehouse."
 - (B) "The Department will offer all full-time positions to its part-time employees prior to hiring any new staff."
- (6) Make the following changes to Appendix VI to the Agreement (Department of Public Works and Transportation):
- (A) Under the heading "Transit Services - Ride-On" add:
 - (i) "The findings of the Accident Review Committee are grievable under Article 10 of this Agreement. The Committee shall make a preliminary assessment of the accident "preventability," based on the file, prior to receiving testimony from the Operator."
 - (ii) "Operators reserve the right to eject unruly passengers."
 - (iii) "No disciplinary action shall be taken against an Operator who is captured on camera 'running' a red traffic light."
 - (iv) "Transit Coordinators shall be trained in conflict resolution, effective interpersonal communications, and how to manage and defuse hostile situations."
 - (v) "A committee consisting of 2 drivers, one coordinator and 3 management representatives shall be established to review the Accident Review Committee and the accident review process. The committee will be convened in July 2004 and will make recommendations to the parties no later than December 31, 2004. If either party disagrees with the findings of the committee, the impasse resolution process set forth in the Collective Bargaining Law shall apply."
 - (vi) "When inclement weather conditions cause the Employer to curtail service, the employees shall receive their scheduled daily pay."
 - (B) Add a new heading, "Security Section" and include the following items under it:
 - (i) "All Security Officers shall attend applicable courses offered at the Montgomery County Police Academy."
 - (ii) "All Security Officers shall be issued the following equipment:
 - (a) extendable baton (ASP);
 - (b) Taser gun;
 - (c) lightweight body armor with trauma plate;
 - (d) one pair of handcuffs;
 - (e) OC spray; and

- (f) hand held radio with charger and lapel microphone with direct access to ECC.”
- (C) Add a new heading, “Fleet Management” and include the following items under it:
- (i) “The County shall maintain maintenance staffing levels for Ride-On buses consistent with FTA Standards of 2.6 vehicles per maintenance employee.”
 - (ii) “The County shall implement the recommendations found in the Diesel Exhaust Survey dated 1/30/01.”
- (7) Add a new Appendix IX for Department of Public Libraries and include the following item:
- “Short Change Differential
Bargaining unit members who are subject to short (shift) changes shall be paid a \$2.00 per hour premium for all hours worked on the shift following the short change.”**

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 tortious acts or omissions committed by the employee on duty and within the scope of his/her employment pursuant to the *Local Government Tort Claims 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.
- 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

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. 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 \$.20 per hour increase across the board effective the first full pay period in July, 2004; \$.10 an hour effective the first full pay period in July, 2005; and \$.10 an hour effective the first full pay period in July, 2006.

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.

IN WITNESS WHEREOF, the parties hereto have caused their names to be subscribed by their duly authorized officers and representatives this 10th day of May, 2004.

Municipal and County Government
Employees Organization, UFCW
Local 1994, AFL-CIO

Montgomery County Government
Montgomery County, Maryland

By: _____
Gino Renne
President

By: _____
Douglas M. Duncan
County Executive

Approved for Form and Legality
County Attorney

APPENDIX I

OPT UNIT

SHERIFFS

(a) The clothing allowance shall be \$1,100.

(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 \$95.00 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 \$115.00.

(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.**

APPENDIX II

OPT Unit

DEPARTMENT OF HEALTH AND HUMAN SERVICES

- (a) A bargaining unit member shall not be required to conduct home visits or investigative activities alone or unassisted in a known dangerous situation. If an employee is concerned about known safety problem he or she shall ask for assistance from their supervisor who will determine what assistance is needed, and if necessary make available a second employee or facilitate a police escort.
- (b) The County shall purchase safe needles for use by Nurses and Technicians and maintain a needle stick and sharp instrument protection policy.
- (c) The Department shall continue to adhere to the Maryland Nurse Practice Act.
- (d) Each school health room shall have appropriate medical supplies and equipment as determined by the Nurse Manager in consultation with the health room staff.
- (e) 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.
- (f) The County shall work with the Union to establish a savings plan through the Credit Union to allow school based and other ten-month employees to have an income stream during the summer months.
- (g) **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.**
- (h) **A joint HHS/MCGEO committee will be established to identify the need for panic buttons in interview/group rooms. Panic buttons will be installed subject to budgetary limitations.**
- (i) **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 referred to an LMRC.**
- (j) **The County and the Union agree that this Agreement does not provide workload and caseload assignment standards. This provision does,**

however, represent the parties' best efforts to assess the staffing needs of DHHS and work in partnership to improve the quality of services wherever possible.

To that end, the Union will identify programs within HHS where concerns regarding the absence of staffing and caseload standards are identified. If caseload standards for that program do not exist, a committee comprised of 3 MCGEO representatives and 3 management representatives will meet to assess the caseload and staffing ratios. The committee will submit findings and recommendations to the Department Director.

APPENDIX III

SLT Unit

DEPARTMENT OF POLICE, CROSSING GUARDS
& FORENSIC SPECIALISTS

- (a) The County will provide insulated gloves and will replace them as needed.
- (b) The County will discontinue providing the light weight brown jackets and will provide on a replacement basis a light weight orange reversible jacket where one side is a highly visible color.
- (c) The County agrees to provide a ¾ length brown winter parka as the replacement to the current short, brown jacket.
- (d) The County will upgrade the current reflective vest.
- (e) The **\$275** shoe/boot allowance for 3 years (term of this Agreement) includes shoes, winterized boots and rain boots/galoshes.
- (f) Special Assignment shall be assigned by seniority.
- (g) The County shall purchase 26 "talkabouts" for Crossing Guards' use during special details.
- (h) 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.
- (i) **The parties agree to resolve their dispute regarding the paid lunch period of Crossing Guards who work during the County fair through the current grievance outcome.**
- (j) **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.**
- (k) **Forensics**

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.

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
 - Additional Police Officers to work in CPU**
 - Enhanced lighting in the Pre-Release Center's parking lot.**
 - K-9 Team**
 - Weekend mental health nurses coverage**
 - Correction/Sheriffs committee**
 - Equipment for Resident Supervisors**
 - Body alarms for PRC**
 - Recreation yard fence for PRC**
- (b) While on duty, employees shall be issued a hand held radio with collar microphone once MCCF opens and new equipment is purchased. DCR does not wish to purchase radio microphones for old radios.
- (c) MCCF-Clarksburg shall have an outside perimeter vehicles.
- (d) All posts at MCCF-Clarksburg shall be equipped with a personnel monitor emergency device that will alert when staff are in need.
- (e) DCR shall equip and train the ERT Unit.
- (f) DCR employees shall be trained on equipment appropriate to their assignment as soon as practical.
- (g) 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.
- (h) A joint labor management committee shall be established to discuss possible alternatives to the current uniform. This committee shall make recommendations to the parties and shall consider material, number of shirts, pants, patch, and name tag.

(l) 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.

(j) 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.

(k) Any Nurse who is identified as the medical charge nurse shall be paid a \$1.50 per hour differential for each hour worked.

(l) 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.

APPENDIX V

OPT/SLT Units

DEPARTMENT OF LIQUOR CONTROL

- (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.

- (I) The following items are referred to the LMRC:
 - (1) hand held inventory devices; and
 - (2) vehicle committee.

APPENDIX VI

OPT/SLT Units

DEPARTMENT OF PUBLIC WORKS AND TRANSPORTATION

- (a) Transit Services - Ride-On
- (1) No recapped tires will be used on Ride-On buses.
 - (2) Continue current practice, for Relief Board.
 - (3) All new busses shall be equipped with an Operator's high back seat and shall have height and back adjustments, if available in the manufacturer's specification.
 - (4) Transit Coordinators shall be on duty during all operating hours.
 - (5) Continue current practice, Transit Coordinators shall have integrated seniority pick procedures.
 - (6) Operators shall not perform maintenance on Ride-On buses.
 - (7) All operational policies shall be consistent amongst all modules.
 - (8) The Employer will pursue and request additional parking spaces from Montgomery Mall Management.
 - (9) Master seniority lists shall be updated at least quarterly and posted at all modules.
 - (10) Drivers shall be issued one zippered sweater at no cost to the Operator.
 - (11) The County shall install emergency light bars on all Transit Coordinator road vehicles.
 - (12) Referred to a joint labor-management committee (LMRC) for review:
 - (A) alternative attendance policy, dated 1/1/98, with proposed Union modifications;
 - (B) routing practices;
 - (C) bus maintenance;
 - (D) ejection of unruly passengers;
 - (E) policy on driving of unsafe buses;
 - (F) Bus Operator overtime limitation; and
 - (G) assignment of buses.
 - (13) **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.

- (14) An Operator may refuse to drive a bus that he/she reasonably believes to be unsafe due to malfunctioning brakes or steering, inoperative head, tail or brake lights, or other critical safety equipment, subject to review and approval by management or the Transit Coordinator responding. If management or the Transit Coordinator responding subsequently determines that the bus is sufficiently safe to drive, the Operator will resume operation of the bus.

(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.

Appendix VII A

MONTGOMERY COUNTY GOVERNMENT

Office, Professional, and Technical and Service, Labor, and Trades

Salary Schedule

Fiscal Year 2005

Effective September 5, 2004

<u>GRADE</u>	<u>MINIMUM</u>	<u>MID-POINT</u>	<u>MAXIMUM</u>	<u>L1*</u>
5	\$20,863	\$26,546	\$32,229	\$32,874
6	\$21,662	\$27,617	\$33,572	\$34,244
7	\$22,507	\$28,758	\$35,009	\$35,710
8	\$23,382	\$29,992	\$36,601	\$37,334
9	\$24,305	\$31,291	\$38,277	\$39,043
10	\$25,281	\$32,682	\$40,083	\$40,885
11	\$26,303	\$34,136	\$41,969	\$42,809
12	\$27,369	\$35,661	\$43,953	\$44,833
13	\$28,497	\$37,266	\$46,036	\$46,957
14	\$29,682	\$38,955	\$48,229	\$49,194
15	\$30,920	\$40,720	\$50,521	\$51,532
16	\$32,242	\$42,590	\$52,936	\$53,995
17	\$33,705	\$44,588	\$55,470	\$56,580
18	\$35,249	\$46,690	\$58,131	\$59,294
19	\$36,912	\$48,917	\$60,921	\$62,140
20	\$38,648	\$51,251	\$63,854	\$65,132
21	\$40,480	\$53,706	\$66,931	\$68,270
22	\$42,397	\$56,281	\$70,165	\$71,569
23	\$44,413	\$58,989	\$73,565	\$75,037
24	\$46,528	\$61,825	\$77,123	\$78,666
25	\$48,747	\$64,808	\$80,867	\$82,485
26	\$51,083	\$67,942	\$84,800	\$86,496

*20 Years Completed Service and at Maximum of Pay Grade

Appendix VII B

MONTGOMERY COUNTY GOVERNMENT

Office, Professional, and Technical and Service, Labor, and Trades

Salary Schedule

Fiscal Year 2006

Effective July 10, 2005

<u>GRADE</u>	<u>MINIMUM</u>	<u>MID-POINT</u>	<u>MAXIMUM</u>	<u>L1*</u>
5	\$21,437	\$27,277	\$33,116	\$33,532
6	\$22,258	\$28,377	\$34,496	\$34,929
7	\$23,126	\$29,549	\$35,972	\$36,425
8	\$24,026	\$30,817	\$37,608	\$38,081
9	\$24,974	\$32,152	\$39,330	\$39,824
10	\$25,977	\$33,581	\$41,186	\$41,703
11	\$27,027	\$35,075	\$43,124	\$43,666
12	\$28,122	\$36,642	\$45,162	\$45,730
13	\$29,281	\$38,291	\$47,302	\$47,897
14	\$30,499	\$40,027	\$49,556	\$50,178
15	\$31,771	\$41,840	\$51,911	\$52,563
16	\$33,129	\$43,762	\$54,392	\$55,075
17	\$34,632	\$45,815	\$56,996	\$57,712
18	\$36,219	\$47,974	\$59,730	\$60,480
19	\$37,928	\$50,263	\$62,597	\$63,383
20	\$39,711	\$52,661	\$65,610	\$66,435
21	\$41,594	\$55,183	\$68,772	\$69,636
22	\$43,563	\$57,829	\$72,095	\$73,001
23	\$45,635	\$60,612	\$75,589	\$76,538
24	\$47,808	\$63,526	\$79,244	\$80,240
25	\$50,088	\$66,591	\$83,091	\$84,135
26	\$52,488	\$69,811	\$87,132	\$88,226

*20 Years Completed Service and At Maximum of Pay Grade

Appendix VII C

MONTGOMERY COUNTY GOVERNMENT

Office, Professional, and Technical and Service, Labor, and Trades

Salary Schedule

First Half Fiscal Year 2007

Effective July 9, 2006

<u>GRADE</u>	<u>MINIMUM</u>	<u>MID-POINT</u>	<u>MAXIMUM</u>	<u>L1*</u>
5	\$22,081	\$28,096	\$34,110	\$34,793
6	\$22,926	\$29,229	\$35,531	\$36,242
7	\$23,820	\$30,436	\$37,052	\$37,794
8	\$24,747	\$31,742	\$38,737	\$39,512
9	\$25,724	\$33,117	\$40,510	\$41,321
10	\$26,757	\$34,589	\$42,422	\$43,271
11	\$27,838	\$36,128	\$44,418	\$45,307
12	\$28,966	\$37,742	\$46,517	\$47,448
13	\$30,160	\$39,440	\$48,722	\$49,697
14	\$31,414	\$41,228	\$51,043	\$52,064
15	\$32,725	\$43,096	\$53,469	\$54,539
16	\$34,123	\$45,075	\$56,024	\$57,145
17	\$35,671	\$47,190	\$58,706	\$59,881
18	\$37,306	\$49,414	\$61,522	\$62,753
19	\$39,066	\$51,771	\$64,475	\$65,765
20	\$40,903	\$54,241	\$67,579	\$68,931
21	\$42,842	\$56,839	\$70,836	\$72,253
22	\$44,870	\$59,564	\$74,258	\$75,744
23	\$47,005	\$62,431	\$77,857	\$79,415
24	\$49,243	\$65,432	\$81,622	\$83,255
25	\$51,591	\$68,589	\$85,584	\$87,296
26	\$54,063	\$71,906	\$89,746	\$91,541

*20 Years Completed Service and At Maximum of Pay Grade

Appendix VII D

MONTGOMERY COUNTY GOVERNMENT

Office, Professional, and Technical and Service, Labor, and Trades

Salary Schedule

Second Half Fiscal Year 2007

Effective January 7, 2007

<u>GRADE</u>	<u>MINIMUM</u>	<u>MID-POINT</u>	<u>MAXIMUM</u>	<u>L1*</u>
5	\$22,302	\$28,377	\$34,452	\$35,142
6	\$23,156	\$29,522	\$35,887	\$36,605
7	\$24,059	\$30,741	\$37,423	\$38,172
8	\$24,995	\$32,060	\$39,125	\$39,908
9	\$25,982	\$33,449	\$40,916	\$41,735
10	\$27,025	\$34,935	\$42,847	\$43,704
11	\$28,117	\$36,490	\$44,863	\$45,761
12	\$29,256	\$38,120	\$46,983	\$47,923
13	\$30,462	\$39,835	\$49,210	\$50,195
14	\$31,729	\$41,641	\$51,554	\$52,586
15	\$33,053	\$43,527	\$54,004	\$55,085
16	\$34,465	\$45,526	\$56,585	\$57,717
17	\$36,028	\$47,662	\$59,294	\$60,480
18	\$37,680	\$49,909	\$62,138	\$63,381
19	\$39,457	\$52,289	\$65,120	\$66,423
20	\$41,313	\$54,784	\$68,255	\$69,621
21	\$43,271	\$57,408	\$71,545	\$72,976
22	\$45,319	\$60,160	\$75,001	\$76,502
23	\$47,476	\$63,056	\$78,636	\$80,209
24	\$49,736	\$66,087	\$82,439	\$84,088
25	\$52,107	\$69,275	\$86,440	\$88,169
26	\$54,604	\$72,626	\$90,644	\$92,457

*20 Years Completed Service and At Maximum of Pay Grade

Appendix VII E
MONTGOMERY COUNTY GOVERNMENT
Deputy Sheriff Salary Schedule
Implementation Schedule

Effective July 11, 2004

<u>STEP</u>	<u>YEARS</u>	<u>DSI</u>	<u>DSII</u>	<u>DSIII</u>
0	1	\$36,828	\$39,406	\$42,165
1	2	\$38,117	\$40,786	\$43,641
2	3	\$39,452	\$42,214	\$45,169
3	4	\$40,833	\$43,692	\$46,750
4	5	\$42,263	\$45,222	\$48,387
5	6	\$43,743	\$46,805	\$50,081
6	7	\$45,275	\$48,444	\$51,834
7	8	\$46,860	\$50,140	\$53,649
8	9	\$48,501	\$51,895	\$55,527
9	10	\$50,199	\$53,712	\$57,471
10	11		\$55,592	\$59,483
11	12		\$57,538	\$61,565
12	13 -20			\$63,720
	L1 (20 Years Completed Service)			\$64,995

Salary Progression

3.5 percent increments between steps
7.0 percent promotional increase DSI to DSII; DSII to DSIII
2.0 percent longevity after 20 years

Implementation

Employees not on a step will be placed on the step corresponding to years of service on their anniversary date
Current maximum (\$58,726) of DSIII including longevity
Steps will be increased based on future negotiated general wage adjustments
Longevity is calculated as a percent of the DSIII maximum at 2 percent

Appendix VII F
MONTGOMERY COUNTY GOVERNMENT
Deputy Sheriff Salary Schedule
Fiscal Year 2005

Effective September 5, 2004

<u>STEP</u>	<u>YEARS</u>	<u>DSI</u>	<u>DSII</u>	<u>DSIII</u>
0	1	\$37,565	\$40,195	\$43,009
1	2	\$38,880	\$41,602	\$44,515
2	3	\$40,242	\$43,059	\$46,074
3	4	\$41,650	\$44,567	\$47,687
4	5	\$43,109	\$46,127	\$49,357
5	6	\$44,618	\$47,742	\$51,085
6	7	\$46,181	\$49,413	\$52,873
7	8	\$47,798	\$51,143	\$54,724
8	9	\$49,472	\$52,934	\$56,640
9	10	\$51,203	\$54,787	\$58,623
10	11		\$56,705	\$60,675
11	12		\$58,690	\$62,799
12	13 - 20			\$64,997
L1*				\$66,297

*20 Years Completed Service

Appendix VII G
MONTGOMERY COUNTY GOVERNMENT
Deputy Sheriff Salary Schedule
Fiscal Year 2006

Effective July 10, 2005

<u>STEP</u>	<u>YEARS</u>	<u>DSI</u>	<u>DSII</u>	<u>DSIII</u>
0	1	\$38,599	\$41,301	\$44,193
1	2	\$39,950	\$42,747	\$45,740
2	3	\$41,349	\$44,244	\$47,341
3	4	\$42,797	\$45,793	\$48,998
4	5	\$44,295	\$47,396	\$50,713
5	6	\$45,846	\$49,055	\$52,488
6	7	\$47,451	\$50,772	\$54,326
7	8	\$49,112	\$52,550	\$56,228
8	9	\$50,831	\$54,390	\$58,196
9	10	\$52,611	\$56,294	\$60,233
10	11		\$58,265	\$62,342
11	12		\$60,305	\$64,524
12	13 - 20			\$66,783
L1*				\$68,119

*20 Years Completed Service

Appendix VII H
MONTGOMERY COUNTY GOVERNMENT

Deputy Sheriff

Salary Schedule

First Half of Fiscal Year 2007

Effective July 9, 2006

<u>STEP</u>	<u>YEARS</u>	<u>DSI</u>	<u>DSII</u>	<u>DSIII</u>
0	1	\$39,757	\$42,540	\$45,518
1	2	\$41,149	\$44,029	\$47,112
2	3	\$42,590	\$45,571	\$48,761
3	4	\$44,081	\$47,166	\$50,468
4	5	\$45,624	\$48,817	\$52,235
5	6	\$47,221	\$50,526	\$54,064
6	7	\$48,874	\$52,295	\$55,957
7	8	\$50,585	\$54,126	\$57,916
8	9	\$52,356	\$56,021	\$59,944
9	10	\$54,189	\$57,982	\$62,043
10	11		\$60,012	\$64,215
11	12		\$62,113	\$66,463
12	13 - 20			\$68,790
L1*				\$70,166

*20 Years Completed Service

Appendix VII I
MONTGOMERY COUNTY GOVERNMENT

Deputy Sheriff

Salary Schedule

Second Half of Fiscal Year 2007

Effective January 7, 2007

<u>STEP</u>	<u>YEARS</u>	<u>DSI</u>	<u>DSII</u>	<u>DSIII</u>
1	0	\$40,155	\$42,966	\$45,974
2	1	\$41,561	\$44,470	\$47,584
3	2	\$43,016	\$46,027	\$49,250
4	3	\$44,522	\$47,638	\$50,974
5	4	\$46,081	\$49,306	\$52,759
6	5	\$47,694	\$51,032	\$54,606
7	6	\$49,364	\$52,819	\$56,518
8	7	\$51,092	\$54,668	\$58,497
9	8	\$52,881	\$56,582	\$60,545
10	9	\$54,732	\$58,563	\$62,665
11	10		\$60,613	\$64,859
12	11		\$62,735	\$67,130
13	13 - 20			\$69,480
L1*				\$70,870

*20 Years Completed Service

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 benefitted 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: The ongoing process used by a supervisor to help an employee 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 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.

MONTGOMERY COUNTY, MARYLAND
PERFORMANCE PLANNING AND EVALUATION FORM

EMPLOYEE INFORMATION		
Employee Name: Social Security Number: Job Title:	Department: Division/Team:	
Supervisor Name(s):	Reviewing official Name:	
Type of Evaluation _____ Annual _____ Interim	Review Period From (date) to (date)	
DOCUMENTATION SIGNATURES		
Activity to be documented	Date	Signature
Performance Plan Finalized (Employee)		
Performance Plan Finalized (Supervisor)		
Mid Year Progress Discussion (Employee)		
Mid Year Progress Discussion (Supervisor)		
Evaluation Reviewed by Employee*		
Evaluation Finalized by Supervisor		
Evaluation Reviewed by Reviewing official		
ACKNOWLEDGEMENT OF RECEIPT OF EVALUATION		
<p><u>*Your signature indicates that you have read and discussed this evaluation with your supervisor, but does not necessarily indicate that you agree with the comments or overall evaluation. You may write any comments you would like to make in the space below or on a separate sheet you attach to this form.</u></p>		

OVERALL RATING	
<input type="checkbox"/> Outstanding	<input type="checkbox"/> Meets Expectations
<input type="checkbox"/> Above Expectations	<input type="checkbox"/> Does Not Meet Expectations
<p><u>Note for automated versions of this form:</u> This form is in a Word tables format. Each row will expand as you type into it. Hit tab key when at the bottom of the row to create additional rows. All automated forms must be safeguarded or password protected from unauthorized viewing.</p>	

PERFORMANCE PLAN	
PERFORMANCE EXPECTATIONS/STANDARDS	
Expectation 1	<input type="checkbox"/> Outstanding <input type="checkbox"/> Above Expectations <input type="checkbox"/> Meets Expectations <input type="checkbox"/> Does Not Meet Expectations
Guiding Principle(s) Addressed:	
Narrative Comments	
Expectation 2	<input type="checkbox"/> Outstanding <input type="checkbox"/> Above Expectations <input type="checkbox"/> Meets Expectations <input type="checkbox"/> Does Not Meet Expectations
Guiding Principle(s) Addressed:	
Narrative Comments	
Expectation 3	<input type="checkbox"/> Outstanding <input type="checkbox"/> Above Expectations <input type="checkbox"/> Meets Expectations <input type="checkbox"/> Does Not Meet Expectations
Guiding Principle(s) Addressed:	
Narrative Comments	
Expectation 4	<input type="checkbox"/> Outstanding <input type="checkbox"/> Above Expectations <input type="checkbox"/> Meets Expectations <input type="checkbox"/> Does Not Meet Expectations
Guiding Principle(s) Addressed:	
Narrative Comments	
Expectation 5	<input type="checkbox"/> Outstanding

Guiding Principle(s) Addressed:	<input type="checkbox"/> Above Expectations
Narrative Comments	<input type="checkbox"/> Meets Expectations <input type="checkbox"/> Does Not Meet Expectations

MONTGOMERY COUNTY GUIDING PRINCIPLES	
1. Customer Service	6. Empowerment and Support of Employees
2. Ensuring High Value for Tax Dollars	7. Striving for Continuous Improvement
3. Adhering to High Ethical Standards	8. Working Together as a Team
4. Appreciating Diversity	9. Being Accountable
5. Being Open, Accessible, & Responsive	

<i>CAREER DEVELOPMENT</i>
Goal or Competency to be developed:
Year End Accomplishment Summary

<i>PROGRESS DISCUSSION NOTES TO DOCUMENT THE MID-YEAR PROGRESS DISCUSSION</i>
Supervisor:
Employee:

COMMENTS
Supervisor:
Employee:

DEFINITIONS FOR PERFORMANCE RATINGS
<u>Outstanding</u> This rating applies to performance that consistently exceeds the requirements of the job identified in the performance standards outlined in the performance plan.

Above Expectations

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.

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.

Below 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.

DEPARTMENT OF PERMITTING SERVICES

The department shall install ergonomically designed laptop stands in all inspectors' vehicles required to use laptop computers during the third year of this agreement.

APPENDIX XI

ATTENDANCE POLICY, EFFECTIVE DATE: 7/1/04

- (a) **PURPOSE** To establish an attendance policy for all bargaining unit members in the Department of Correction and Rehabilitation and the Division of Transit Services/DPWT that encourages attendance, assures maintenance of accurate attendance records, provides for fair and equitable implementation, and promotes a cost effective and efficient working environment.
- (b) **IMPLEMENTATION** Employee attendance records, under this procedure, will be established effective 7/1/04. All current balances will remain a matter of record; any pending disciplinary action initiated under any previous departmental attendance policies will not be affected by this change. All disciplinary actions initiated for violations occurring after the effective date of this policy shall be subject to the procedures established herein.
- (c) **APPLICATION** Employees who fall into 2 or more absence categories, as defined below, will be subject to this attendance policy. Prior to a unit member being placed into the progressive disciplinary track outlined below, they shall receive notice in accordance with Article 30 of this Agreement. Upon receipt of such notice, the Union may grieve the validity of the placement of the unit member into the disciplinary track, in accordance with Article 10 of this Agreement.

Once an employee receives such notice, the employee will be ineligible for and shall not receive voluntary overtime until such time as the employee is removed from the program.

- (d) **ABSENCE CATEGORIES** Absences in the following categories are reviewed and applicable during a 6-month rolling period:

- period;
- (1) a pattern of unscheduled absences - 7 incidents in a 6-month
 - (2) 3 unscheduled absences on a Friday, Saturday, or Sunday during the rolling 6-month period;
 - (3) on a biweekly basis (at the conclusion of the preceding pay period), if the employee's sick leave usage rate exceeds the bargaining unit average sick leave usage rate (excluding Bus Operators and DOCR) by 10 percent;
 - (4) 3 occurrences of defaulting into Leave Without Pay (LWOP) for sick leave use, excluding approved FMLA leave; and
 - (5) 3 occurrences of working paid voluntary overtime to make up for calling in sick when the employee is out of sick leave.

(e) **GENERAL**

- (1) In recognition of the importance of a good attendance record and the impact of unscheduled absences upon these departments and their provision of public services, this policy establishes guidelines and discipline for those held to these rigorous standards.
- (2) In implementing this policy, the County also acknowledges its responsibility under Article 14.6 of this Agreement to make every effort to give each employee the opportunity to use annual leave earned. The County further acknowledges the right of employees to use accrued sick leave for the reasons stated in Article 15.1 of the Agreement and in accordance with Article 15.6, consistent with the requirements of this policy.
- (3) Employees who fall into 2 or more absence categories, as defined above, will be subject to progressive discipline, as outlined herein.

(f) **DEFINITIONS**

- (1) **Absence:** Absence is any period of time when an employee is scheduled to work and the employee is not present at the "place of report" where the work is to be done, at report time. For this procedure, "absence" includes any increment of time from one minute to many consecutive workdays (e.g., 1 occurrence could be 3 days of absence due to sickness).
- (2) **Absence - Chargeable:** A chargeable absence is any non-approved absence. As a general rule, absences not previously approved are chargeable.
- (3) **Absence - Non-chargeable:** Absences are those absences that are pre-approved. Prior approval means the employee has asked for and received approval before the end of his/her preceding regularly assigned work shift. All types of absences listed below require prior approval from your supervisor in order to be non-chargeable. The following absences, approved in advance, are non-chargeable:
 - (A) scheduled days off/authorized holidays that the employee has not been scheduled to work;
 - (B) vacations - previously approved "blocks" of annual leave, generally 40 hours or more;
 - (C) jury duty;
 - (D) bereavement leave as provided by applicable contract provisions or personnel policy;

- (E) Union leave requested and approved in accordance under Article 36;
- (F) leave of absence (pre-approved leave without pay);
- (G) pre-approved annual leave;
- (H) job related injury/illness, in accordance with Article 17;
- (I) required court appearances, in accordance with Article 19;
- (J) approved FMLA leave (personal or family serious or chronic illness) in accordance with Article 45, either pre-approved or documented by medical certification after the fact;
- (k) military leave (orders must be supplied);
- (l) sick leave;
- (m) family sick leave;
- (n) disciplinary actions;
- (o) administrative leave;
- (p) compensatory time; and
- (q) personal leave days.

(4) Absence Without Official Leave (AWOL)

Deleted: -----Page Break-----

- (A) Employees are considered absent without leave whenever they are absent for any portion of the scheduled workday, and fail to notify the designated supervisor and obtain approval for the absence.
- (B) Employees are considered absent without leave whenever they are absent, but were given authorization to be absent on the strength of representations which subsequently prove to be false. The employee's timesheet will be corrected to reflect the AWOL and time charged.

(5) Notification of Leave Approval Whenever possible, employees will receive notice of approved or disapproved leave requests within 5 business days of receipt of the request.

(g) ATTENDANCE GUIDELINES

(1) All employees will request leave from their immediate supervisor as far in advance as possible but not later than the end of their preceding regularly assigned work shift. Supervisors will approve

or disapprove leave based on operating requirements. Vacation picks/schedules based on seniority will be prepared annually.

- (2) In the event of an absence related to personal illness or family sick leave, Transit employees must notify their supervisor at least 60 minutes prior to their scheduled report time, and DOCR employees must notify a supervisor in accordance with the policies that are currently in effect for each job class. If an employee fails to provide this notification, he/she will be charged an additional one point.
- (3) Any employee who falls into 2 or more absence categories, as defined above, will accrue absence points in accordance with the provisions of Section (h), below. Under this system all chargeable absences from one minute to those of several days duration will accrue absence points in accordance with Section (h). of the guidelines. The relationship between absence points accrued during the most recent 12-month period, and discipline, is outlined in Section (i) of the guidelines.

(h) ABSENCE POINTS

- (1) When an employee is absent, an entry will be made on a sign-in sheet that reflects the scheduled and actual report time of the employee and a reduced work voucher will be completed. A copy of this reduced work voucher will be provided to the employee.
- (2) Chargeable absences will be reviewed with each employee. A point value will be entered on the employee's attendance record in accordance with the schedule below:

<u>Absence Point Schedule</u>	<u>Point Value</u>
One minute to 15 minutes	½ point
16 minutes and less than 4 hours	1 point
4 hours and less than 8 hours	2 points
8 or more hours	3 points
AWOL less than 2 hours	4 points per occurrence
AWOL greater than 2 hours	6 points per occurrence

- (3) There shall be no multiple application of points for a single occurrence, except for a failure to provide notification.
- (4) Absences of several days for the same ailment (e.g. flu) that occur on consecutive days will equate to one chargeable absence for the purposes of this policy. This is the only situation in which a doctor's verification will excuse an absence (e.g. in the case of a 3-day absence for one illness accompanied by a doctor's verification, only one absence will be charged).

(i) MONITORING AND ENFORCEMENT

- (1) Supervisors will maintain records and monitor their employees' adherence to this policy.
 - (2) Once an employee falls into 2 or more absence categories (becomes subject to this policy), the employee's absence points will accumulate for one year (the "attendance monitoring year") from the date that the employee becomes subject to this policy.
 - (3) Employees will be coached, counseled or disciplined based upon these guidelines whenever the number of points meets or exceeds the schedule below:

6 points	=	oral admonishment
9 points	=	written reprimand, advising employee that further unapproved absence will result in suspension and that additional, unscheduled, overtime may be restricted.
12 points	=	one-day suspension or 5 percent reduction in pay for 2 pay periods.
18 points	=	three-day suspension or 5 percent reduction in pay for 6 pay periods.
21 points	=	five-day suspension or 5 percent reduction in pay for 10 pay periods.
24 points	=	dismissal
 - (4) All points will be removed from an employee's attendance record at the end of each attendance-monitoring year, unless an employee reaches the one-day suspension level of disciplinary action under this policy. If the employee receives a one-day suspension within the year, then the employee's existing points will be carried over into a second attendance-monitoring year. Such carried-over points may be used as the basis for progressive discipline.
 - (5) If the employee does not incur any further discipline under this policy within any 6-month period within the second attendance-monitoring year, his/her point level will return to zero. However, the employee remains subject to the monitoring program. In no event will points be carried over for more than a second attendance-monitoring year.
 - (6) Furthermore, if the employee does not incur any unscheduled absences within any 6-month period while his/her attendance is being monitored under this program, the employee will be removed from the program, provided he/she does not fall into at least 2 of the absence categories.
- (j) This policy is a pilot program to exist for 24 months, beginning 7/1/04, through 6/30/06. Continuation beyond 6/30/06 requires mutual agreement of the parties.