

MARYLAND-NATIONAL CAPITAL PARK AND PLANNING COMMISSION

The M-NCPPC and MCGEO have reached a tentative agreement on the issues of participation in the Prince George's County Retirement Incentive Program, COLA's, Service Increments, Inter-County transfers, and furloughs:

1. Retirement Incentive Plan

The M-NCPPC is developing a Retirement Incentive Program for Merit System employees in Prince George's County who meet certain eligibility requirements. The parties agree that eligible M-NCPPC employees who are represented by MCGEO shall participate in this Retirement Incentive Program.

2. Merit Increases

The parties shall suspend the provisions of Section 5.1 of the CBA to eliminate the Service Increment for Fiscal Year 2011.

3. Cost of Living Adjustment

The parties shall suspend the provisions of Section 5.2 of the CBA to eliminate the Cost of Living Adjustment scheduled for October 1, 2010.

4. Inter-County Transfers

The M-NCPPC and MCGEO agree to apply the following standards to any inter-county transfers related to filling vacancies in Prince George's County. These standards shall only apply prior to the implementation of any reduction-in-force in Montgomery County. Once such reductions have been implemented, the provisions of Merit Rule Chapter 2200 shall apply, as modified by the Collective Bargaining Agreement. The standards are as follows:

- a. Once Prince George's County Management decides to fill a vacant position covered by the MCGEO Collective Bargaining Agreement, the Commission agrees that no external candidates or candidates from within Prince George's County shall be initially considered for the position. If the initial assessment reflects that there are no qualified individuals on the RIF list who are interested in transferring into the vacant position in Prince George's County, then Management

shall look to both external candidates and candidates from Prince George's County to fill the position.

- b. MCGEO agrees not to file any grievances on behalf of represented individuals in Prince George's County who are not permitted to compete for the initial filling of any vacant position being filled by an employee subject to a RIF.
- c. When considering more than one potential transferee from Montgomery County, Management can utilize the same criteria normally used when filling a vacant position.
- d. If employees on the RIF list are seeking to transfer and fill an identified vacancy, Management agrees to accept the transfer of that employee provided:
 - i. Each employee has received satisfactory overall performance ratings on the last two (2) performance evaluations;
 - ii. The employee has not received discipline above a written warning in the two (2) years preceding the request for transfer;
 - iii. Each employee does not have a record of multiple accidents of Five Hundred Dollars (\$500.00) or more, excluding accidents where the employee was found to be not at fault, utilizing Commission vehicles and equipment within the past seven (7) years; and,
 - iv. Each employee is not currently operating under any sick leave restriction. If an employee cannot satisfy this requirement, the receiving Director shall consult with the Human Resource Manager to review the circumstances and consider whether to waive this requirement.

If the employee is unable to satisfy these standards, then the employee shall not be transferred unless he/she and MCGEO execute a Last Chance Agreement. Attached hereto as Exhibit A is the form Last Chance Agreement that shall be used in such instances.

- e. When a vacancy is to be filled, employees on the RIF list shall be permitted to request a transfer even though the vacancy involves a lower grade in the same classification. Consistent with Article 28 of the Collective Bargaining Agreement, if the employee takes the demotion he/she shall be paid at the same rate in the lower grade, as long as it does not exceed the maximum of the lower grade.

5. Furloughs.

5a. Furlough Hours

The Commission proposes that each Montgomery County employee complete 64 furlough hours in FY 2011. Members assigned to the Planning Department will be temporary re-assigned and located to work at other Commission facilities during the two extra furlough

days scheduled for non-represented employees. During that time the Planning Department will close and union members will be provided a temporary assignment at an open Commission facility.

5b. Scheduling of Furloughs

Within the Planning Department, furloughs shall be taken during one week in August 2010 and one week in December 2010 when the MRO office building shall be closed.

Within the Parks Department, furloughs shall be taken throughout FY 2011. Consistent with the Collective Bargaining Agreement, furlough days will be scheduled with each employee's supervisor.

5c. Payroll Processing of Furloughs

Pay deductions for furloughs will be spread evenly over the remaining full pay periods in FY 2011, following union ratification and Commission approval.

5d. Hours Worked Calculations

Furlough hours shall not count as "hours worked" for purposes of any overtime calculations under the Collective Bargaining Agreement, unless Management calls an employee back due to a local emergency as set forth in Section 5.7.1 of the Collective Bargaining Agreement.

5e. Compensatory Time

Each employee whose salary is reduced on account of furlough shall, effective the first full pay ending after January 1, 2010, receive one hour of compensatory time for each four hours of furlough. If an employee exhausts his/her compensatory time and then leaves the Commission before taking all furlough hours, the Commission shall be able to recoup the balance owed through a deduction from annual leave or the employee's final paycheck.


5f. Tracking Furlough Hours

Furlough compensatory time will be tracked separately from regular compensatory time. Furlough compensatory time shall remain in place until exhausted; however, no payout shall be provided to any employee for unused furlough compensatory hours should the employee retire or separate from employment with the Commission.

5g. MCGEO is concerned that monies budgeted for both dispatchers and permit staff or other MCGEO related functions may not be exhausted in FY 2011 and, thus, there may be a savings that could be used to reduce furlough days. The Commission expects that these budgeted monies will be fully utilized in FY 2011 or be used to assist in funding FY 2012. To address this issue, the parties agree to meet in early January 2011 and negotiate with respect to whether the savings should be used to reduce the number of prospective furlough days.

6. Annual Leave Accrual Payout

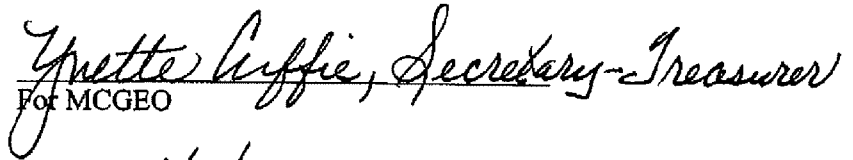
Modify Article 14, and all related provisions in the CBA, so that a cap of 440 hours is placed on the amount of annual leave that an employee can cash out for FY11.



For M-NCPPC

7/1/10

Date



For MCGEO

7/1/10

Date

LAST CHANCE AGREEMENT.

This Last Chance Agreement (“Agreement”) is made this ____ day of _____, 2010, by and between the Municipal and County Government Employees Organization/United Food and Commercial Workers Union, Local 1994 (“MCGEO”) on behalf of employees in Montgomery County Department of Parks or Montgomery County Department of Planning who appeared on the June 2010 Reduction-in-Force (“RIF”) list (“applicable employees”) and the Maryland-National Capital Park and Planning Commission (“Commission”).

WHEREAS, this Last Chance Agreement shall be Exhibit A in the June 2010 MCGEO/Commission Sign-Off Agreement (“June 2010 Sign-Off Agreement”).

WHEREAS, the Commission and MCGEO have agreed to apply certain standards, as detailed in the June 2010 Sign-Off Agreement, to any inter-county transfers related to filling vacancies in Prince George’s County for applicable employees.

WHEREAS, the Commission and MCGEO have further agreed that applicable employees who appeared on the June 2010 RIF list who are seeking to transfer and to fill an identified vacancy, must meet certain standards pursuant to Item 4d of the June 2010 Sign-Off Agreement.

WHEREAS, the Commission and MCGEO have agreed that if the Commission determines the applicable employees have not met any or all of the standards contained under Item 4d --- subsections i, ii, iii, and/or iv (if not waived) --- of the June 2010 Sign-Off Agreement, the employee shall not be transferred unless he/she executes this Last Chance Agreement with the Commission.

NOW THEREFORE, consistent with the terms of the existing Collective Bargaining Agreement, the Commission, MCGEO, and applicable employee, _____ (*Employee Name*), enter into the following Last Chance Agreement:

1. For three (3) years from the date of this Agreement, a violation of any Rule, Regulation, or Practice of the Commission will result in _____'s (*Employee Name*) termination, without recourse to the grievance/arbitration procedures except to address the validity of the asserted violation.

2. _____ (*Employee Name*) hereby knowingly and affirmatively waives the right to bring any claim for monetary or other personal relief under the ADA, Article 49B, or any other civil rights statute for any matter related to his/her employment with or the proposed termination of her employment with the MNCPPC. This Agreement shall not, however, constitute a waiver of _____'s (*Employee Name*) right to file a charge or to participate in any EEOC investigation or proceeding to address issues other than claims for monetary or other personal relief.

3. The parties agree that any incident wherein it is alleged that _____ (*Employee Name*) has violated this Last Chance Agreement must be based on objective and substantiated findings of fact. No decision that _____ (*Employee Name*) has violated the Last Chance Agreement shall be subject to reversal unless it is found that the Commission's decision constituted an abuse of discretion.

4. The terms of this Agreement do not constitute any precedent or practice. The parties further agree that this Agreement will not be admissible as evidence in any future proceeding between the Commission and MCGEO, other than in a proceeding to enforce the Agreement.

5. In return for the Commission's decision to implement the terms of this Last Chance Agreement, _____ (Employee Name) agrees waive the right to appeal or grieve any actions arising out of the implementation of the terms of this Agreement.

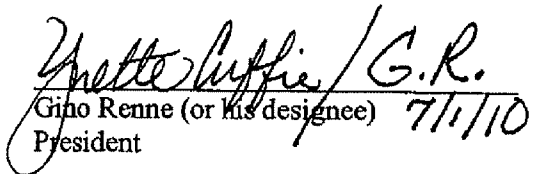
6. _____ (Employee Name) acknowledges that he/she has read this Agreement, that he/she has discussed this Agreement with a representative of MCGEO, and that he/she understands all of the terms and provisions contained in this Agreement.

7. Each party executes this Agreement freely and voluntarily, without relying upon any representation other than those expressly set forth in this Agreement.

8. This Agreement becomes effective upon the signature of all the parties below.

9. This constitutes the full and complete Agreement between the parties for any and all claims arising out of this matter. Any proposed changes or additions to this Agreement will not become effective unless and until they are reduced to writing and signed by the party to be bound.


For MCGEO:


Gino Renne (or his designee) 7/1/10
President

For the Commission:

Patti Colihan Barney
Executive Director

Employee Name

original attachment

7/1/10