

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

The Montgomery County Government (Employer) and the, UFCW Local 1994, Municipal & County Government Employees Organization (Union) hereby agree to the following procedures for the ten (10), eleven (11) or twelve (12) hour shift and selection of shift and location assignment by bargaining unit members in the Department of Correction and Rehabilitation's Detention Center (MCDC) and Montgomery County Correctional Facility (MCCF) Medical Units.

1. Article 13, subparagraph 13.2, Work Day and Work Week, of the parties Collective Bargaining Agreement provides that, the normal workday for full-time County employees is not less than eight (8) hours nor more than ten (10), except where otherwise agreed. This Agreement (MOU) constitutes an exception to the stated hours required under the aforementioned contract language for Correctional Health Nurses (CHN) and Licensed Practical Nurses (LPN) working in the Department of Correction and Rehabilitation. Said nurses may be required to work up to twelve (12) hours in a work day and in excess of forty (40) hours of regularly scheduled work in a work week, but no more than eighty (80) hours of regularly scheduled work in a pay period (fourteen (14) days) without a requirement to compensate for overtime work under the terms of the parties Collective Bargaining Agreement. The parties understand, however, that since the LPN's are not FLSA-exempt, they are eligible, under the terms of the FLSA, to receive overtime pay for work performed in excess of 40 hours in a work week.
2. The procedures for shift and location assignment for Correctional Health Nurses (CHN) and Licensed Practical Nurses (LPN), bargaining unit employees within the Medical Units of MCDC and MCCF will be that such assignments are selected by seniority (seniority as described in Item #3).
3. For the purposes of this Agreement, and as an exception to the definition of Seniority as provided under Article 8 of the parties' Collective Bargaining Agreement, Seniority will be applied consistent with time in the CHN or LPN job classification within the Department of Correction and Rehabilitation and is further defined as follows.

Time in job classification for the purpose of this Agreement, excluding purchased credited service under the Employees' Retirement System (Chapter 33, Article III of the Montgomery County Code) shall be calculated based on total time in the CHN and LPN classification within the Department, counting from the class entry date within the Department, except in cases when breaks in service of two (2) or more years occur. In such cases, time in job classification prior to the break in service shall not be counted.

4. Article 5.3, subparagraph (a), Shift Differential, of the parties Collective Bargaining Agreement provides that each employee required to work a shift which begins between the hours of 2:00 p.m. and 10:59 p.m. shall receive one dollar and thirty cents (\$1.30) for each hour worked and one dollar and forty five cents (\$1.45) for each hour worked on a shift which begins between the hours of 11:00 p.m. and 5:00 a.m. This Agreement (MOU) constitutes an exception to the stated starting times for eligibility for shift differential pay, required under the aforementioned contract language for Correctional Health Nurses (CHN) and Licensed Practical Nurses (LPN) working in the Department of Correction and Rehabilitation. CHN's and LPN's working a ten (10), eleven (11) or twelve (12) hour shift starting between the hours of 10:30AM and 12:00PM shall receive one dollar and thirty cents (\$1.30) for each hour worked, and these employees working a ten (10), eleven (11) or twelve (12) hour shift starting between the hours of 6:30PM and 8:00PM shall receive one dollar and forty five cents (\$1.45) for each hour worked. Dollar amounts will remain consistent with the negotiated terms of Article 5.3 of the parties Collective Bargaining Agreement moving forward.
5. When a holiday falls upon an employee's regularly scheduled day off, the employee is to receive leave or compensation in connection with a holiday based upon the total number of hours regularly scheduled in a pay period divided by the number of regularly scheduled working days in a pay period (i.e. 80 hours divided by seven (7) working days equals 11.4 hours. As an exception to Article 20.7 (a) (1) and (3), the normal work day may be eleven (11) or twelve (12) hours, as applicable.
6. Article 20.12, subparagraph (b), Personal Leave and Compensation, of the parties Collective Bargaining Agreement requires employees in positions which require 24-hour shift coverage to receive one (1) personal leave day and, depending upon their regular scheduled workday, additional hours of compensatory time. All CHN's and LPN's are now entitled to receive 22 hours for working an eight (8) hour shift, and 26 hours for working a ten (10) hour shift of compensatory time. All CHN's who select a shift encompassing eleven (11) and twelve (12) hour shifts shall receive twenty-nine (29) hours of compensatory time at the beginning of each leave year.
7. Under the terms of the parties' Collective Bargaining Agreement (CBA), overtime shall be earned for any hours worked beyond the regularly scheduled ten (10), eleven (11) or twelve (12) hour workday. In addition, and under the terms of the CBA, overtime will be paid for work performed by CHN's in excess of eighty (80) hours in the pay period.
8. The County and the Union accept the language of the eleven (11) and twelve (12) hour day as non-precedential and not applicable to any other bargaining unit positions outside the Correctional Health Nurse (CHN) and Licensed Practical Nurses (LPN) job classifications in the Department of Correction and Rehabilitation.
9. Thirty (30) days prior to the "pick" of shift and location assignments, the Employer will provide all bargaining unit members within the CHN and LPN classifications who work in the Department of Correction and Rehabilitation with information on the number and distribution of positions for each shift for each facility. The Employer will also provide each bargaining unit member with a Proxy Sheet (to be discussed in Item #15 of this Agreement).
10. On the designated pick date, bargaining unit members will report to the scheduling area in pre-established seniority order. Each bargaining unit member will enter a room, close the

door, and view a posting of all schedules for both facilities. The closing of the door signifies the beginning of the bid process. The bargaining unit member will then place his/her name in the appropriate slot indicating their choice. This process will allow bargaining unit members to personally view shift availability and make an informed choice.

11. Bargaining unit members will be relieved from duty to participate in the pick. Those members who are not on duty will be compensated two (2) hours of compensatory time to complete their pick. Those bargaining unit members choosing to pick by proxy will not be entitled to such compensation.
12. It is understood that this process will take no longer than three (3) hours to complete on the day selected.
13. Any bargaining unit member who is unable to report for work on their designated shift at the implementation date of the pick due to extended absences, medical disability, or FMLA will be eligible to participate in a shift pick in accordance with seniority, in the manner described in items numbered fourteen (14) and fifteen (15) of this agreement.
14. Bargaining unit members unable to report to work for reasons explained in item number thirteen (13) of this Agreement are eligible for the pick. Positions selected by such bargaining unit members will be "Red Starred." Red Starred positions will be treated as "Acting CHN's" or "Acting LPN's" eligible to be selected by subsequent bargaining unit members during the pick. Those bargaining unit members who select Red Starred positions must vacate the Red Starred position upon the return of the temporarily incapacitated bargaining unit member and will be placed in a vacant position.
15. Any bargaining unit employee on pre-scheduled leave, or unable to report to work for reasons explained in number thirteen (13) of this Agreement on the day of the pick, may designate a paid union representative to make their selection. Such union representative will use a Proxy Sheet completed by the bargaining unit member. Proxy Sheets must be returned to the union office, via Fax or Interoffice Mail, two (2) calendar days prior to the pick. Proxy Sheets will be reviewed by the union to determine clarification prior to the pick. Bargaining unit members may provide numerous contact numbers on the Proxy Sheet, should questions arise during the pick procedure.
16. Any bargaining unit member who fails to arrive or proxy a pick in accordance with the designated deadline (including bargaining unit members on prescheduled leave), will be permitted to pick at the time of their arrival at the scheduling area. Such bargaining unit member will be placed at the front of the line to pick for the next available bid process (when the door opens). Bargaining unit members who do not arrive during the pick process will be given the opportunity to pick any remaining vacant schedule.
17. Concurrent with the distribution of the shifts and location information, the Employer will also provide the union a list of all participating bargaining unit members by seniority.
18. Strict seniority order will be followed. However, the Employer maintains the right, based on demonstrated operational need, to have trained and qualified staff on each shift at both facilities should normal seniority-based distributions not provide a minimum level of experience or necessary staffing composition at each location.

19. The union will designate two representatives who will be present, and in a pay status, to observe the assignment of bargaining unit members to shift preferences. Any issues concerning seniority order or assignment of shift preferences will be addressed on-site by the parties.
20. In the event that vacancies occur on shifts, the Employer will use seniority rights to fill that vacancy. In filling the resulting subsequent vacancies, seniority will apply.
21. In cases of a tie in seniority within the individual position, the Health Services Administrator will utilize the following tie breaker process in descending order:
- A. Previous service with DOCR (full or part-time, excluding temporary status)
 - B. Previous service with Montgomery County (full or part-time, excluding temps)
 - C. Comparison of the sum of the last four (4) digits of each employees SS number, with the employees with the higher sum being the more senior
- The union will be represented during the tie-breaker process by a bargaining unit member in a pay status.
22. This is the full and complete Agreement between the parties concerning all matters pertaining to a shift assignment procedure for employees working in the classification of CHN and LPN in the Department of Correction and Rehabilitation MDCD and MDCF facilities for the period beginning June 1, 2012, through the negotiated term of the current Collective Bargaining Agreement.
23. The parties acknowledge that the process and procedure contained in paragraphs (1) through (22) above has been the practice since March 2013.

FOR THE EMPLOYER:

FOR THE UNION:

Jennifer Harling

Jennifer Harling
Chief Labor Relations Officer

Date 3/30/21

Gino Renne

Gino Renne, President

Date 03/29/2021

Angela Talley

Angela Talley, Director DOCR

Date 4/5/2021

W. Maji

County Attorney for form and legality

Date 4/5/2021