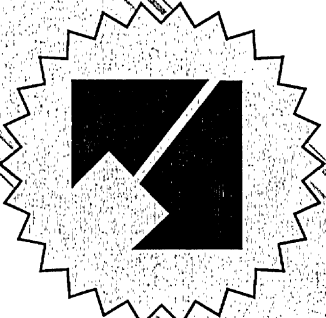


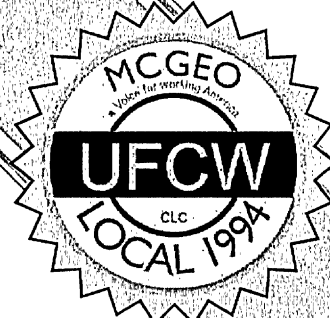
Collective Bargaining Agreement Made By and Between



**The Maryland-National Capital
Park and Planning Commission**

and

**The Municipal and County Government
Employees Organization/United Food
and Commercial Workers Union,
Local 1994**



**Service/Labor, Trades
and Office Bargaining Units**

July 1, 2018 to June 30, 2021

Collective Bargaining Agreement

Made By and Between

The Maryland-National Capital Park and Planning Commission

And

**The Municipal and County Government Employees
Organization, UFCW Local 1994**

July 1, 2018 to June 30, 2021

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COLLECTIVE BARGAINING AGREEMENT

THIS AGREEMENT is made and entered into this 1st day of July 2018, between The Maryland-National Capital Park and Planning Commission (hereinafter referred to as "Employer," "Commission," or "M-NCPPC") and the United Food and Commercial Workers Union, Local 1994/Municipal and County Government Employees Organization (hereinafter referred to as the "Union" or "MCGEO").

PURPOSE

The M-NCPPC and MCGEO acknowledge their joint responsibility to foster a more positive labor relations environment. Among the hallmarks of a more positive labor relations environment are open communication and a continuing willingness to engage in good faith bargaining consistent with the terms of the collective bargaining statute. At all times, the paramount objectives of a positive labor relations environment are to ensure the delivery of quality public services to the citizens of Montgomery and Prince Georges Counties, to pursue fair and appropriate compensation, and promote a positive work environment.

SAVINGS CLAUSE

In the event any article, section or portion of this Agreement shall be held invalid and unenforceable by any court, or higher authority of competent jurisdiction, such decision shall apply only to the specific article, section or portion thereof specified in the decision. Upon issuance of such a decision, the M-NCPPC and the Union agree to immediately negotiate a substitute for the invalidated article, section or portion thereof.

Article 1 RECOGNITION

The M-NCPPC recognizes Municipal and County Government Employees Organization/United Food and Commercial Workers Union, Local 1994, as the exclusive bargaining representative of all employees of the Service and Labor Bargaining Unit, the Trades Bargaining Unit and the Office Bargaining Unit for purposes of collective bargaining over wages, hours, and other terms and conditions of employment pursuant to Maryland Annotated Code, Land Use Article, Section 16-201 et seq. Employees within these units who have completed the first six (6) months of their twelve (12) month probationary period with the M-NCPPC are members of the bargaining unit, but may not grieve an employment action – which is defined solely for purposes of this article as a reassignment, transfer,

discipline above a written reprimand, dismissal, or the requirement for remedial training – that occurs with at least fifteen (15) work days notice. The remedy for untimely notice shall be limited to the difference between the actual amount of notice and the fifteen (15) work days. Individuals who are still in the first six (6) months of their probationary period are not members of the bargaining unit. Confidential employees, as defined in Maryland Annotated Code, Land Use Article, Section 16-201(a)(2)(ii), are excluded from the bargaining unit.

Article 2 MANAGEMENT RIGHTS AND EMPLOYEE RIGHTS

2.1 It is the understanding of the parties hereto that all 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. Consistent with Maryland Annotated Code, Land Use Article, Section 16-213, 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:

2.1.1 Determine the overall budget and mission of the Commission.

2.1.2 Maintain and improve the efficiency and effective of operations.

2.1.3 Determine the services to be rendered and the operations to be performed.

2.1.4 Determine the location of facilities and the overall organizational structure, methods, processes, means, job classifications, and personnel by which operations are to be conducted.

2.1.5 Direct and supervise employees.

2.1.6 Hire, select, and establish the standards governing promotion of employees and classify positions.

2.1.7 Relieve employees from duties because of lack of work or funds or when the Commission determines continued work would be inefficient or nonproductive.

2.1.8 Take actions to carry out the missions of government in emergency situations.

2.1.9 Transfer and schedule employees.

2.1.10 Determine the size, grades, and composition of the workforce.

2.1.11 Set the standards of productivity and technology.

2.1.12 Establish employee performance standards and evaluate and assign employees, except that evaluation and assignment procedures shall be a subject for bargaining.

2.1.13 Establish and implement systems for awarding outstanding service increments, extraordinary performance awards, and other merit awards.

2.1.14 Introduce new or improved technology, research, development, and services.

2.1.15 Control and regulate the use of machinery, equipment, and other property and facilities of the Commission, subject to §16-207(a)(6) of this subtitle the Commission's duty to bargain matters affecting the health and safety of employees.

2.1.16 Maintain internal security standards.

2.1.17 Create, alter, combine, contract out, or abolish any job classification, operation, department, unit, or other division or service. provided that no contracting of work which will displace employees may be undertaken by the Commission unless the Commission gives written notice to the Union at least ninety (90) days before signing the contract or within a different period of time as agreed by the parties.

2.1.18 Suspend, discharge, or otherwise discipline employees for cause, subject to the grievance procedure set forth in a Collective Bargaining Agreement.

2.1.19 Adopt and enforce policies and regulations necessary to carry out this section and all other managerial functions that are not inconsistent with federal or State law or the terms of a collective bargaining agreement.

2.2 Consistent with Maryland Annotated Code, Land Use Article, §16-216, employees of the Commission retain the right to:

2.2.1 Form, join, or assist any employee organization;

2.2.2 Bargain collectively through a representative that they have chosen;

2.2.3 Engage in other lawful concerted activities for the purpose of collective bargaining; or

2.2.4 Refrain from any activity covered under this paragraph.

2.3 Management and the Union agree that employees under this Agreement are covered by the Commission policies such as Merit System Rules and Regulations,

administrative practices, administrative procedures, and manuals unless amended by this Agreement.

**Article 3
AGENCY SHOP**

3.1 Bargaining Unit Members who pay Union dues shall pay the amount set by the Union. This amount may be subject to change once each year of this Agreement as a result of the Union's notice to the Employer and the appropriate Bargaining Unit Members mailed thirty days prior to the change.

3.2 The Union shall indemnify and hold the M-NCPPC harmless against any and all claims arising from actions taken by the Union with regard to the collection of Union dues or the resolution of disputes concerning Union dues, including any costs for attorneys (attorneys to be selected by M-NCPPC), expert witnesses, and other litigation expenses.

**Article 4
PAYROLL DUES DEDUCTION**

4.1 The M-NCPPC shall provide a voluntary checkoff and shall check off initiation fees and Union dues from all bargaining unit members who submit an advance written authorization for such a checkoff. The amount to be deducted shall be certified to the M-NCPPC by the Treasurer of the Union, and the aggregate deductions from all bargaining unit members shall be remitted bi-weekly to the Union, along with an itemized statement.

4.2 The M-NCPPC shall be relieved from making such payroll deductions upon a bargaining unit member's (a) termination of employment for any reason; (b) transfer to a job outside the bargaining unit; (c) layoff from work; (d) receipt of long-term disability benefits; or (e) unpaid leave of absence.

4.3 The M-NCPPC shall maintain the current voluntary political contribution deductions. MCGEO will continue to provide the Commission with an alphabetical listing of contributors and a signed authorization from each contributor. The authorization form shall include the employee's name, job title, social security number, and the amount to be deducted each pay period. The form shall also include a statement informing the employee that the deductions will continue until the employee submits a written request to MCGEO requesting discontinuance. Should an employee request discontinuance MCGEO will notify the Commission of the employee's request and provide the Commission with a copy of the letter of discontinuance. All questions concerning political contribution deductions shall be referred to MCGEO's office.

The Commission will make monthly remittance payable to "UFCW Local 1994 ABC" along with an alphabetical listing giving name, job title, social security number, the amount deducted each pay period, and the accumulative amount of deduction on a calendar year basis. The employee's check stub will reflect "MCGEO-POL" to identify the political contribution deduction. The monies collected from Union dues and initiation fees will be accounted for separately from those collected for political contribution deductions.

4.4 The M-NCPPC 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 M-NCPPC 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 M-NCPPC for the purpose of complying with any other 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 M-NCPPC to the Union.

Article 5 WAGES

5.1 Fiscal Year Salary Schedules

Bargaining unit members are eligible for service increments of three and one half percent (3-1/2%) each. A service increment may be granted only to the extent that a bargaining unit member'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, Anniversary Pay Increment. There shall be a reopener on Service Increments in Fiscal Years 2020 and 2021.

5.2 Wages

5.2.1 Bargaining unit members shall receive a COLA of one and one-half percent (1.50%) effective the first full pay period following October 1, 2018.

5.2.2 There shall be a reopener on Wages (Section 5.2) for Fiscal Year 2020.

5.2.3 There shall be a reopener on Wages (Section 5.2) for Fiscal Year 2021.

5.2.4 Effective July 1, 2008, the pay schedules covered by this Agreement shall be adjusted to reflect a longevity increase of two and one-half percent (2.5%). Effective January 1, 2011, the longevity increase paid under this section shall increase to three percent (3%). To be eligible for the longevity increase, bargaining unit members must have been at top of grade for at least one year, have attained an overall satisfactory annual performance rating on their most recent performance evaluation, and have completed at least twenty (20) years of service (beginning of year 21). This increase shall be paid on the

first full pay period following the employee's fulfilling all eligibility criteria. No employee shall receive both an anniversary increase and a longevity increase within a twelve-month period. The longevity increment is outside of the maximum of the salary range. The longevity provision in Section 5.2.4 will remain in effect for Fiscal Year 2019. There shall be a reopener on longevity increases in Fiscal Years 2020 and 2021.

5.2.5(a) The Commission agrees to pay a 0.5% (one-half percent) lump sum payment in FY 2019 to top of grade bargaining unit members who are actively employed by the Commission on July 1, 2018. This calculation shall be made based on the employee's base salary paid the first full pay period following July 1, 2018. The lump sum amount for part-time employees shall be prorated as 75% of the full-time equivalent for the position held. Employees who are scheduled to receive a longevity step during FY 2019 are not eligible for this payment. This payment will be effective the first full pay period of FY 2019.

5.2.5(b) Eligible employees who are on unpaid leave and return to work during FY 2019 will receive their payment following their return to active employment with the Commission. The lump sum payment is considered regular earnings for income, withholding, and employment tax purposes. The payment will not be added to the employee's base salary. These payments are not considered "regular earnings" for retirement/life insurance purposes and employees will not receive any retirement/life insurance benefits based on these payments.

5.2.5(c) The Commission agrees to pay a 0.5% (one-half percent) lump sum payment in FY 2020 to top of grade bargaining unit members who are actively employed by the Commission on July 1, 2019. This calculation shall be made based on the employee's base salary paid the first full pay period following July 1, 2019. The lump sum amount for part-time employees shall be prorated as 75% of the full-time equivalent for the position held. Employees who are scheduled to receive a longevity step during FY 2020 are not eligible for this payment. This payment will be effective the first full pay period of FY 2020.

5.2.5(d) Eligible employees who are on unpaid leave and return to work during FY 2020 will receive their payment following their return to active employment with the Commission. The lump sum payment is considered regular earnings for income, withholding, and employment tax purposes. The payment will not be added to the employee's base salary. These payments are not considered "regular earnings" for retirement/life insurance purposes and employees will not receive any retirement/life insurance benefits based on these payments.

5.3. Shift Differential

5.3.1 Effective the first pay period after July 1, 2003, a bargaining unit member who is assigned to a regularly established evening shift (starting between 2:00 p.m. and

7:59 p.m.) shall be entitled to a shift differential of One Dollar and Thirty-five cents (\$1.35) per hour or the midnight shift (starting between 8:00 p.m. and 4:59 a.m.) shall be entitled to a shift differential of One Dollar and Forty-five Cents (\$1.45) per hour. If a bargaining unit member is scheduled to work the evening or midnight shift in order to replace another employee, he or she shall receive the differential.

5.3.1(a) The shift differential rate shall be determined by when the shift starts, regardless of when it ends or when the employee goes off duty.

5.3.2 Effective the first pay period after July 1, 2005, a bargaining unit member who is assigned to a regularly established evening shift (starting between 2:00 p.m. and 7:59 p.m.) shall be entitled to a shift differential of One Dollar and Forty-five cents (\$1.45) per hour or the midnight shift (starting between 8:00 p.m. and 4:59 a.m.) shall be entitled to a shift differential of One Dollar and Sixty Cents (\$1.60) per hour. If a bargaining unit member is scheduled to work the evening or midnight shift in order to replace another employee, he or she shall receive the differential.

5.3.3 If a bargaining unit member works the evening or midnight shift for any other reason, then the differential will be paid only if and when the bargaining unit member works the evening or midnight shift three or more consecutive days.

5.3.4 Shift differential is paid when bargaining unit members are assigned to work the evening shift or midnight shift on one of the following events:

5.3.4(a) Summer building maintenance;

5.3.4(b) Summer ballfield maintenance;

5.3.4(c) Festival of Lights maintenance;

5.3.4(d) Other M-NCPPC sponsored special events, providing the event is of a duration of at least five consecutive days. Calculation of the duration shall include set-up time and teardown time, provided that set-up and tear-down time have not otherwise been scheduled as part of the normal work day.

5.4 Standby Pay

5.4.1 If an employee is required to remain ready during off-duty hours to perform unscheduled and unanticipated work, the Commission must pay stand-by compensation to the employee at the rate of 20 percent of the employee's regular hourly salary.

5.4.2 The Commission 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.

5.4.3 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.

5.4.4 An employee who is in call-back, overtime, or regular pay status shall not be eligible for stand-by compensation.

5.4.5 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.

5.4.6 To cancel stand-by status, the employee's supervisor or manager must contact the employee and tell or text the employee that the employee has been relieved from stand-by status.

5.4.7 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 at which the employee can be promptly contacted by phone or by text.

5.4.8 An employee in stand-by status must:

- (1) ensure that the telephone by which the employee is to be contacted is in good working order and is turn on; and,
- (2) promptly notify the supervisor or other designated department representative if the employee must be contacted on a different telephone number.

5.5 Overtime

5.5.1 Overtime compensation at the rate of one and one-half (1 ½) times the bargaining unit member's assigned rate of pay shall be paid for all authorized hours worked beyond forty (40) in a seven day work week. Overtime shall be specifically authorized by the department head and approved by the department head or his/her designee. Approval must be obtained prior to a bargaining unit member working overtime. Overtime shall not be used as a means to permanently reduce existing staff, permanently avoid filling vacancies, or permanently eliminate a shift.

5.5.2 No overtime compensation shall be granted until an eligible bargaining unit member has worked at least forty (40) hours in any one work week. For purposes of calculating hours worked in a week, the time a bargaining unit member is in authorized leave with pay or holiday leave status shall be counted. The employer shall not alter a bargaining unit member's work day or work week to avoid payment of overtime earned in accordance with this provision.

5.5.3 Both the Commission and the Union recognize that overtime arises out of the need to provide services as determined by the Commission. Overtime may be authorized by the department head or designee when a bargaining unit member is required to work in excess of the normally scheduled work day or work week, subject to the following:

5.5.3(a) Overtime is paid at the rate of one and one-half (1 ½) times the bargaining unit member'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.

5.5.4 Twice per year lists shall be developed in each maintenance facility or work unit showing those bargaining unit members who wish to perform overtime. The first list shall go into effect on April 1 of each year. The second list shall go into effect on September 1. Such lists shall be used to fill overtime needs. Twice per year, the Commission shall post, e-mail, and leave copies of the current list next to the applicable time clock. Upon request, additional copies will be placed next to the applicable time clock. In the event such lists are insufficient to provide adequate overtime coverage, bargaining unit members shall be assigned on a rotating basis in the inverse order of seniority among those bargaining unit members in the classifications who are able to perform the work. 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. Any person on the list who declines to work overtime on more than two (2) occasions, may be removed from the list. Employees shall be removed from the list if they are placed on sick leave restriction, serving on a Performance Improvement Plan, or have received two consecutive overall rating levels of "1" on their annual performance evaluation.

5.5.5 Bargaining unit members shall not be required to perform their normal duties during lunch periods. If a bargaining unit member's lunch period is interrupted by a call to duty, such bargaining unit member shall be compensated on an overtime basis for each one-tenth of an hour while engaged in such activity.

5.5.6 Four (4) times per year the LMRC shall discuss any existing overtime issues.

5.6 Callback Pay

Whenever any bargaining unit member is required to return to work to perform unanticipated and unscheduled work assignments, the bargaining unit member is entitled to receive callback pay in a guaranteed minimum amount of three (3) hours of overtime pay. Callback pay is not available when a bargaining unit member is informed prior to the end of his or her schedule that he or she will be required to return outside their normal schedule to perform work assignments.

5.7 Emergency Pay

5.7.1 Local Emergencies

Whenever a local emergency is declared by a department head, members of the bargaining unit who are required to work during the emergency shall be paid their regular rate of pay for all hours falling within the bargaining unit member's regularly scheduled work day. For hours worked which fall outside a bargaining unit member's regularly scheduled work day, bargaining unit members shall be paid at the rate of one and one-half (1 ½) times the assigned rate. The employer shall not alter a bargaining unit member's work day or work week to avoid the payment of the one and one-half (1 ½) emergency pay earned in accordance with this provision. For example, if an employee whose assigned rate is \$22.00 per hour works four hours outside her regularly scheduled work day, then she shall be paid \$132.00 ($\$22.00 \times 4 \times 1.5$).

5.7.2 Area-Wide Emergency

Whenever an area-wide emergency is declared due to the need to close the Commission or one or more entire department(s) within the Commission, members of the bargaining unit who are required to work during the emergency shall be paid two (2) times the assigned rate of pay for all hours worked during the emergency when the hours fall within a bargaining unit member's regularly scheduled work day or two and one-half (2 ½) times the assigned rate of pay for all hours worked during the declared emergency which fall outside a bargaining unit member's regularly scheduled work day. For example, if an employee whose assigned rate is \$ 22.00 per hour works two hours within his regularly scheduled work day and two hours outside his regularly scheduled work day, then he shall be paid \$198.00 ($(\$22.00 \times 2) \times 2 + ((\$ 22.00 \times 2 \frac{1}{2}) \times 2)$).

5.7.3. General Emergency

Whenever a general emergency is declared by the Executive Director, with the approval of the two Planning Board Chairs, due to catastrophic conditions, members of the bargaining unit who are required to work during the emergency shall be compensated at a rate of two and one-half (2 ½) times for all hours worked during the declared

emergency. Catastrophic conditions include but are not limited to: unusually extreme weather such as blizzards; epidemics; or civil disturbances. For example, if an employee whose assigned rate is \$ 22.00 per hour works two hours within his regularly scheduled work day and two hours outside his regularly scheduled work day, then he shall be paid \$220.00 $((\$22.00 \times 2 \frac{1}{2}) \times 2) + ((\$ 22.00 \times 2 \frac{1}{2}) \times 2)$.

5.7.4. Selection Process

The selection of bargaining unit members to be assigned work during declared emergencies shall be done in accordance with Section 5.5.4 "Overtime." However, when emergency work arises during the normal work day, employees still on the schedule shall address the emergency before calls are made for other employees to report back for work.

5.7.5. Departments

With respect to the definition of department, they are reflective of the following organizational units:

- Montgomery County Parks Department
- Montgomery County Planning Department
- Prince George's County Parks and Recreation Department
- Prince George's County Planning Department
- Finance Department
- Department of Human Resources and Management
- Legal Department

Additional units that are treated as departments for purposes of reduction in force are:

- Merit System Board
- Office of Internal Audit
- Prince George's County Commissioner's Office
- Montgomery County Commissioner's Office
- Chief Information Officer's Office

5.8 Acting Pay

Bargaining unit members who are designated by management to serve in an acting capacity at a higher grade will receive a five percent (5%) increase in pay, but no less than the minimum pay of the higher graded position. The increase in pay shall commence on the first day served in the acting position. Once management has identified an individual to work in an acting capacity and they have been deemed eligible, management shall provide the employee with a written notice of the tentative designation. Acting Pay compensation shall be retroactive to the date that management informed the employee in writing that he or she was being placed in an acting capacity. Nothing in this section

changes the existing requirement that receipt of Acting Pay only occurs when it is anticipated that the position will be vacant for no less than sixty (60) days.

5.9 Holiday Pay

All hours worked by a bargaining unit member on a Commission authorized holiday shall be compensated at the rate of two and one-half (2 ½) times the bargaining unit member's normal rate of pay.

5.10 Compensatory Time

5.10.1 Compensatory time may not be used until credited and until approved by a bargaining unit member's supervisor. Application for compensatory time must be made one week in advance of use. In emergency cases, the bargaining unit member's supervisor may waive this requirement. Compensatory time balances in excess of one hundred (100) hours at the end of the leave year shall be paid out to the bargaining unit member. Requests for use of compensatory leave shall be handled in the same manner as requests for use of annual or sick leave.

5.10.1(a) Whenever an employee requests leave, other than sick leave, the first use of leave shall be Compensatory leave.

5.10.2 Bargaining unit members who are on authorized overtime shall have the option of accumulating compensatory time in lieu of cash consistent with the provisions of the Fair Labor Standards Act. However, once a bargaining unit member has accumulated eighty (80) compensatory hours, management shall have the discretion to determine whether bargaining unit member will receive additional compensatory time or overtime payments when overtime work is authorized.

5.10.3 When budgetary limitations preclude the payment of premium pay for holiday work, the bargaining unit member must be credited with:

5.10.3(a) One and one-half (1 ½) hours of compensatory leave for each hour of holiday work on the bargaining unit member's regular work day; and,

5.10.3(b) Two (2) hours of compensatory leave (double time) for each hour of holiday work on the bargaining unit member's regular day off.

5.10.4 The first hours of compensatory time accrued by each bargaining unit member under this section are the first hours that will be utilized by that bargaining unit member when he or she draws upon compensatory hours. This provision is not intended to reduce the per hour value of compensatory time.

5.11 Master Certification

Mechanics obtaining ASE certification of Master M/H Truck or Master Automobile shall receive two (2) days of administrative leave for completion of each of the two certifications in the year certification is obtained. A mechanic will receive \$650.00 when he or she successfully completes fifty percent (50%) of the required courses towards ASE certification and then an additional \$650.00 when he or she successfully completes the tests for the remaining fifty percent (50%) and receives master certification. Thereafter, a bargaining unit member will receive \$500 for each recertification test that he or she successfully completes up to a maximum of \$1,000.00 per year, per master certification. To continue to receive the per course amount, an employee must maintain his/her certification throughout.

5.12 Court Compensation

Any park police communication technician covered by this Agreement who is compelled to attend Federal or State Circuit or District Court proceedings in connection with the official duties of his/her job while off-duty shall receive a minimum of three (3) hours pay at one and one-half times their regular rate of pay for attendance at the court or judicial proceeding. Park police communication technicians compelled to attend such court or judicial proceedings in connection with the official duties of his/her job during their regular hours will receive their regular rate of pay.

5.13 Bargaining Unit Member Overpayments

5.13.1 Whenever it is determined by the Commission that a member of the bargaining unit has received an overpayment in compensation, notice shall be given to the bargaining unit member of the facts and circumstances of the overpayment. The bargaining unit member shall have ten (10) work days to respond to the notice of overpayment. The Commission shall evaluate any response received and take any action deemed appropriate. In the event that the Commission determines that an overpayment has been made, final notice of the discontinuance of the overpayment and a schedule for repayment shall be provided to the bargaining unit member in writing.

5.13.2 A bargaining unit member will not be required to repay the portion of overpayments which has extended beyond an eighteen-month period.

5.13.3 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 six months, the bargaining unit member would have six months to repay the overpayment).

5.13.4 Bargaining unit members have a duty to review their pay records and advise the Commission of overpayment. Violation of this provision may result in bargaining unit member liability for the total overpayment without regard to subsection 5.13.3 above if the bargaining unit member knew or should have known of the

overpayment. Further, violation of this provision may result in appropriate disciplinary action.

5.14 Bi-Weekly Pay Period

Effective July 1, 2000, all employees within the Service/Labor and Trades Bargaining Units shall receive compensation utilizing a bi-weekly pay period.

5.15 Park Police Communication Technician Field Training

Any park police communication technician assigned by management to train a probationary park police communication technician shall receive Two Dollars and Fifty Cents (\$2.50) per hour additional compensation for each hour spent in such training. Park police communication technician training compensation will be paid in a lump sum in the pay period following completion of the probationary park police communication technician's training.

5.16 Call In Pay

During the winter, certain bargaining unit members may be advised that they will be required to return to work at a certain time to assist either County in the removal of snow. If such an employee is instructed by management to call in before reporting and learns that his or her return time is being delayed, that individual shall receive Call-In Pay compensation for the time between when the employee was originally advised to report back to work and the employee's adjusted reporting time. Employees receiving Call-In Pay shall be compensated at twenty percent (20.0%) of their regular hourly rate for all time in this status. Once the employee has actually reported back to work, he or she shall receive compensation consistent with the Emergency Pay provisions (Section 5.7) of the current Collective Bargaining Agreement.

An individual who is advised, upon leaving at the end of the normal work day, that he or she will have to return to assist either County with snow removal is not, as a result of those instructions, placed in either a Stand-By status (Section 5.4) nor in a status that entitles the employee to Call-Back pay (Section 5.6). In creating Call-In compensation, the Agreement is not eliminating either Stand-By or Callback pay.

5.17 No Duplication Or Pyramiding Of Premium Pay

There shall be no duplication or pyramiding in the computation of overtime or other premium wages and nothing in this Agreement shall be construed to require the payment of overtime more than once for the same hours worked.

5.18 Meal Allowance

A meal allowance of up to \$12.00 shall be paid, upon submission of a receipt, whenever an employee is required to work more than four consecutive hours:

1. Beyond the end of his or her regular shift;
2. After returning on call back (per Section 5.6).

5.19 Certification Coverage

When an employee is required by the M-NCPPC or mandated by federal/state/local statute to obtain a certification, the Agency agrees to pay for the fees, tuition, and mandatory study materials associated with obtaining and maintaining the certification. As a condition for receiving this reimbursement, the employee agrees to repay a prorated amount of the total reimbursement received if the employee does not remain employed by the Commission for a period of one year after obtaining the certification or recertification.

5.20 Line of Duty Funeral Expenses

If a Bargaining Unit Member is killed in the line of duty, the Commission will reimburse up to Five Thousand Dollars (\$5,000.00) of funeral expenses.

5.21 Multilingual Differential

Management shall determine the languages for which interpretive service certification can be obtained to communicate with customers, the designation of specific positions in specific locations requiring multi-lingual skills, and the number of employees to be certified in each location. Positions will be identified by management based upon the need and frequency of interacting with the public. These determinations shall be non-grievable and non-arbitrable.

No later than February 1, 2016, the Commission will establish testing procedures to measure the selected employee's conversational proficiency in selected languages other than English. Any employee who passes such test will be certified as an interpreter in the language tested, will be assigned to interpret that language as part of his/her job duties, and will receive a lump sum payment of seven hundred and fifty dollars (\$750.00); designated park police communication technicians shall receive a lump sum payment of eight hundred and fifty dollars (\$850.00). Failure to pass a qualifying language examination shall be non-grievable and non-arbitrable.

The initial payment of the lump sum will commence within thirty (30) days of the employee's certification. Thereafter, the annual payments will occur within thirty (30) days of the anniversary of the employee's certification. Any certified employee who transfers into another position shall not continue to receive the lump sum payment unless

management assigns the employee that responsibility in the new position. To continue to receive the lump sum payment, employees shall be required to recertify as an interpreter every five (5) years.

5.22 Direct Deposit

All employees will participate in the direct deposit of their biweekly pay beginning January 1, 2016. Those employees who submit a written statement indicating that they are not bankable, shall be allowed to continue to receive a Commission issued hard-copy check that can be redeemed.

Article 6 ANNIVERSARY PAY INCREMENT

6.1 Employees in the bargaining unit shall be considered each year for an anniversary pay increment. Anniversary pay increments must be earned on the basis of performance and will not be granted automatically or solely on the basis of length of service. Performance is evaluated and documented through the use of the Performance Management Program. An anniversary pay increment is granted up to the maximum level of the pay range to which a bargaining unit member is assigned. The anniversary pay increment shall be as follows:

6.2 Overall Annual Evaluation Rating

Rating

"2" 3-1/2% increase in base pay.

"1" 3-1/2% increase in base pay in first year that bargaining unit member receives rating of "1." Bargaining unit members receiving more than one consecutive overall annual evaluation of "1" are not eligible for an anniversary increment.

"0" not eligible for an anniversary increment.

6.3 Bargaining unit members assigned to the maximum pay level of the grade shall not be eligible for an increase in base pay.

6.4 An anniversary pay increment is effective at the beginning of the pay period in which the assigned anniversary date occurs.

Article 7
ACCELERATED WITHIN GRADE ADVANCEMENT

The parties hereby agree to incorporate by reference Merit Rules 1232, 1232.1, and 1232.2 and make them a part of this Agreement.

Article 8
SENIORITY

8.1 Length of service (seniority) for the purposes of this Agreement, excluding purchased credited service under the bargaining unit member's Retirement System, shall be calculated based on total Commission service, except in cases when breaks in service of two (2) years or more occur. In such cases, service prior to the break in service shall not be counted. This total Commission service calculation shall not apply when the break in service was due to the employee voluntarily quitting his/her position with the Commission.

8.2 A bargaining unit member's seniority shall be terminated and all rights under this Agreement forfeited for the following reasons: discharge for cause, resignation, or retirement.

8.3 The Commission can and will apply all relevant existing policies and practices related to hiring and promotion; e.g., Equal Employment Opportunity/Affirmative Action policies and practices.

Article 9
WORKING CONDITIONS

9.1 Political Activities

No bargaining unit member shall be prohibited from participating in politics or political campaigns, provided that such activity does not occur during working time and in working areas. Further, no bargaining unit member shall be obligated to contribute to an election campaign or to render political service. If a bargaining unit member attends a political function which is held on Commission property, he or she shall not wear any Commission uniform containing a Commission insignia, nor shall the bargaining unit member hold himself or herself out as an official representative of the Commission.

9.2 Job Opportunities

9.2.1 Announcements of all employment opportunities will be made in the Commission's Employee Newsletter which shall be distributed on a monthly basis to all Commission facilities. Bargaining unit members shall be responsible for reviewing the Newsletter and accessing the Commission's on-line job announcement publications to

inform themselves of employment opportunities. Every two weeks, job opportunities information shall be posted at identified facilities where employees do not have e-mail access. All union represented job classifications shall be advertised for a minimum of eleven business days before closure of the job. Announcements shall contain specific information about examinations (if appropriate), minimum qualifications, duties and other relevant job factors. Whenever an announcement is made, the Commission can select from the list of applicants, regardless of how many indicate an interest in the position. If a Shop Steward observes that a facility is not distributing these materials, he or she shall notify both the Human Resources Director and the Union. The Human Resources Director or designee will investigate the matter, take steps to ensure proper distribution at the facility, and notify the Union in writing of the results of the investigation.

9.2.2 When the Commission determines that a particular classification is the subject of frequent employment opportunities, the Commission may disseminate an announcement, accumulate a pool of inside and outside applicants, and retain the list for future use. The Commission shall not be obligated to disseminate any additional internal announcements with respect to the classification for a period of six months or until the number of interested candidates on the list has fallen below ten. Further, nothing precludes the Commission from disseminating additional internal announcements when it deems appropriate.

9.2.3 The Human Resources Director or designee may establish a reasonable deadline for the receipt of applications for announced vacancies. 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.

9.2.4 Bargaining unit members are entitled to a copy of their Class Specification upon request which includes a written list of duties and responsibilities assigned to a position.

9.2.5 Vacant positions approved for recruitment will normally be filled in the following order of priority: (1) recall from layoff; (2) requests for permanent disability accommodation; (3) transfer; and, (4) competitive selection.

Human Resources shall electronically notify all unit member candidates, who are interviewed, in a timely manner of the outcome of the selection process. In the event of a dispute, upon request, the Commission will inform the Union on a confidential basis of the data utilized in selecting and not selecting certain candidates. If a selected candidate to fill a vacancy is an M-NCPPC employee, the selected employee shall be released for the new assignment at the beginning of the next pay period after thirty (30) calendar days from the acceptance of the offer, subject to conflicting operational needs or other unforeseen events.

9.2.5(a) When there is a vacant position within the bargaining units represented by MCGEO and within the employee's department, at their grade or below,

and the position has been approved for recruitment, it will be filled in the following order of priority: (1) recall from layoff; (2) requests for permanent disability accommodation (3) recall from a work-related medical leave of absence; (4) recall from a non work-related medical leave of absence (5) transfer; and, (6) competitive selection. If the employee turns down a second position, at their level or below, the employee forfeits any future benefits under this section.

9.2.5(b) The individual must fully meet the essential duties for the subject position, with or without any reasonable accommodation.

9.2.5(c) The individual must successfully passes a physical examination, if required, for the position.

9.2.5(d) The individual must successfully completed the required probationary period prior to separation.

9.2.5(e) The non-competitive reappointment or promotion must occur within 24 months from the date of demotion or termination or within 12 months of the employee being placed on leave without pay.

Within five (5) business days of the final selection, Human Resources shall electronically notify all unit member candidates who are interviewed manner of the outcome of the selection process. In the event of a dispute, upon request, the Commission will inform the Union on a confidential basis of the data utilized in selecting and not selecting certain candidates. If a selected candidate to fill a vacancy is an M-NCPPC employee, the selected employee shall be released for the new assignment at the beginning of the next pay period after thirty (30) calendar days from the acceptance of the offer, subject to conflicting operational needs or other unforeseen events.

9.2.6 Transfer Procedure

Bargaining Unit Members may request a transfer when it meets one or more of the following factors.

1. a change from one bargaining unit position to another of the same position classification;
2. a change in physical location of the same job or position; or
3. a change in duty assignment but within the same position classification.

9.2.6(a) Any bargaining unit member who wishes to be considered for a transfer to another bargaining unit position within the same position classification must complete a "Request for Transfer Form" and submit that form directly to the Human Resources Director (Human Resources Division). The forms

and compilation of a transfer list shall be maintained by the Human Resources Director (Human Resources Division). Employees shall be required to submit a new request form every twelve months; otherwise, the employee's name shall be removed from the transfer list.

9.2.6(b) Once a vacancy occurs within a specific job classification and or specific work location, the appointing authority will consider the transfer list in tandem with the competitive process. Consideration of the transfer list shall not delay any advertising for the vacancy or detract from open competition for the position, or 9.2.5 Pre Selection.

9.2.6(c) Selection decision factors for transfers shall be job related and include: meeting the qualifications of the position, an applicant's work experience relevant to the position; education and training relevant to the vacancy; work performance; disciplinary actions; attendance record; availability to work the required hours and at the required location; and operational need. Employees being considered for transfer shall be subject to any applicable interview procedures. If all other selection decision factors are relatively equal, then seniority will be the governing factor. No grievance shall be permitted to contest the fact of non-selection for an interview or non-selection for a transfer unless the basis for the grievance is a policy violation or claim of discrimination consistent with Article 39 of the Collective Bargaining Agreement. Should the Union file a grievance, the grievance shall not delay the selection process.

9.3 Non-Competitive Reappointment

9.3.1 A bargaining unit member demoted or terminated as a result of a reduction in force or disability or placed on a work-related medical leave of absence may be reappointed or promoted non-competitively within his or her department provided such action is approved by the Department Head or Designee and;

9.3.1(a) Reappointment or promotion would be to a position at the same or lesser grade held at the time of separation or demotion.

9.3.1(b) The individual fully meets the essential duties for the subject position, with or without any reasonable accommodation.

9.3.1(c) The individual successfully passes a physical examination, if required, for the position.

9.3.1(d) The individual had successfully completed the required probationary period prior to separation.

9.3.1(e) The non-competitive reappointment or promotion occurs within 24 months from the date of demotion or termination or within 12 months of the employee being placed on leave without pay.

9.4 Secondary Employment

9.4.1 All bargaining unit members must notify their department heads, or designee, in writing of all outside employment. Written notification of outside employment must be received by the department head, or designee, seven (7) days prior to the bargaining unit member beginning his or her secondary employment. Written notification of outside employment must be provided to the department head, or designee, within thirty (30) calendar days after ratification of the Agreement. Applications for outside employment will be acted upon by the Department Head, or designee, within a reasonable time after the unit member submits his/her application.

9.4.2 Whenever a bargaining unit member notifies management of outside employment, he or she shall provide the following information:

9.4.2(a) The name, address, and telephone number of the employer for whom the bargaining unit member will work during off-duty hours.

9.4.2(b) The hours and days to be worked.

9.4.2(c) A description of the duties involved.

9.4.3 The bargaining unit member will notify his or her department head in writing within three (3) days of any material change in the employment information previously provided.

9.4.4 Management shall review all notices to determine if the secondary employment constitutes an actual or potential conflict. If cause exists to find that an actual or potential conflict exists, then management shall have the right to require that the bargaining unit member cease to engage in that secondary employment. When an actual or potential conflict is found, Management will inform the Union of the conflict, provided the employee has authorized Management to share the information with the Union.

9.4.5 No bargaining unit member will wear M-NCPPC uniforms or use M-NCPPC equipment for any secondary employment.

9.4.6 Employees will not work their secondary employment while on sick leave, or while on disability leave as prescribed by Workers' Compensation Law. In addition, employees will not work secondary employment while on light duty if the secondary employment may aggravate an illness or injury or delay the employee's ability to return to full duty status.

9.4.7 Unless the Commission determines that the secondary employment involves minimal risk to the Agency, all bargaining unit employees who work secondary employment must provide the M-NCPPC with proof that they are covered by a comprehensive general liability insurance policy in a minimum amount of One Hundred Thousand Dollars (\$100,000.00), per incident, which shall be maintained for the term of the secondary employment and which shall cover the employee against any and all claims and/or liabilities resulting from such employment. Bargaining Unit employees can satisfy this obligation by either obtaining the policy directly or by providing confirmation from their secondary employer that it has such a policy in place.

In addition, Bargaining Unit employees shall obtain from their secondary employer a completed agreement confirming that (1) the employer shall provide Workers' Compensation coverage if required by law and (2) the M-NCPPC will be held harmless from any and all claims of liability including, without limitation, attorney's fees and costs, resulting from the Bargaining Unit employee acting within the scope of his or her secondary employment duties.

MCGEO and the M-NCPPC agree that Bargaining Unit employees working secondary employment are not acting as Commission employees and are not entitled to coverage under the M-NCPPC Workers' Compensation Plan. It is further agreed that the maintenance of Social Security coverage Workers' Compensation coverage and general liability insurance coverage for such work is not the responsibility of the M-NCPPC.

Along with the requirements set forth above, secondary employment forms will be completed and re-submitted at the time of their anniversary. If there is a material change in an employee's secondary employment information, the employee will ensure that the updated information is provided to the employer consistent with Section 9.4.3. The general liability insurance requirements of this Section shall not take effect until the Agency develops and implements a Commission Policy.

9.5 New Classifications

In the event that the M-NCPPC creates a new job classification, the M-NCPPC agrees to meet and confer with the Union concerning whether the classification belongs in the Service and Labor, Trades and Office Bargaining Units. Should the parties not agree concerning whether the classification belongs in the Service and Labor, Trades and Office Bargaining Units, the matter shall be referred to the Labor Relations Administrator.

9.6 Pretax Premiums

Bargaining unit members' contributions to Health Benefit Plans shall continue to be effected in a manner so that the premiums shall be pre-taxed as far as allowed by IRS Code.

9.7 Worklife Program

The parties hereby incorporate by reference current Practice 2-18 "Work/Life Program" as a part of the Agreement.

9.8 Training

The employer will provide all necessary training on the equipment and new technology that each bargaining unit member is expected to use in performing the essential functions of his or her position. To the extent that it is available and to the extent that the work schedule permits, training will be held during work hours. Compensation for any training held outside work hours will be consistent with FLSA Regulations. It is agreed that minor technology adjustments, such as an upgrade in a software system, shall not necessarily require additional training and that management shall determine whether additional training will be required for such upgrades.

9.8.1 Bargaining unit members agree to undertake and complete training on equipment used in the performance of essential functions of their positions and to become and remain proficient in the use of any new or improved equipment or technology.

9.9 In-Service Training

In-Service Training deemed necessary by the M-NCPPC to improve skills related to a bargaining unit member's current position shall be rotated throughout the workforce of the affected department in the particular County to assure that every bargaining unit member eligible is given the opportunity to attend. Such training shall be on Commission time. Each County shall provide In-Service Training opportunities. Bargaining unit members will receive notice of In-Service Training at least ten (10) business days in advance.

9.10 Awards

The parties hereby incorporate by reference the Merit System Rules and Regulations, Chapter 1300, as a part of the Agreement.

9.11 Time Clocks

The M-NCPPC reserves the right to install, continue to use, or automate time clocks at its discretion. If installation, continuation, or automation alters the procedure for defining lateness, then the parties shall negotiate the alteration.

9.12 Safety Issues

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

9.12.2 Bargaining unit members reserve the right to protest performing the primary duties and responsibilities of other trades, if such duties and responsibilities present a potential safety hazard. Questions related to performing work before or after the safety issue has been addressed will be handled consistent with NLRB policies on safety-related concerted protected activity disputes.

9.12.3 During the term of this contract, joint labor/management training will be conducted annually for supervisors and shop stewards so as to increase their knowledge of Workers' Compensation and disability subject matter areas.

9.12.4 The Commission retains the right to require that an employee undergo a physical or mental health examination for purposes of fitness for duty or return to work. Unit members scheduled for such examinations for fitness for duty purposes will be provided notice in writing of the reasons for the examination. MCGEO shall not file any grievances contesting the content or adequacy of the notice. Upon employee authorization, the Commission will provide MCGEO with notice of a fitness for duty request.

9.12.4(a) If an employee is required to submit to such an examination, then he or she shall, upon request, have a right to review and copy the complete medical file of the health care provider who performed the examination, except to the extent that state or federal law authorizes a mental health care provider to deny a recipient access to mental health records. The employee shall pay all copying expenses. Other than authorizing the health care provider to share the results of the physical or mental health examination with the Commission, the employee shall not be required to waive any legally recognized right or privilege related to the examination.

9.12.5 Safety Devices

9.12.5(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. Supervisors and employers are

to do everything reasonably necessary to protect their life, health, and safety and that of the public.

9.12.5(b) Employees shall 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. Refusal or failure of an employee to use or wear such devices or equipment as intended and without any alteration, or failure to follow safe practices and operating methods, shall be grounds for appropriate disciplinary action.

9.12.5(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 Risk Management/Safety Manager who shall conduct a timely investigation. Notice shall be provided using the form identified in §9.12.10. Contemporaneous with any such notice, the Union must provide written notification to the appropriate Division Chief responsible for the hazard location describing the perceived hazard. Absent contexts involving imminent risk of death or serious bodily harm, the Division chief must be given at least five (5) business days to address the perceived hazard. Notice to the Risk Management/Safety Manager must be provided in writing and must include a description of the perceived hazard. Within fifteen (15) business days of the Risk Management/Safety Manager completing his or her investigation, the Commission will meet with the Union and provide information regarding the investigation's conclusions.

9.12.6 The Commission agrees to affirmatively consider any health and safety concerns that arise from the implementation of new equipment.

9.12.7 The Commission will consider the health and safety of its employees, weather factors, availability of its resources and peak seasonal requirements when assigning the number of employees to the trash compacting vehicles. If the Union believes that staffing patterns of the packers pose a safety hazard to Bargaining Unit Members, it may file a grievance in accordance with Article 12 of the Agreement.

9.12.8 Biohazard containers shall be provided to maintenance crews for the disposal of hypodermic needles. Management shall continue to provide bloodborne pathogen training on the handling of biohazards.

9.12.9 Management will provide emergency communication devices to employees working on the Midnight Shift. In addition, a pool of emergency communication devices will be created for other employees who are required to work in the field as part of their regular job duties and who do not have access to existing communication systems or Agency facilities with communication systems. The pool of such devices shall be forty (40) in each County. These communication devices shall only be used for emergency purposes. Employees will sign out the devices at the beginning of their shift and will return

at the end of their shift. If a device is lost or damaged, the employee shall be responsible for the cost of replacement.

9.12.10 Facilities and Equipment Hazards Form – Pursuant to §9.12.5, management shall create a safety reporting form to be utilized by MCGEO and its members to advise the Commission's managers and the Risk Management and Safety Office about safety concerns involving Commission facilities and equipment.

9.13 Video Display Terminal Safety

Any issues related to safety concerns involving the use of video display terminals will be addressed by the Labor Management Relations Committee established under Article 31 of the Agreement.

9.14 Climate Control

The Commission agrees that it shall order all new vans, cars and trucks purchased for use by bargaining unit members with climate control. The Commission further agrees that when it purchases new heavy equipment including but not limited to Gradalls, Dozers, Graders, Loaders, and Cranes, it will assess the anticipated application of the individual machines. If the anticipated application will be year-round and will predominantly involve continuous operation throughout the day, then the Commission will order the machine with climate control; i.e., heat and air conditioning, provided climate control is available from the manufacturer and does not increase the total cost of the machine by more than eight (8%) percent.

9.15 Job Assignments

If the Union believes that an employee is being worked outside his or her job classification and that there is no operational need requiring the assignment, the Union reserves the right to file a grievance. Absent actions that evidence negligence or intentional misconduct, Bargaining Unit Members will not be held accountable in performance evaluations or be disciplined for duties and responsibilities outside their class specifications.

9.16 Dispatcher Chairs

Dispatchers shall be provided with the cleaning products to permit them to clean their chairs as frequently as they consider necessary.

9.17 Recreational Facilities

Bargaining unit members are permitted to use Commission Aquatic and Fitness Room facilities free of charge during Management designated hours and employees cannot

interfere with public use. Employees who work in Montgomery County will have access to facilities in Prince George's County. Employees on annual leave can use Commission fitness facilities in both Counties, other than the Park Police facilities, outside of the hours designated by Management.

9.18 Facility Closings

On rare occasions, an M-NCPPC facility is closed due to a breakdown in equipment, power failure, or other adverse situation. In all such instances, the Executive Director or designee shall make the decision as to whether a facility is closed as well as whether the closure of that facility necessitates the closing of other M-NCPPC facilities.

When such a closure occurs, employees with two (2) hours or less left in their scheduled work day will be granted up to two (2) hours administrative leave. Employees with more than two (2) hours left in their scheduled work day will be permitted to use annual leave in lieu of working the rest of their shift. Employees who elect to work the balance of their shift will be reassigned to a different work site. Absent contrary staffing concerns, M-NCPPC will attempt to reassign employees to the sites requested by the employees. If alternate placement is not available, the employee shall receive administrative leave for all regularly scheduled work hours during the period that the facility is inoperable and alternate placement is not available.

Employees in essential operations shall work on a day when operations are officially closed, unless advised by Management to the contrary. When M-NCPPC knows that a facility is closed prior to the start of the normal work day, the Agency will make a good faith effort to notify employees to report to another location or request annual leave.

When an entire Commission office facility experiences for a period of two consecutive hours 1) a full loss of water, 2) a full loss of electricity, 3) internal winter temperatures below sixty-two degrees, or 4) internal summer temperatures above eighty-two (82) degrees, then affected, non-essential employees will be permitted to move to another Commission facility. If it is not possible for an employee to move to another Commission facility, then the employee shall be given administrative leave for the balance of the workday.

9.19 Desktop Cleaning Products

Management agrees to provide employees with a choice of either a sanitizer pump or wipes to be used at their workstation.

9.20 OSHA Reports

Management agrees to furnish to the Union annually (a) a copy of OSHA Form 300, Log of Work-Related Injuries and Illnesses, with the names or other personal identification

information of the employees deleted, and (b) a copy of OSHA form 300A, Summary of Work-Related Injuries and Illnesses. These forms combine work related injuries sustained by bargaining and non-bargaining unit employees.

9.21 Biological Attacks

In a case where the M-NCPPC determines that a Bargaining Unit Member has been exposed to a suspected biological or chemical attack within M-NCPPC worksites, the Agency shall offer tests for Bargaining Unit Members within the affected work areas at no cost to the Bargaining Unit Members.

9.22 Automation-Related Elimination of Positions

In the event automation or automation-related change eliminates any occupied positions within the Bargaining Unit, M-NCPPC shall make reasonable efforts to place the employee in a vacant position for which he or she is then qualified. Reasonable efforts do not include the creation of a new position and do not preclude a termination if placement in a vacant position is not possible within sixty (60) days of the elimination of the occupied position. Placement in an existing vacant position shall not result in an increase in compensation and shall not result in a new salary that exceeds the pay range of the new grade.

9.23 Global Positioning Systems

M-NCPPC shall retain the right to utilize GPS systems in M-NCPPC vehicles and equipment. Location information obtained during the routine use of the system can be used in a disciplinary matter only when it can be demonstrated that an employee is outside of his/her assigned area for reasons other than meal breaks, emergency situations, authorized Union activities and/or traffic reasons. During the term of this Agreement, MCGEO and M-NCPPC shall meet to review any issues related to perceived inaccuracies in M-NCPPC's GPS system.

9.24 Personal Property

M-NCPPC employees are permitted to bring personal property into their work stations. M-NCPPC Management retains the right to require employees to remove items of personal property when the presence of the item violates an existing M-NCPPC Merit Rule, Practice, or Procedure, creates a workplace safety concern, or is interfering with the normal operation of M-NCPPC business. M-NCPPC employees are fully responsible for all personal property brought into the workplace. M-NCPPC shall not be responsible for the theft, damage or destruction of any personal property brought into the workplace.

9.25 Video Monitoring

M-NCPPC's existing security cameras, and tapes obtained from those cameras, shall not be used for the routine surveillance of M-NCPPC employees. Information obtained during the routine use of those systems can, however, be used in a disciplinary action as evidence of employee misconduct.

9.26 Housing

If the Commission determines that the Agency should eliminate its current practice of permitting employee rental of Park property, The Commission shall notify the Union. The Union shall have the opportunity to demand bargaining over the effect of the Agency decision.

9.27 Cell Phones

Employees in the following classifications who work independently shall be assigned a cell phone: 1) Trades employees in a senior position, 2) heavy equipment operators, and 3) operators of large mowers. Otherwise, Management shall give priority consideration to those employees who primarily work independently. Issues related to not receiving a cell phone can be addressed through the Pilot Communications Program. Those who are provided with such a phone will not be permitted to use the phone for personal matters and shall be required to answer the phone during scheduled work hours. Except in overtime contexts or urgent matters, employees will not be contacted by Management on their personal cell phones. Employees designated to receive a Commission cell phone may apply to use their personal cell phone, consistent with Commission Practice 6-13 and Administrative Practice 12-01, in lieu of the Commission cell phone and receive the current monthly stipend provided by the Commission for such use.

9.28 Park Police Investigations

The Commission and MCGEO agree that, because the Commission's Park Police are called upon from time-to-time to conduct criminal investigations involving Commission employees, there is a need to differentiate between such criminal investigations and non-criminal investigations conducted by the Park Police and others. The parties agree that the provisions set forth in Article 32 related to the participation of Union representatives in investigatory meetings do not include participation in any internal, criminal investigations conducted by the Park Police or the Montgomery or Prince George's County Police. If, however, the Park Police or the Montgomery or Prince George's County Police are called upon to conduct a non-criminal investigation that could result in an employee being subject to discipline, then the provisions set forth in Article 32 related to the participation of Union representatives in investigatory meetings are applicable.

9.28(a) If a police investigation is completed and the Commission decides to

investigate further via administrative procedures, the administrative investigation will be treated consistent with Article 32, Section 32.1.1.

9.29 E-Mail Communications

E-mail is an official method of communication at M-NCPPC and employees are expected to check their Commission e-mail on a regular basis to remain informed about Agency-related communications. Employees are expected to ensure that they do not allow their e-mail account to overflow. M-NCPPC is not responsible for communications that are lost due to a lack of e-mail account maintenance by the employee. Management will identify certain designated units where employees have difficulty accessing e-mails. Employees in these designated units will be informed about Agency-related communications through postings placed near facility time clocks. The Commission will offer quarterly training on the e-mail system and account maintenance. In addition, the Commission shall provide Shop Stewards data on their Commission cell phone to enhance e-mail communication.

M-NCPPC owns any communication sent via e-mail or stored on Agency equipment. Management and other authorized staff have the right to access any material in the Commission's Information Technology systems at any time. Information created or stored on the Commission's Information Technology Systems is not private and is subject to access and review by M-NCPPC at any time.

Any e-mail content that discriminates against any protected classification including age, race, color, religion, sex, national origin, marital status, disability, sexual orientation, gender identity, or genetic information is prohibited. Any employee who sends an e-mail that violates this policy will be subject to discipline in accordance with Article 32 of this Agreement.

9.30 Damage Reimbursement

When a represented employee loses or damages Commission property, the employee shall be required to reimburse M-NCPPC for the actual cost of repair or replacement, after any insurance coverage or equipment replacement provision included in the provider contract. The employee shall not be charged when he or she can prove that the loss or damage was not their fault.

On the first occasion, the reimbursement shall be limited to no more than \$400.00. On the second occasion, the reimbursement shall be limited to no more than \$600.00. Thereafter, the employee shall be required to reimburse the Commission its actual cost of the repair or replacement. Under no circumstances will the employee be charged more than the depreciated value of the lost or damaged equipment. The fact that an employee is required to reimburse the Commission does not preclude discipline consistent with Article 32.

Reimbursement shall either be through direct payments or payroll deductions. The employee agrees to execute a written authorization for the deduction. Failure to make payment or provide the written authorization shall result in discipline consistent with Article 32 of the Collective Bargaining Agreement. If the reimbursement exceeds Fifty Dollars (\$50.00), then M-NCPPC shall spread the deductions over time to ensure that no single deduction exceeds Fifty Dollars (\$50.00). If the employee separates from M-NCPPC, for any reason, M-NCPPC shall have the right to deduct any remaining balance from the employee's final paycheck. This damage reimbursement shall not be interpreted as discipline.

Article 10 REASONABLE ACCOMMODATION

10.1 To establish the policies for the following: (a) reasonable accommodation available to bargaining unit members and qualified applicants with disabilities in accordance with Federal State and Commission law, regulations and guidelines; (b) reassignment for bargaining unit members in accordance with the Americans with Disabilities Act, the Commission's Affirmative Action Plan for people with disabilities and Personnel Regulations; and/or (c) the initial optional processing of benefits under long term disability.

10.2 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.

10.3 Physical or Mental Impairment

Any physiological disorder, condition, disfigurement, or anatomical loss, or any mental or psychological disorder.

10.4 Priority Consideration

Refers to the right of all qualified bargaining unit members with disabilities in need of reassignment to be considered for vacancies at or below the grade they hold. The bargaining unit member would be considered for vacancies for periods of ninety (90) days from the date the bargaining member requires reassignment either because of inability to perform current job duties or because of a return from disability leave related to the injury or illness. Such bargaining unit members who apply for any vacancy within the unit at or below their grade level will be placed on a special eligibility list for that position. Appointing authorities must make appointments from special eligibility lists in lieu of filling vacancies

in the unit by any other means. Bargaining unit members will be entitled to priority consideration for vacancies in the same department to which they are assigned.

10.5 Qualified Applicant

An individual who is currently qualified by experience, education and/or training to be a candidate for an available position with the Commission.

10.6 Reassignment

Placement of a bargaining unit member with a disability in a different vacant position for which the bargaining unit member is qualified and can perform the essential functions of the new position.

10.7 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:

10.7.1 to ensure equal opportunity in the application process;

10.7.2 to enable a qualified individual with a disability to perform the essential functions of a job; and

10.7.3 to enable a bargaining unit member with a disability to enjoy equal benefits and privileges of employment.

10.8 Special Eligibility List

An eligibility list which sets forth bargaining unit members who will receive priority consideration for a vacancy as defined in Section 10.4.

10.9 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:

10.9.1 unduly costly;

10.9.2 extensive;

10.9.3 substantial;

10.9.4 disruptive; or

10.9.5 that would fundamentally alter the nature or operation of the business.

10.10 The Commission 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.

10.11 The Commission will take reasonable measures to assure that applicants with disabilities receive a fair opportunity to qualify and compete for available positions.

10.12 The interests of the Commission and its bargaining unit members are benefited by making every effort, consistent with the requirement of the ADA, to retain in active employment any bargaining unit member who is or becomes disabled.

10.13 The Commission will make reasonable efforts, through job restructuring and/or reassignment, to accommodate a bargaining unit member who has a disability that prevents him/her from performing the essential functions of his/her position with or without reasonable accommodation.

10.14 Reasonable accommodation does not require light duty; however, if light duty is offered as a reasonable accommodation, it must not exceed six months unless specifically approved by the Department Head. If a long-term placement evolves, normal transfer/promotion procedures will be utilized. It is agreed that individuals experiencing medical issues related to pregnancy can meet the definition of an individual with a disability and, thus, be entitled to consideration for light duty as a reasonable accommodation.

10.15 Every effort will be made to involve the individual with a disability in identifying and implementing reasonable accommodation for that bargaining unit member.

10.16 When a bargaining unit member 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, the bargaining unit member should contact the Health & Benefits Office to initiate a Long Term Disability application.

10.17 Bargaining unit members shall

10.17.1 Advise their department as soon as it is apparent that temporary or permanent accommodation may be required.

10.17.2 Provide medical documentation as requested by the department and/or Human Resources Director (Human Resources Division) as to current and future work capabilities.

10.17.3 Apply for Long Term Disability (LTD) benefits within sixty (60) days of the beginning of a disability.

Article 11 LIGHT DUTY

11.1 This section covers light duty status for bargaining unit members who are unable to perform full duty because of illness or injury. Requests for light duty positions shall be directed to the appropriate Department Head or designee. Such request shall be granted if the following conditions are met:

11.1.1 A light duty position is available in the applicable Department either because of vacancy or leave status of the incumbent employee. The M-NCPPC shall not be required to create a light duty position if one is not available;

11.1.2 The bargaining unit member requesting the light duty possesses the necessary skills to perform the job; and

11.1.3 The period of incapacitation is expected to be six (6) months or less.

11.2 A bargaining unit member requesting light duty must submit a written request to the appropriate Department Director or designee. The bargaining unit member will also provide certification from his/her physician that the bargaining unit member is unable to perform the full range of regular duties and is capable of performing on a light duty status. The medical certification will include a diagnosis, prognosis, summary of functional limitations, and length of time during which the employee will require light duty status. This medical certification will be submitted to the Health & Benefits Office. The Office will not share the medical records with managers or supervisors but will provide management with information regarding the length of the light duty status and which duties can and cannot be pursued. The Department Director or designee shall respond to requests for light duty within ten (10) business days, or less, after receipt providing that the request includes the necessary medical certification. If the certification is not included, the ten (10) business day time limit does not begin until the certification is received. If the ten (10) business day deadline is not met, MCGEO shall contact the Commission's Human Resources Director who will schedule a meeting with the Department Director or designee. This meeting must take place within the next six (6) business days. If the meeting results in a decision to try to place the bargaining unit member in a light duty status, then he or she shall be placed in that position within thirteen (13) business days, provided that the bargaining unit member is deemed qualified for the position.

11.3 Priority for filling a light duty position will be based on the date of receipt of the written request described above.

11.4 No bargaining unit member shall hold a light duty position for longer than six (6) months.

11.5 The parties hereby incorporate by reference the Commission's "Return To Work Program" guidelines of September 1995. The parties agree that any and all disputes under the Return To Work Program guidelines shall be addressed through the grievance/arbitration procedures of the Collective Bargaining Agreement and not the Merit System.

11.5.1 The parties further agree that if there is a dispute between the Commission's medical examiner and the employee's treating physician as the employee's fitness for duty, then the dispute shall be resolved by an independent medical examination (IME) to be conducted, at the Commission's expense, by a physician mutually agreed upon by the Commission and the employee. The parties shall agree upon the physician within five (5) working days of the Commission's learning of the treating physician's position. The examination shall be conducted within fifteen (15) working days of the selection of the physician. The decision of the IME is binding upon the parties.

11.6 Nothing in this Article 11 prevents Management from assigning light duty, regardless of whether the employee has made a request, consistent with the standards set by the ADA, the FMLA, and the Maryland Workers' Compensation Commission.

11.7 Should an employees' treating physician dispute in writing whether the employee's medical condition prevents him or her from being able to perform on a light duty status, said dispute shall be resolved by an independent medical examination (IME) to be conducted, at the Commission's expense, by a physician mutually agreed upon by the Commission and the employee. The parties shall agree upon the physician within five (5) working days of the Commission learning of the treating physician's position. The examination shall be conducted within fifteen (15) working days of the selection of the physician. The decision of the IME is binding upon the parties.

11.8 Whenever a light duty assignment involves a Park Police Communications Technician, the schedule change rules of Article 13 shall not apply to the situation.

Article 12 GRIEVANCE AND ARBITRATION PROCEDURE

12.1 Merit Rules and Practices

The employees covered by this Agreement shall be covered by the Commission's Merit System Rules and Regulations and Commission practices that were in effect on the date this Agreement was ratified in 2012. Since 2012, the Commission has made changes to its Merit System Rules and Regulations, as well as its Practices and Procedures. Attached hereto as Exhibit F is a list of the changes introduced since 2012 that MCGEO has adopted. Such rules, regulations, and practices shall be considered a part of this Agreement and shall remain in effect, as written, for the life of this Agreement. If any

portion of the rules, regulations, or practices is inconsistent with specific language in this Agreement, the language of the Agreement shall prevail. All grievances pending as of the date this Agreement is ratified shall continue to be processed under the procedure established by the rules, regulations and practices. All past written agreements, decisions of the Executive Director, or Merit System Board under the Merit System Rules and Regulations or Commission Practices shall be persuasive authority, unless inconsistent with this Agreement. Court decisions under the Merit System Rules and Regulations or Commission Practices shall be controlling, unless inconsistent with this Agreement.

12.2 Grievance and Arbitration Procedure

12.2.1 Definition - A grievance is defined as a dispute concerning:

12.2.1(a) The application or interpretation of the terms of this Agreement;

12.2.1(b) An alleged violation, misinterpretation, or misapplication of those Commission rules and regulations that effect terms and conditions of employment, as well as the affects of the exercise of any right included within the statutory management rights clause; or

12.2.1(c) An alleged violation, misinterpretation, or misapplication of those rules, regulations, or practices of the M-NCPPC that are in effect on the effective date of this Agreement including an alleged violation, misinterpretation, or misapplication which arises as a result of the affects of the exercise of any right included within the statutory management rights clause.

12.2.2 Exclusive Procedure

With respect to all matters defined in Section 12.2.1 as a "grievance," all topics identified by statute as subjects of bargaining, including the effect of the exercise of the Commission's management rights and responsibilities, as set forth in the statute, the provisions of this grievance procedure shall be the only grievance procedure applicable to the employees covered by the Agreement. As to these areas, employees covered by this Agreement shall no longer have access to the Merit System Board. Bargaining unit members may only present a grievance through the Union. Nothing in this procedure should be interpreted to preclude or discourage bargaining unit members from discussing any problem with their immediate supervisor.

12.2.3 Grievance Procedure

Grievances shall be presented and adjusted in the following manner:

12.2.3(a) Step 1: A written grievance must be presented to the immediate supervisor and the division chief by the Union within thirty (30) days from the date when the bargaining unit member knew or should have known of the event giving rise

to the grievance. Grievances should state with specificity both the contractual provisions that were violated and the facts which support each asserted violation. Step 1 grievances which lack sufficient detail will be accepted by the Commission for the purpose of timeliness but may be remanded to the Union for additional clarification. Step 1 grievances that include the statement "The Union grieves all other applicable articles" or some similar catch-all statement will be accepted by the Commission for the purpose of timeliness but will be returned to the Union for removal of the phrase and the incorporation of detail consistent with the terms of this section. The division chief shall provide a written response within thirty (30) 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. The appeal to Step 2 must be in writing and submitted within thirty (30) days of the receipt of the supervisor's written response or the deadline for receipt of that response.

12.2.3(b) Step 2: Upon receipt of a written appeal from Step 1, the department head or designated representative responsible for resolution shall provide a written response within thirty (30) 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. The appeal to Step 3 must be in writing and submitted within thirty (30) days of the receipt of the department head's written response or the deadline for receipt of that response. Any appeal to Step 3 should attempt to set forth, in narrative form, a detailed explanation both of why the Union believes that actions violated the existing Collective Bargaining Agreement or Merit Rules as well as why the Department Head's written response at Step 2 fails to properly address the dispute. Failure to set forth sufficient detail at the Step 3 appeal will result in the Commission's accepting Step 3 for the purpose of timeliness but may be remanded to the Union for additional clarification.

12.2.3(c) Step 3: Written appeals from Step 2 cannot expand the list of asserted contractual or Merit Rule violations beyond those set forth in the Step 2 written appeal unless they are matters which were not known prior to Step 3. If such a matter is raised in Step 3, then the Executive Director or designee shall have the authority to remand the matter back to Step 2 for further review. The Executive Director or designee shall provide a written response to the grievance within thirty (30) days of the meeting or within thirty (30) days of the receipt of the written appeal if no meeting is held. If the grievance is not settled in accordance with the foregoing procedure, the Union or the Commission may seek arbitration under section 12.2.4.

12.2.3(d) Whenever a Step 1 or a Step 3 grievance is remanded for clarification, the Union shall have thirty (30) days to revise and return the grievance. The period from when the grievance is remanded to when the revised grievance is returned to the Commission shall not count towards any deadlines otherwise set by the grievance/arbitration procedure.

12.2.3(e) When a request for documents or information is made pursuant to a pending grievance, the request shall be submitted no later than fifteen (15)

days from the date when the grievance is presented at Step 1. When a timely request for documents or information has been submitted, the M-NCPPC shall have fifteen (15) days from receipt of a request to submit a written response. A request shall be limited to seeking documents and information relevant to the grievance for a period of no more than two (2) years prior to the date of the filing of the grievance.

12.2.4 Arbitration - Either party may request arbitration by giving the other side written notice within forty-five (45) days after receipt of the answer at Step 3 or the date the answer was due. The arbitration proceeding shall be conducted by an arbitrator selected by the M-NCPPC and the Union. The parties will develop a list of seven (7) mutually agreed upon arbitrators. Matters referred to arbitration/mediation in accordance with the various sections of this Agreement shall be rotated among the arbitrators on the list.

If an arbitrator cannot hear the matter within sixty (60) calendar days of being contacted, then the parties shall move to the next arbitrator on the list, unless otherwise mutually agreed to by the parties.

The party requesting arbitration shall contact the selected arbitrator and coordinate the selection of a mutually convenient date for the arbitration. Absent mutual consent of the parties, no postponements of the arbitration shall be entertained after a mutually convenient date has been selected. If either party unilaterally cancels a scheduled arbitration date without obtaining the consent of the other party, then the arbitrator shall not award damages for the period between the selected date for the hearing and the date upon which the hearing actually takes place.

Once a mutually convenient date has been set with the selected arbitrator, the parties shall provide the arbitrator with a copy of the relevant collective bargaining agreement, the collective bargaining law, the grievance, and the Executive Director's response to the grievance.

No later than seven (7) calendar days before the date of the scheduled arbitration, the parties shall either meet or conduct a conference call to make a good faith effort to identify issues, develop factual stipulations, and identify joint exhibits.

12.2.5 Arbitration Procedure - The arbitrator shall hold a hearing on the grievance. Unless the arbitrator believes and determines that the filing of briefs is necessary to a fair and timely consideration of the grievance, neither party shall have the right to file a brief. Either party may request the arbitrator to determine whether the above standard has been met and to authorize the filing of briefs. The arbitrator must submit a written opinion regarding the grievance within thirty (30) days after either the hearing or submission of briefs. Each party shall pay its own costs related to the arbitration. The costs of arbitration shall be borne equally by the parties.

12.2.6 Powers of Arbitrator - The arbitrator shall have no authority to amend, add to, or subtract from the provisions of this Agreement. The arbitrator shall make such award as he or she determines is proper under this Agreement. The arbitrator's decision shall be final and binding on all parties. However, the parties agree that the Maryland Arbitration Act shall both be applicable. Arbitrators' decisions shall be subject to appeal consistent with the provisions and procedures contained in the Act.

Arbitrators shall be encouraged to assist the parties in resolving grievances. To that end, each side shall provide the arbitrator with a written summary of their position no later than five (5) business days prior to the first day of the arbitration. This summary shall be no longer than three (3) pages and, among other things, shall inform the arbitrator of the status of any prior settlement negotiations, the parties' last offer of settlement, and any change in that last offer which the party would be willing to consider to resolve the matter. On the first day of the arbitration, the arbitrator shall set aside the first hour of the scheduled hearing to attempt to reach a resolution. Absent substantial progress and a determination by the arbitrator that a resolution is likely, efforts at settlement shall not continue past the first hour of the hearing.

12.2.7 General Provisions

12.2.7(a) If a grievance arises from the action of an authority higher than the bargaining unit member's immediate supervisor, such grievance may be initiated at the appropriate Step of this grievance procedure. In such instances, the Union's grievance shall state in writing the Step that is considered the appropriate Step of the grievance procedure. A grievance resulting from a disciplinary action in which there has been a loss of pay or a dismissal may be moved immediately to Step 3 of the grievance process.

12.2.7(b) All parties shall have the right, at their own expense, to legal and/or stenographic assistance at all hearings.

12.2.7(c) The fact that a grievance is raised by a bargaining unit member shall not be recorded in the bargaining unit member's personnel file or in any file or record utilized in the promotion process; nor shall such fact be used in any recommendations for job placement, nor shall any bargaining unit member be placed in jeopardy or be subject to reprisal or discrimination for having followed this grievance procedure.

12.2.8 Time Limits - Time limits for the processing of grievances are intended to expedite grievance handling and may be extended upon mutual agreement, but if not so extended, they must be strictly observed. If the matter in dispute is not resolved within the time period provided in any Step, the next Step may then be invoked. The Union shall not be permitted to delay advancing a grievance to the next level by more than thirty (30) days from the date that management's response was due, absent mutual agreement between the parties.

12.2.9 Days Defined - The term "days" as used in this grievance procedure shall mean calendar days, except that deadlines that fall on Saturdays, Sundays, or Holidays shall be extended to the next business day.

12.2.10 Non-discrimination - When a bargaining unit member has a dispute which involves alleged discrimination regarding his or her employment there shall be no right to pursue a grievance under the Collective Bargaining Agreement unless the following conditions are met:

12.2.10(a) The bargaining unit member confirms in writing that he or she has not filed any administrative or judicial charge or complaint with any Federal, State, or Local anti-discrimination agency, or any State or Federal Court regarding in whole or in part the same subject matter; and

12.2.10(b) The bargaining unit member signs a waiver of his or her right to pursue an administrative or judicial complaint.

12.2.10(c) If the parties later learn that an administrative or judicial charge or complaint nevertheless has been filed, the Union must withdraw the grievance with prejudice. Regardless of the option selected, bargaining unit members shall not have access to the Commission's internal EEO/AA plan grievance procedures.

12.3 Mediation

The parties recognize that it is in their mutual interest to attempt to resolve disputes as quickly and as early as possible. To that end, the parties have agreed upon the use of mediation in certain contexts.

12.3.1 Discipline Involving Loss of Pay or Leave - Whenever a bargaining unit member receives notice of intent to impose discipline that is above the level of oral or written reprimand, the parties can, upon mutual agreement, submit the issue to alternative dispute resolution ("ADR"). MCGEO shall first submit a timely Step One Grievance to preserve the issue. Thereafter, a three-member panel shall be selected to review the facts surrounding the intended discipline. Up to two Standing Committees (with alternates) to review proposed discipline may be established. The Panel will include one management representative from a department not directly involved in the dispute, one MCGEO representative, and one representative from the Commission's Human Resources Division.

12.3.1(a) At a mutually agreed-upon date, no later than fifteen (15) business days after the matter is submitted to ADR, the Panel will meet to review the facts of the case. Both sides will have the opportunity to present their position to the Panel. The two sides shall alternate in terms of who presents their position first to the panel.

Thereafter, the Panel will make a recommendation as to whether the proposed discipline should be modified and, if so, shall present the recommended modification.

12.3.1(b) If either party does not accept the Panel's recommendation, then they may request arbitration by giving the other side written notice within forty-five (45) calendar days after the Panel's recommendation. All other procedures related to arbitration shall be governed by Section 12.2.4 through 12.2.9 of the Collective Bargaining Agreement.

12.3.2 Contract Dispute Mediation - If the parties have a disagreement involving an alleged violation, misinterpretation, or misapplication of the Collective Bargaining Agreement or the Commission Rules and Regulations, then they shall have the ability, by mutual agreement, to submit the dispute to mediation. MCGEO shall file a timely grievance to preserve the issue. The parties shall select the next available person from the previously agreed-upon list of mediators. All costs related to mediation shall be shared evenly by the Commission and MCGEO.

12.3.2(a) Within thirty (30) business days of selecting the mediator, the parties shall meet with the mediator to try and resolve the dispute. If mediation is not successful, then the parties may request arbitration in accordance with 12.2.4 through 12.2.9 within thirty (30) days from the mediation.

12.3.2(b) The list of mediators shall include no fewer than ten (10) individuals agreed upon by both parties. The list shall remain in effect for one (1) contract year. At the end of the contract year, each party shall have the option of striking up to two (2) individuals from the list. The parties shall agree upon replacements to be added to the list if any strikes occur. The order of the list shall be randomly selected, and mediators shall be chosen from the list sequentially. If the next mediator is not available to hear the matter within the thirty (30) business day period, then the parties shall move to the next person on the list.

12.3.3 Other Matters - Whenever there is a grievable issue involving discipline that does not involve a current or future loss of pay or another matter falling outside Sections 1 or 2, then the dispute may, by mutual agreement, be submitted to mediation under the existing Employee Alternative Dispute Resolution System ("EADR"). The employee and immediate supervisor, or other person involved in the matter, shall meet directly with the selected mediator. Neither MCGEO nor the Commission shall have representatives at the meeting. This mediation process shall begin no later than five (5) business days after the parties mutually agree to use EADR. Mediation shall be concluded no later than fifteen (15) business days following submission of the issue to EADR. If the parties are unable to come to an agreement, then MCGEO shall have thirty (30) calendar days from the close of mediation to file a Step One Grievance, if the issue is a grievable matter.

12.4 A unit member shall not be subjected to restraint, interference, coercion, discrimination, reprisal, harassment, or retaliation as a result of his or her exercising rights that exist under this Article. The Union may file a grievance if it perceives that an employee has been subjected to such conduct.

Article 13
WORK SCHEDULES, WORK DAY, AND WORK WEEK

13.1 The normal work day for full-time Commission bargaining unit members is not less than eight (8) hours nor more than ten (10) hours except where otherwise agreed under the terms of Section 9.7 of this Agreement. The normal work week for full-time bargaining unit members is forty (40) hours (excluding all meal periods), Sunday through Saturday. Except in emergency contexts as defined by Article 5.7, two (2) consecutive days off shall be granted to bargaining unit members. The Executive Director or designee may authorize meal periods which shall not be less than thirty (30) minutes and not more than forty-five (45) minutes for employees in the Service/Labor and Trades Bargaining Units and not less than thirty (30) and not more than sixty (60) minutes for employees in the Office Bargaining Unit. Meal periods must not be included in any computations to determine the amount of compensation or compensatory leave due a bargaining unit member for overtime work. Bargaining unit members who work the day shift shall take their meal periods between 11:00 a.m. and 2 p.m. All employees working either the evening or midnight shift shall take their meal periods between the third and fifth hour of work during their respective shift. The park police communication technician meal period shall be scheduled between the third and sixth hour of the respective shift.

13.2 Bargaining unit members shall receive two (2) ten (10) minute breaks during the course of a regularly scheduled workday, exclusive of any meal period. The first break shall take place at the approximate midpoint in the first half of the work day. The second break shall take place at the approximate midpoint of the second half of the work day. With advance supervisory approval, breaks may be taken at other points during the work day.

13.2.1 Managers will ensure that employees who need to clean up due to application of chemicals and pesticides or contract with hazardous materials shall have time to clean up during the work day. This cleanup time will be separate from any other work day breaks.

13.3 With respect to Trades and Office Bargaining Unit members, flexibility shall be allowed in the taking of meal periods and breaks to coincide with the bargaining unit member's assigned duties on a particular day. Prior to any meal period or break being taken outside the parameters set in Section 13.1 and 13.2, the employee shall request and receive advance approval from his or her supervisor. Requests for such adjustments shall not be unreasonably denied.

13.4 The schedules for park police communication technicians covered by this Agreement shall be posted at least thirty (30) days in advance. The scheduled work day for full time park police communication technicians shall be no less than eight (8) hours long. A part-time career employee may work less than an eight (8) hour day. There shall be a minimum of eight (8) hours between the scheduled time a park police communication technician's shift ends and the scheduled time when the park police communication technician is to return to work. Any hours worked during this minimum period shall be paid at the rate of one and one-half (1 ½) times the park police communication technician's regular rate of pay unless a higher rate is otherwise provided by this Agreement (that is, holiday pay or emergency conditions pay). Management reserves the right to make changes in the schedule or transfer a park police communication technician to another shift. When the park police communication technician's schedule is so changed on less than twenty-one (21) days' notice, that park police communication technician shall be entitled to one and one-half (1 ½) times his or her regular rate of pay for all hours worked on this shift. However, no overtime shall be paid for changes in schedules that occur with less than twenty-one (21) days' notice resulting either from Union activities or from an employee request for a schedule change. With prior supervisory approval, a park police communications technician may coordinate a one-day shift exchange with another technician who has agreed to the shift exchange.

13.5 When park police communication technicians covered by this Agreement are required to work during their meal break, they shall be paid for this break consistent with the Fair Labor Standards Act. Meal periods for park police communication technicians assigned to the Midnight Shift shall be set between thirty (30) minutes and sixty (60) minutes duration. This meal period shall be paid, unless the employee is fully relieved of his or her duties during the lunch period.

13.6 If with less than 21 calendar days' notice, the Commission changes the scheduled day off of a Park Police Dispatcher two times in any one calendar month, the dispatcher shall be paid at the rate of one and one-half times the dispatcher's regular rate of pay for any additional days off that the dispatcher is required to work in that same calendar month. However, no overtime shall be paid for changes in schedules that occur on less than 21 days resulting from Union activities pursuant to Section 37. The twenty-one (21) day notice provisions of this Article 13 shall not apply in the case of changes necessitated by light duty reassignments.

13.7 Unless there is a demonstrated operational need, every effort shall be made to provide a minimum of 14 calendar days' notice of an individual schedule change of a bargaining unit member.

13.8 If the Commission adjusts employee work schedules to address its work program needs, then it will attempt to address those needs by first utilizing a voluntary work schedule adjustment program. If the volunteer program does not meet the staffing requirements, then the Commission will utilize a mandatory schedule adjustment program which selects the least senior employees first in the affected work locations/units.

Article 14 ANNUAL LEAVE

14.1 Annual leave is earned paid leave granted to eligible bargaining unit members for vacations and other personal use. All full-time and part-time bargaining unit members are eligible to earn annual leave.

14.2 Full-time bargaining unit members with three (3) or less years of Commission service earn annual leave at the rate of one hundred and twenty (120) hours per leave year. Full-time bargaining unit members with more than three (3) but less than fifteen (15) years of Commission service earn annual leave at the rate of one hundred and sixty (160) hours per leave year. Full-time bargaining unit members with fifteen (15) or more years of Commission service earn annual leave at the rate of two hundred and eight (208) hours per leave year.

14.3 A part-time bargaining unit member with three (3) or less years of Commission service earns a pro rata amount of annual leave by multiplying the number of hours in pay status times .0576. Part-time bargaining unit members with more than three (3) but less than fifteen (15) years of Commission service earn a pro rata amount of annual leave by multiplying the number of hours in pay status times .0769. Part-time bargaining unit members with fifteen (15) or more years of Commission service earn a pro rata amount of annual leave by multiplying the number of hours in pay status times .10.

14.4 Annual leave accrual rate changes are effective the first day of the pay period in which the bargaining unit member completes three (3) or fifteen (15) years of Commission service.

14.5 An employee must obtain written confirmation of their supervisor's, or designee's, approval prior to taking annual leave. Requests for use of annual leave should be submitted in advance. Requests for a leave of five (5) days or more must be submitted at least five (5) business days in advance. Absent operational needs, every effort must be made to give each bargaining unit member the opportunity to use annual leave earned. Supervisors shall approve or deny a request for annual leave within a period of five (5) business days from receipt of the request. Failure to respond within the five (5) business days results in the request being deemed granted, unless the request involves more than two (2) weeks of leave. When an employee's supervisor is on leave, the employee must submit his or her leave request to the next level supervisor authorized to approve leave requests. Whenever operational needs permit, requests for leave to attend to children during school "snow days" (closings, late openings, and early dismissals) should be favorably considered. If on Sick Leave Restriction or when evidence is presented of a pattern of annual leave abuse, requests for unscheduled annual leave may require documentation to support your request.

14.6 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. Bargaining unit members may accumulate annual leave up to a maximum of four hundred and forty (440) hours. Bargaining unit members hired after July 1, 2013 will be permitted to accumulate annual leave up to a maximum of three hundred and twenty-five (325) hours. Bargaining unit members hired after July 1, 2018 will be permitted to accumulate annual leave up to a maximum of two hundred forty (240) hours.

14.7 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 a bargaining unit member's maximum allowable accumulation must be credited to that bargaining unit member's accumulated sick leave. However, if the employer has denied a bargaining unit member 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 six (6) months, even if in excess of the maximum allowable accumulation but must be forfeited to sick leave if not used during that period.

14.8 Upon leaving the Commission service, a bargaining unit member must receive a lump-sum payment, at the bargaining unit member's current rate of pay, for the total accrued annual leave as of the date of separation, less any indebtedness to the Commission. In the event of a bargaining unit member's death, the bargaining unit member's estate or designated beneficiary or beneficiaries, if permissible by law, must be paid for all accrued annual leave, less any indebtedness to the Commission. In order for the accrued annual leave to be paid to a designated beneficiary, the bargaining unit member must have completed an annual leave beneficiary designation form.

14.9 Bargaining unit members must be allowed to use accrued annual leave for any family and medical leave purpose in accordance with Article 44 of this Agreement.

14.10 The Commission will schedule annual leave of bargaining unit members. A bargaining unit member's timely request for annual leave preferences will be honored on a seniority basis. Supervisors shall approve or deny a leave request within five (5) business days from receipt thereof. If there is no response to a request after five (5) business days, then the employee shall be permitted to assume the request is approved. Absent a management deadline, annual leave will be granted on a first come, first serve basis with seniority being a tie breaker. Seniority will not be used to alter the approved vacation plans of less senior bargaining unit members.

14.11 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 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.

14.12 Non-reimbursed hotel reservation costs not to exceed \$100 per occurrence, 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, fails, and submits documentation. Upon submission of a receipt, the employee shall be reimbursed up to seventy-five dollars (\$75.00) for his/her ticket and seventy-five dollars (\$75.00) for each ticket purchased for any immediate family member(s) for the fee charged by the airline to change the reservation on a non-refundable ticket.

Article 15 SICK LEAVE

15.1 Sick leave is earned, paid leave granted to eligible bargaining unit members for periods of absence because of illness, injury, a non-work related disability which incapacitates and prevents a bargaining unit member from performing the duties and responsibilities of his/her assigned position, medical, dental, or optical examinations and treatment, quarantine, or to care for a seriously ill or injured member of the immediate family or for psychological or any temporary disability caused or contributed to by pregnancy, miscarriage or childbirth.

15.2 Parents of a newborn, a newly adopted child, or a child newly placed for foster care may use accrued sick leave amounts in excess of that which is earned in any calendar year when such leave is taken in connection with parental leave as provided for in Article 19 of this Agreement.

15.3 Immediate family is defined in this Article as parent, step-parent, spouse, brother or sister, child or step-child, legal guardian, foster child, grandparent, spouse's and domestic partner' parent or step parent as certified under the Commission's Program. To obtain sick leave for any parent or step parent whether the employee's, spouse's or domestic partner's, that person must be living under the same roof or in an institutionalized environment. The same standard applies to an employee's grandparent. Further, the employee must provide the Commission with the same information on the family member's diagnosis and prognosis that would be provided in conjunction with an FMLA leave of absence.

15.4 A full-time bargaining unit member earns one hundred twenty (120) hours of sick leave per leave year. A part-time bargaining unit member earns a pro rata amount of sick leave based on the number of hours worked multiplied by the value .0576.

15.5 Sick leave may be accumulated without limitation.

15.6 Accrued sick leave may be used for FMLA reasons as stated in Article 44 of this Agreement, if approved, by a bargaining unit member's supervisor.

15.7 Leave Restrictions

Whenever a bargaining unit member is suspected of abusing sick leave or appears to be engaged in a pattern of sick leave use, the Commission has the discretion to impose a sick leave restriction on the employee. Whenever a bargaining unit member is placed on a sick leave restriction, notice shall be given in writing to the bargaining unit member. The notice shall advise the employee of the fact that he or she is being placed on sick leave restriction, the reasons for being placed in that status, and the anticipated period that the restriction shall last. The restriction shall be no longer than 12 months and shall begin on the date the restriction is imposed. A bargaining unit member can be placed on another sick leave restriction if there is a subsequent abuse of sick leave or if another pattern of sick leave use develops. An abuser may form a pattern of leave usage, such as a minimum of six (6) unscheduled and unexplained incidents in a twelve (12) month period. Possible abuse would also include those employees who often call in sick or call in the use of other unscheduled leave at the beginning of the work day, at the end of the work week, the day after paydays, and the days before and after holidays and annual/personal leave days.

15.7.1 Bargaining unit members shall be given the opportunity to respond to the notice. Medical certification from the physician of a bargaining unit member on sick leave restriction shall include the length of time during which the bargaining unit member will require sick leave and any limitations on the bargaining unit member's ability to perform duties.

15.7.2 Bargaining unit members will be provided with documented patterns of sick leave abuse in the written notice.

15.8.1 Employees are expected to speak to their supervisor when they need to communicate that they will not be able to report at the start of the work day. Bargaining Unit Members calling out for any reason shall either communicate directly with their supervisor or designee by phone or text (if the supervisor provides his or her cell phone number) or by e-mail. If the absence exceeds two (2) consecutive workdays, the Bargaining Unit Member shall be required to speak directly with their supervisor or designee. When supervisors are not available for sick leave calls, the bargaining unit member shall be permitted to speak to persons designated by the supervisor to receive such calls. If the supervisor and designees are not available the employee is permitted to leave a message. All calls, texts, or e-mails to supervisors or designated individuals shall be made during the sixty (60) minutes before the start of the bargaining unit member's work day except in cases of unforeseen emergency, and shall identify the type of leave being requested. In the case of Park Police Communication Technicians, calls to their supervisor or designated individual shall also be made no less than thirty (30) minutes prior to the start of the bargaining unit member's work day. If a bargaining unit member

fails to properly report the need for sick leave before the start of the bargaining unit member's work day or fails to report at any time during the bargaining unit member's work day and does not report for work that day, then he/she is considered to be in an absence without leave status. If a bargaining unit member fails to properly report the need for sick leave before the start of the bargaining unit member's work day but does report the need for sick leave during that work day, then the bargaining unit member is considered to be in an absence without leave status until the bargaining unit member calls. After the call, the bargaining unit member will be placed in the appropriate leave status depending upon the circumstances. If the bargaining unit member fails to call or calls in late and then reports to work, then the bargaining unit member may be placed in a leave status if the crew has already left for its assignment or if getting the bargaining unit member to the work site involves more than an insignificant cost or inconvenience.

15.8.2 In the case of Park Police Communication Technicians, calls to their supervisor or designated individual shall also be made no less than thirty (30) minutes prior to the start of the bargaining unit member's work day, except in cases of unforeseen emergency, and shall identify the type of leave being requested.

15.9 Annual leave may also be used for personal illness after expiration of sick leave. Charges against annual leave will be made by the Department of Finance, unless specified to the contrary by the bargaining unit member.

15.10 A career bargaining unit member who leaves the Commission's service and then returns to career status within one hundred eighty (180) calendar days may be credited with the sick leave balance up to a maximum of fifteen (15) days.

15.11 An incumbent of a local government jurisdiction within the boundaries of the Maryland-Washington Regional District shall be eligible to transfer up to a maximum of fifteen (15) days of accumulated, unused sick leave upon appointment to a career position.

15.12 In the case of a serious and chronic or a life threatening circumstance, an eligible bargaining unit member may be advanced unearned paid sick leave upon approval of a department head in an amount not to exceed ten (10) days. Should the bargaining unit member terminate employment prior to earning an advance of sick leave, the unearned balance shall be deducted from the bargaining unit member's final pay check.

15.13 Accumulated sick leave must be forfeited upon separation for any purpose other than retirement. Accumulated sick leave can be credited for retirement purposes as provided in the M-NCPPC retirement system.

15.14 In the event of a bargaining unit member's death resulting from a service-connected accident or illness, the designated beneficiary, beneficiaries or estate, if permissible by law, will receive a lump sum payment equal to 100% of the total value of accrued sick leave at the current rate of pay. Said payment shall be made within sixty (60) days of

either the bargaining unit member's death or the date upon which it is determined that the death was service-connected.

15.15 The designated beneficiary must be specified by the bargaining unit member via the use of a sick leave beneficiary designation form.

Article 16 SICK LEAVE DONOR PROGRAM

16.1 A Sick Leave Donor Program shall be created for bargaining unit members covered by this Agreement in need of sick leave and who have already depleted their own accrued sick leave. Coordination of the sick leave donor program shall be the responsibility of the Union. The Union shall solicit donations from bargaining unit members on behalf of the bargaining unit member in need. Bargaining unit members will be allowed to donate sick leave, annual leave, and personal leave to the bargaining unit member to be used as sick leave. Individual bargaining unit members who volunteer to make a donation will be required to donate a minimum of four (4) hours. When a block of forty (40) hours has been accumulated, the Union shall notify the M-NCPPC and the hours then will be transferred to the bargaining unit member in question. The member or union representative must use the most current form supplied by the Health & Benefits Office to solicit leave donations.

16.2 Any Bargaining unit member covered by this Agreement who leaves employment with the M-NCPPC may donate up to eighty (80) hours of accrued sick leave to the Union Sick Leave Donor Program. Such donations must be in writing and shall be solicited by the Union, not the Commission. The Union shall provide the Commission with a copy of the written donation no later than thirty (30) days after the bargaining unit member leaves the Commission.

16.3 As an alternative to the Sick Leave Donor Program, a bargaining unit member may participate in the M-NCPPC Sick Leave Bank.

16.4 Bargaining unit members shall choose during each annual open enrollment period whether they desire to participate in the Sick Leave Donor Program or the Sick Leave Bank for the following calendar year. Once such designation is made, the bargaining unit member must remain in the selected program for the entire calendar year.

16.5 Upon the effective date of this Agreement, bargaining unit members not currently enrolled in the M-NCPPC Sick Leave Bank will be automatically eligible to participate in the Sick Leave Donor Program. However, bargaining unit members not currently enrolled in the Sick Leave Bank will not be permitted to enroll in the M-NCPPC Sick Leave Bank until the next open enrollment.

16.6 Bargaining unit members may not simultaneously participate in both the Donor Program and the Leave Bank. Bargaining unit members utilizing leave under either the Donor Program or the Leave Bank, or currently applying for leave in either, shall not be entitled to opt from the Donor Program into the Leave Bank, or vice versa.

16.7 The Donor Program shall be permitted to approach bargaining unit member participants in the Leave Bank and seek a single donation on behalf of a Donor Program participant who needs additional leave time to cover a gap period prior to LTD coverage becoming effective. Similarly, if management agrees that a bargaining unit member in the Donor Program is eligible for light duty or needs a reasonable accommodation, then the Commission will permit the Donor Program to approach bargaining unit member participants in the Leave Bank and seek a single donation on behalf of a Donor Program participant who needs additional leave time to cover a gap period prior to being placed in light duty or in a reasonable accommodation position. No Leave Bank participant can be approached more than one time per year, and the requested donation shall not exceed twelve (12) hours of leave.

16.8 Upon obtaining Merit System status, any new bargaining unit member will be permitted to contribute eight (8) hours of leave if full-time or four (4) hours if part-time to the Commission's Sick Leave Bank in order to become a participant in the Leave Bank. The required hours contribution may change from one year to the next depending on the status of the bank balance.

16.9 Bargaining unit members who participate either in the Sick Leave Donor Program or the Sick Leave Bank shall be permitted to use up to eighty (80) hours of sick leave per calendar year to care for a seriously ill or injured member of their immediate family or domestic partner.

Article 17 LEAVE WITHOUT PAY

17.1 Leave without pay is an approved absence during which time the bargaining unit member is in a non-pay status. Bargaining unit members must be allowed to use leave without pay consistent with the FMLA, Parental, Military, or Political Leave.

17.2 Application for leave without pay must:

17.2.1 be submitted in writing thirty (30) days in advance unless the reason for the leave constitutes an unforeseen serious health condition under the FMLA; and

17.2.2 show the bargaining unit member's reason for requesting the leave.

17.3 In emergency situations leave without pay may be granted by the Department Head or other designated official without prior application. Leave without pay may be granted for a period not to exceed one (1) year.

17.4 In grants exceeding twelve (12) weeks in any calendar year, the Department Head may require the bargaining unit member to waive reinstatement rights and privileges to the position vacated, consistent with the FMLA, parental, military, or political leave.

17.4.1 When an employee waives the right to be reinstated to the employee's position:

17.4.1(a) the employee may apply for other positions;

17.4.1(b) the Department Head may fill the employee's position; and

17.4.1(c) the Department Head must terminate the employment of the employee after the leave without pay ends unless the employee resigns or is appointed to another position.

17.4.1(d) If an employee is released to return to employment prior to the date when the Department Head must terminate employment per Section 17.4.1(c), then the employee will be provided with priority consideration for any position within the bargaining units represented by MCGEO, at their grade or below, within the department that the employee left, for which they are qualified for a period of ninety (90) days. If the employee has not been placed in a position by the end of that ninety (90) day period, then the Department Head must terminate the employee's employment with the Commission.

17.5 If a bargaining unit member is granted a leave without pay for a period in excess of four (4) consecutive weeks, the date the bargaining unit member would have been eligible for a higher leave accrual rate must be deferred and reassigned to a later date. The length of time the date is deferred must be equal to the period of time the bargaining unit member was on approved leave without pay.

17.6 Under the Commission's retirement system, service credit for retirement purposes will be affected by periods of leave without pay. Bargaining unit members should consult the Retirement office for guidance.

17.7 Coverage of health insurance and payment of premiums may be impacted by leave without pay. Bargaining unit members should consult the Health & Benefits office for guidance.

17.8 While the General Assembly is in session, any Bargaining Unit Member who is a member of the General Assembly shall be permitted a leave of absence from the Commission and, except for a right to salary or wages, shall not be deprived of any incident

of employment including tenure, seniority, annual or sick leave, promotional rights, or the right to salary increments.

17.9 The Commission will permit a leave without pay for up to twelve (12) weeks when an employee, who is unable to perform the essential functions of his or her position due to a disability, is scheduled for surgery or treatment and the medical evidence suggests that they surgery or treatment has a high probability of permitting the employee to resume performing the essential functions of his or her position, with or without reasonable accommodation. Such a leave shall not extend the employee's total time in a leave without pay status beyond twelve (12) months.

Article 18 WORKERS' COMPENSATION DISABILITY LEAVE

18.1 Workers' Compensation Disability Leave is paid leave granted to a bargaining unit member who is unable to perform his/her normal duties as a result of an accidental injury or illness sustained directly in the performance of the bargaining unit member's work, as provided in the Workers' Compensation Law of the State of Maryland for a maximum period of six (6) months for any single accident/illness.

18.2 A bargaining unit member who is disabled in the line of duty and is unable either to perform normal duties or to perform, with or without reasonable accommodation, the essential duties of a vacant, available alternative position under the Workers' Compensation Law, must be paid the difference between normal M-NCPPC salary and the amount received under the Workers' Compensation Law for a maximum of six (6) months for any single accident/illness, provided the bargaining unit member seeks appropriate medical attention and if determined to be permanently disabled and unable to return to work, within the six-month work-related disability leave period applies for long-term disability benefits. An extension may be granted if a bargaining unit member has met the following conditions:

18.2.1 The bargaining unit member has applied for long-term disability no later than 60 days from the on-set of the disability; and

18.2.1(a) The bargaining unit member is fully cooperating with the Commission in the processing of his/her application; and

18.2.2 The bargaining unit member is fully cooperating with the Commission in any return-to-work processes that have or will be started.

18.2.3 A request for extension will not be unreasonably denied.

18.3 Upon management corroborating that events occurred that may have resulted in a

bargaining unit member being injured on the job, the Executive Director or designee shall immediately place the bargaining unit member on work-related disability leave until a determination concerning eligibility for compensation has been made by the Commission's third party workers' compensation administrator. Corroboration does not require that the manager or supervisor actually witness the accident; rather, it involves confirming sufficient facts to make an initial determination that the injury is more than likely work related. Relevant factors to consider include observations of the employee prior to the injury, the interval of time between when the injury occurred and when it was reported, observations of the injury by co-workers or third parties, whether the injury is of the nature that occasionally occurs in the course of the employees duties, and whether there are any facts suggesting that the injury was not work related. Corroboration is not accomplished by providing information on the Employer's first report of injury. A manager or supervisor in the injured employee's chain of command must contact the manager of Risk Management and Safety.

If the disability is denied by the Commission's third party workers' compensation administrator, the bargaining unit member's pay or leave balance shall be adjusted to offset the work-related disability leave advanced up to that date. Prior to the Executive Director or designee's action, the bargaining unit member will use his/her own leave. The advancement of work-related disability leave under this provision does not constitute a determination that the bargaining unit member has in fact experienced a compensable injury.

18.4 If an employee is required to take a voluntary demotion because of a disability that is the direct result of a work-related injury, he or she shall retain their salary for a period of three (3) years. Thereafter, the employee shall have his or her salary reduced to the top of the grade into which the employee is placed following the demotion.

18.5 Failure to apply for LTD in a timely fashion will result in the employee losing his or her right to the Commission's disability leave for any period following the initial sixty (60) days from the date of injury or illness.

18.6 Upon return to work from an on-the-job-injury bargaining unit members will be assigned to the same worksite from which they were assigned prior to the injury, if a position is available. If the same worksite is unavailable the affected bargaining unit member will be assigned to the next closest worksite within their department in the County in which he/she works.

If demoted, bargaining unit members will be given one (1) year of priority consideration for placement in a vacant, funded position at the same grade as the position from which he/she was demoted.

Article 19
PARENTAL LEAVE

19.1 Parental Leave shall be administered consistent with the FMLA, and employees can use up to four hundred and eighty (480) hours of paid or unpaid leave (two hundred and forty (240) of which may be from the employee's accrued sick leave) to care for:

19.1.1 a newborn child of the bargaining unit member; or

19.1.2 a newly adopted child of the bargaining unit member; or

19.1.3 a child recently placed for foster care with the bargaining unit member.

19.2 All leave taken under this Section:

19.2.1 must be initiated within six (6) months of the birth of the child or placement with the Bargaining unit member for adoption or foster care;

19.2.2 at the election of the bargaining unit member, may be used on a continuing basis;

19.2.3 with the approval of the supervisor may be used:

19.2.3(a) under a method involving a reduced work day or work week,

19.2.3(b) on an intermittent basis, or

19.2.3(c) any combination thereof;

19.2.4 may be in addition to any other leave taken under this Agreement; and

19.2.5 is subject to a thirty (30) day advance notice requirement.

19.3 The use of parental leave under this Article for a Family and Medical Leave Act (FMLA) purpose will be considered as FMLA leave and count towards the FMLA leave entitlement of twelve weeks of leave in a year.

19.4 A bargaining unit member who uses leave without pay under this Section will retain all health and life insurance benefits for the entire period.

**Article 20
PERSONAL LEAVE**

20.1 Bargaining unit members shall be granted up to twenty-four (24) hours of personal leave per calendar year. Personal leave is to be used for reasons personal to the bargaining unit member, including such activities as religious holidays or cultural observances, emergency business, and reasons listed under Sick Leave. Personal leave is used at the bargaining unit member's selection upon prior approval of the department head. Personal leave shall be taken in minimum increments of one-half (1/2) hour. Personal leave cannot be kept accumulated or transferred from year-to-year. Employees hired on or after July 1, 2012 shall not accrue personal leave during the first year of their employment.

20.2 Any personal leave remaining unused after the last pay period of the calendar year shall be forfeited. Unused personal leave is not paid upon termination or retirement from employment. The use of personal leave by a bargaining unit member to observe a personal holiday will not be considered an authorized Commission holiday for purposes of compensation.

20.3 Bargaining unit members eligible under the Family and Medical Leave Act (FMLA) may apply personal leave towards FMLA qualified events. Personal leave used for FMLA events will be considered FMLA leave and count against the FMLA leave entitlement.

**Article 21
ADMINISTRATIVE LEAVE**

21.1 Administrative leave is paid leave that the Department Head or Executive Director or designee may grant to:

21.1.1 a bargaining unit member or group of bargaining unit members in cases of:

21.1.1(a) general or public emergency, or

21.1.1(b) an unhealthy or dangerous situation in a Commission facility;

21.1.2 a bargaining unit member who is relieved of duties pending

21.1.2(a) an investigation of incidents or charges,

21.1.2(b) removal, or

21.1.2(c) an employer-requested determination as to fitness for continued duty;

21.1.3 a bargaining unit member for attendance at officially approved meetings or conferences;

21.1.4 a bargaining unit member under other circumstances as the Executive Director or Department Head determines necessary and in the best interest of the Commission.

21.1.5 A full-time or part-time bargaining unit member may be granted paid leave for a maximum of three (3) work days in the event of the death of the bargaining unit member's parent, step-parent, guardian, grandparent, spouse, domestic partner, brother, sister, child, step-child, mother-in-law, father-in-law, or domestic partner's parent. Absent extenuating circumstances related to the burial, the use of this leave shall occur within two (2) weeks.

21.2 Bargaining unit members may be granted administrative leave to participate in Commission-sponsored blood donor programs and for subsequent recuperation on the day that the blood is donated provided the recuperation is deemed necessary by those administering the blood donor program.

21.3 Bargaining unit members who are assigned duties outside of their regularly scheduled hours, due to an emergency, shall be granted sufficient time off with pay for the purpose of voting in Maryland, county, and federal primary elections, provided that the polls are open and the assigned duties during and outside the bargaining unit member's regularly scheduled hours will require that he or she work throughout the full period that the polls are open.

21.4 A full-time or part-time bargaining unit member may be granted professional improvement leave with full or part pay, or without pay, for courses of study which are work-related. Professional improvement leave may also be granted to a bargaining unit member for the purpose of attending work-related conferences.

21.5 A bargaining unit member shall be granted administrative leave when called upon to serve on a jury. A bargaining unit member shall be granted one day of administrative leave when subpoenaed as a witness in a civil case, criminal case, or administrative proceeding. Administrative leave is not available when the subpoenaed bargaining unit member is a defendant in either a civil or criminal case. Similarly, administrative leave is not available when the subpoenaed bargaining unit member is a plaintiff in, or a direct beneficiary of, the civil case or administrative proceeding.

Article 22
HOLIDAY LEAVE

22.1 Holiday leave is paid leave granted to each eligible bargaining unit member on a full-day or part-day holiday.

Holiday Schedule

| | |
|-----------------------------|-----------------------------|
| New Year's Day | January 1 |
| Martin Luther King, Jr. Day | Third Monday in January |
| President's Day | Third Monday in February |
| Memorial Day | Last Monday in May |
| Independence Day | July 4 |
| Labor Day | First Monday in September |
| Veteran's Day | November 11 |
| Thanksgiving Day | Fourth Thursday in November |
| Employee Appreciation Day | Day After Thanksgiving |
| Christmas Day | December 25 |

22.1.1 Special Holidays Other days designated by action of the Commission as a full-day or part-day holiday or as a non-work day

22.1.2 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.

22.1.3 Substitute Holidays Other days designated by the Commission as a full-day or a part-day holiday or as a non-workday

22.1.4 Special Substitute Holidays Other days designated by action of the Commission for categories of bargaining unit members providing Commission services to other Commission agencies

22.2 Substitute Holidays

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 bargaining unit member. 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 bargaining unit member. When a holiday falls on an eligible employee's regular day off, the department head or designee shall assign the employee an alternate day off within the same pay period in which the holiday occurs. If Management is unable to coordinate the alternative day off in the same pay period, then the employee must receive an alternate day off within the next 30 days.

22.2.1 Whenever New Year's Day, July 4 or Christmas Day falls on a weekend and is celebrated by the Commission on the preceding Friday or the following Monday, bargaining unit members covered by this Agreement who work either on the actual holiday or on the day it is celebrated shall be treated as working on a holiday for purposes of receiving holiday pay. Bargaining unit members who work both the actual holiday and the day it is celebrated shall be entitled to holiday pay only as to the first such day worked.

22.2.2. (1) 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. In all instances, the compensatory leave must be used within the current fiscal year.

(2) Instead of an alternate day off or compensatory leave, a department head may be subject to budget limitations, offer the employee pay at the employee's regular hourly rate.

22.3 Any bargaining unit member covered by this Agreement who is regularly scheduled to work on a holiday may, with authorization, choose to take holiday leave without charge to any accrued leave. Such bargaining unit member shall receive either eight (8) or ten (10) hours of paid leave, depending upon their regular work schedule.

Article 23 MILITARY FURLOUGH

23.1 A bargaining unit member who is a member of the organized reserves of the Armed Forces of the United States, including the National Guard shall be carried on the Commission's rules in a military furlough status if ordered to active duty or reserve training. The bargaining unit member, upon presentation of orders from the Armed Forces or State Governor, shall be placed in a non-pay, military furlough status for the duration of the active duty or reserve training which exceeds fifteen (15) work days in any one calendar year. For the fifteen (15) work days of training the bargaining unit member shall receive his or her normal rate of pay times forty (40) hours per week. After honorably completing the period of obligatory military service, the bargaining unit member shall be entitled to reinstatement to the former position or to a position of like seniority, status and pay and shall not lose any rights accrued before activation, such as rate of pay, sick and annual leave, subject to the provisions hereinafter set forth:

23.1.1 Provided the bargaining unit member is still qualified to perform the duties of such position or is able to become re-qualified with reasonable efforts by the employer;

23.1.2 The bargaining unit member applies for re-employment within ninety (90) days after he or she is relieved from service or within thirty (30) days after he or she is relieved from training;

23.1.3 Provided that the Commission's circumstances have not changed so as to make it impossible or unreasonable to reinstate the bargaining unit member; and

23.1.4 Provided the cumulative length of the absence and of all previous absences from employment with the Commission by reason of service in the uniformed services does not exceed five (5) years.

23.2 Any accumulated annual and sick leave shall be carried over to the bargaining unit member's credit upon restoration to duty. The time a bargaining unit member is on authorized military leave shall be credited for the purpose of determining changes in the annual leave accrual rate. However, a bargaining unit member does not earn annual leave, sick leave or other paid leave while on military furlough.

23.3 Department heads will alter the regularly scheduled work week of an employee who must report for reserve duty one weekend per month but who is regularly scheduled to work on weekends, provided that the employee gives the department head at least 21 days' notice of weekend reserve duty.

Article 24 ABSENT WITHOUT OFFICIAL LEAVE

24.1 A bargaining unit member who fails to report for duty as scheduled or who leaves the work site prior to the end of the scheduled workday without approval of a supervisor, will be:

24.1.1 considered absent without leave;

24.1.2 placed on a non-pay status for the period in question; and

24.1.3 subject to appropriate disciplinary action or termination.

Article 25 CLASSIFICATION AND RECLASSIFICATION OF POSITIONS

25.1 If a bargaining unit member believes his/her position is inappropriately classified, a review shall be conducted in accordance with administrative procedures for classification actions. All requests for reclassification shall be submitted in either June or December. A bargaining unit member shall be limited to one reclassification request in every twelve month period and the review will occur during either open window. A member's individual request submitted in June shall be completed by December of the same year and a

member's request submitted in December shall be completed by June of the following year.

25.2 A classification action is the allocation of a position to a class title and class specification.

25.3 A reclassification action is the reallocation of a position to a different class title and class specification. Reclassifications are caused by permanent increase, or decrease in the level of duties and responsibilities of a position or a change in the type of duties and responsibilities assigned to a position.

25.4 A reclassification may result in a position being changed to that of a higher, lower, or same grade. (See Chapter 1100 Promotion, Reassignment and Change to a Lower Grade; and Chapter 1200, Compensation.)

25.5 A reclassification to a higher grade is a non-competitive promotion which results from a permanent increase in the level of duties and responsibilities of a particular position.

25.6 A reclassification to a higher grade should not occur until the bargaining unit member has been performing the higher-level duties and responsibilities for a minimum of six (6) months.

25.7 A reclassification to a lower grade results from a permanent decrease in the level of duties and responsibilities of a particular position.

25.8 Effective Date of Classification Actions

The effective date for reclassifications shall be the beginning of the pay period following the date of the approval by the Human Resources Director. Reclassifications which are approved after thirty (30) days from being filed with the Human Resources Director shall have a retroactive effective date. The effective date shall be retroactive to the beginning of the pay period immediately following the thirtieth (30) day from which the reclassification request was received by the Human Resources Director.

25.9 The effective date for a classification action which requires the creation of a new classification specification shall be the beginning of the pay period immediately following the date the specification is approved by the Merit System Board.

25.10 Upon review by both the Department Head and the Human Resources Director, and approval of the Human Resources Director of a classification or reclassification action, a bargaining unit member who is dissatisfied with the decision may request that the Union file a grievance under the terms of the Grievance Arbitration Procedures of this Agreement.

25.11 Upon allocation into a new series, a Bargaining Unit Member may not file an individual reclassification request for a minimum of twelve (12) months.

25.12 The Commission shall review each classification series no less frequently than once every five (5) years. However, the Union may request an occupational study within a period less than five (5) years based upon unique, specific changes in a particular job classification reorganization or significant restructuring.

25.13 Proficiency Advancement Certification Program

Non-competitive promotions will continue to occur in accordance with the Proficiency Advancement Certification Program for the eligible job classes set forth in Attachment C.

25.13.1 Supervisors shall complete their portion of the Program form when they complete the employee's annual performance evaluation. Once the employee signs the form, the manager shall forward it to the Classification and Compensation Unit.

25.13.2 Bargaining unit members who achieve an overall rating of a "two" ("2") in their annual performance evaluation shall be considered for advancement by the Classification and Compensation Unit pursuant to the terms of the current program. The Classification and Compensation Unit shall make the final decision on the application for advancement. Denial of certification is subject to the grievance procedure under the collective bargaining agreement.

25.13.3 The Commission and the Union shall establish a joint labor-management work group to review the additional job classifications that may be included in the Commission's Proficiency Advancement Certification Program. The work group shall be comprised of four (4) Union representatives and four (4) Management representatives.

25.13.3(a) The work group will begin its review of the series of specifications in each phase once the Commission has adopted revisions to those specifications resulting from the current Commission-wide Classification and Compensation Study. The work group will complete its review and forward its recommendation within three (3) months.

25.13.3(b) In the event that the parties cannot agree on the work group's recommendations, then the issue shall be addressed in the first agreed upon wage reopener negotiation.

25.13.4 The Commission shall train managers on the Proficiency Advancement Certification Program.

25.13.5 Individuals will not be recertified under the Proficiency Advancement Certification Program until after they have been allocated to the appropriate specification under each phase as a result of the current Commission-wide Classification and Compensation Study.

Article 26 PROMOTION

26.1 Promotion is the movement of a bargaining unit member from one bargaining unit class to another with a higher grade level assignment. The Commission shall have the exclusive right to set standards for assessing the qualifications of all candidates for promotion. Further, the Commission shall have the exclusive right to apply such standards to all candidates when determining the most qualified candidate(s) for promotion. When application of these standards results in two or more bargaining unit members being given equal ratings, seniority will be used to break the tie.

26.2 Pay Adjustments as a Result of a Change to Higher Grade

A bargaining unit member, upon moving to a position of higher grade, shall receive an increase in base pay as stated below. However, the resulting salary shall not be less than the minimum nor exceed the maximum of the new pay grade (plus longevity entitlement).

26.3 Competitive Promotions

Any bargaining unit member receiving a one grade promotion shall receive a five percent (5%) increase or the minimum of the new grade, whichever is greater. Bargaining unit members receiving a two-grade promotion shall receive an eight percent (8%) increase or the minimum of the new grade, whichever is greater. Bargaining Unit members receiving a three-grade promotion shall receive a ten percent (10%) increase or the minimum of the new grade, whichever is greater. The increase must remain within the salary range of the grade.

26.4 Reclassification to a Higher Grade

Upon reassignment or reclassification to a higher grade, a bargaining unit member shall receive an increase in base pay of up to five percent (5%).

26.5 Promotional Grievances

The Union may appeal, under Article 12, 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.

26.6 Examination Scores

Employees who have applied for a promotion to a position within the bargaining unit may, at their request, be given their examination scores.

Article 27
PROBATIONARY PERIOD

27.1 Each new employee and bargaining unit member promoted to a full-time or part-time bargaining unit position must serve a probationary period.

27.1.1 The probationary period for new employees shall be twelve (12) months. A probationary employee who receives an overall unsatisfactory performance evaluation rating of "0" at any time during the probationary period shall be dismissed.

27.1.2 The length of the probationary period for a promoted bargaining unit member shall be six (6) months unless there is a statutory training requirement of a longer duration not to exceed twelve (12) months.

27.1.3 The Employer shall provide the Union with a list of all newly appointed bargaining unit members who successfully complete probation, as well as a list of all bargaining unit members newly appointed/promoted whose probationary period has been extended.

27.2 Inadequate performance during probation and after counseling is justification for reassignment of a bargaining unit member who has been promoted. The department taking the removal action is responsible for placing the bargaining unit member. The bargaining unit member must be reassigned to a grade level not less than that from which the bargaining unit member was promoted. The bargaining unit member must be notified in writing at least fifteen (15) days before the effective date of the action. If the reassignment of a bargaining unit member under this section causes the separation or reduction in grade of any other bargaining unit member, such displacement shall be of the last person hired in the affected job class.

27.3 An appointing authority may extend the probationary period, up to a maximum of fifty percent (50%) of the original probationary period for a promoted bargaining unit member to provide the bargaining unit member an opportunity to improve. Bargaining unit members who are reassigned to their former grade during or at the conclusion of the probationary period may appeal such action. The standard for review by any mediator or arbitrator shall be whether there was a reasonable basis for the demotion.

Article 28
DEMOTION

28.1 **Voluntary Demotion**

Voluntary demotion is the movement of a bargaining unit member from one bargaining unit position class to another with a lower grade level assignment. Voluntary demotion may

occur with the written consent of a bargaining unit member and the approval of the Department Head. Such demotion must be without prejudice and may be used to retain a bargaining unit member whose position has been abolished or reclassified downward or who, because of physical or mental incapacity, is unable to productively perform assigned duties with or without reasonable accommodation and wishes to continue employment in a position for which qualified. Such demotion must not be detrimental to a bargaining unit member's work record and must not adversely affect the bargaining unit member's opportunity for future promotion to a position for which qualified.

28.2 Reclassification to a Lower Grade

Upon the reclassification of a position to a lower grade, a bargaining unit member shall maintain the same pay rate in the lower grade equal to the bargaining unit member's current pay rate. If there is no such pay rate within the lower grade, the bargaining unit member shall retain the higher pay rate at which she/he has been paid for a period of two (2) years from the effective date of the change to the lower grade. At the end of the two (2) years, the bargaining unit member shall then be placed at a rate in the lower grade which does not exceed the bargaining unit member's current rate nor the maximum pay level of the lower grade.

28.3 Voluntary Change to a Lower Grade

Upon Department Head approval, a bargaining unit member may voluntarily change to a lower grade to avoid a reduction-in-force for reasons of career change, because of the inability to perform at a higher level, or a disability. The bargaining unit member may be paid at any rate in the lower grade, as long as it does not exceed the bargaining unit member's current rate nor the maximum of the lower grade. In no circumstance may a bargaining unit member retain the current pay rate when it exceeds the maximum pay rate of the lower grade.

Article 29 REDUCTION IN FORCE

29.1 Reduction-in-Force (RIF) is the elimination or inability to fill or fund one or more positions because of:

- 29.1.1** a reduction in funding,
- 29.1.2** program changes,
- 29.1.3** reorganization or restructuring,
- 29.1.4** technological changes, or

29.1.5 abolishment of position(s).

29.2 The parties hereby agree to incorporate, by reference, Chapter 2200 of the Merit System Rules and Regulations and make them a part of this Agreement. The effect of any change in the Merit Rules contained in Chapter 2200 shall be a subject of bargaining. The parties agree to modify Chapter 2200 as follows:

29.2.1 The options set forth in Subpart 2221 of the Merit System Rules and Regulations effective September 9, 2008 as amended May 18, 2011 related to implementing a hiring freeze, suspending hiring of contract employees, and terminating the contracts of contract employees in the department facing a possible reduction-in-force, shall be mandatory with respect to positions that perform work, which bargaining unit members affected by the reduction-in-force may otherwise perform.

29.2.2 The Commission will not suspend any cost-of-living adjustment or anniversary pay increment for bargaining unit members, pursuant to Section 2221, without first negotiating with the Union regarding alternative steps to avoid a reduction-in-force.

29.2.3 Once all bargaining unit member retention scores based upon performance evaluations have been calculated, the order of layoff shall be based upon the lowest performance evaluation rating. For bargaining unit members within the same evaluation rating, the order of layoff shall be based upon the bargaining unit member's total Commission years, months, and days of service, starting with the least senior bargaining unit member. Seniority shall be determined by applying the standards set forth in Section 8.1 of this Agreement.

29.2.4 Appeal rights under Subsection 2280 shall be to the grievance/arbitration procedure of this Collective Bargaining Agreement and not to the Merit System Board.

29.2.5 The parties recognize the application of Land Use Article, Section 16-401 to any reduction in force that is the result of contracting out existing unit work.

29.2.6

29.2.6(a) Consistent with Section 2260 of the current Merit Rules and Regulations, bargaining unit members who have been laid off due to a reduction-in-force shall be given priority consideration. Initially, this priority consideration shall be for recall to a vacant position holding the same classification title in the bargaining unit member's former department. If no such positions are available, the employee may then be recalled to a vacant position holding the same classification title in any Commission department. This priority consideration shall be for twenty-four (24) months following termination.

29.2.6(b) Bargaining unit members who have been laid off due to a reduction-in-force shall be entitled to six (6) months priority consideration for vacancies, at

or below the same grade, in the same County as that from which they are affected or displaced.

29.2.6(c) At the time of the termination, a determination shall be made by Recruitment of the positions, at or below their classification title, for which the employee is qualified. The determination by Recruitment shall consider any timely input provided by the employee on positions for which they qualify. If an employee declines any position for which he or she is qualified, then the employee's priority consideration shall terminate.

29.2.7 The M-NCPPC and MCGEO agree to apply the following standards to any inter-county transfers made to avoid a layoff. The standards are as follows:

29.2.7(a) If the Department not facing a layoff has funded, vacant positions covered by the MCGEO Collective Bargaining Agreement, qualified employees facing layoff shall be given priority consideration regardless of which County the affected position is in. No external candidates or candidates from within that County shall be considered for any funded, vacant positions that bargaining unit members affected by the reduction-in-force are qualified to fill.

If the reduction-in-force list of individuals interested in a vacant position(s) in other Departments does not include individuals who meet the minimum qualifications of a vacant position(s) and are willing to transfer into the vacant position(s), then management shall look to both external and internal candidates to fill the position.

29.2.7(b) MCGEO agrees to not file any grievances on behalf of represented individuals in the County looking to fill the position who are not permitted to compete for filling a vacant position being filled by an employee subject to RIF.

29.2.7(c) 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 for which they are qualified. 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. If his/her rate exceeds the maximum of the lower grade, then the employee shall continue to be paid at the same rate for a period not to exceed twelve (12) months from the effective date of the change to a lower grade.

29.2.7(d) In the event a proposed transfer to avoid a layoff is not permitted because the County with the vacancy has been asked to develop a savings plan, or the long term fiscal plan incorporates significant operating reductions to maintain fiscal sustainability in the plan, then the Commission shall immediately notify MCGEO. Upon request, the Commission agrees to meet and hear any MCGEO proposals regarding other possible MCGEO personnel cost savings measures to implement in lieu of freezing such positions. These meetings shall not, however, delay any of the steps set forth in Merit Rule Chapter 2200, as amended by the Collective Bargaining Agreement. Disputes

arising out of this provision remain subject to the Collective Bargaining Agreement's grievance/arbitration process.

Article 30
ABOLISHMENT OF POSITIONS

If the Commission engages in a reduction-in-force or contracts out/privatizes bargaining unit work or otherwise abolishes any encumbered positions, then it will agree to negotiate with the Union related to the effect of the reduction-in-force or contracting out/privatization upon the affected bargaining unit. Notice of a reduction-in-force or contracting out/privatization shall be provided to the affected bargaining unit member(s) and the Union no later than sixty (60) days prior to the effective date of the action. Negotiation shall begin within ten (10) days of the forwarding of such notice and must conclude no later than forty-five (45) days thereafter. Negotiations shall not delay implementation of the reduction-in-force.

Article 31
LABOR MANAGEMENT RELATIONS COMMITTEE

31.1 In order to foster cooperative labor relations between the Employer and the Union and to attempt to resolve matters that affect bargaining unit members, there is hereby established a Labor/Management Relations Committee.

31.2 This Committee shall be composed of four (4) representatives of the Employer and four (4) representatives of the Union, and three alternates per party as necessary, from time to time. The parties can mutually agree to invite additional individuals to attend as needed. The Committee shall meet up to six times per contract year (bi-monthly), 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 two weeks in advance of each meeting.

31.3 The LMRC'S agenda shall include the following issues:

- 31.3.1** Safety and Health
- 31.3.2** Health Benefits
- 31.3.3** Retirement Benefits
- 31.3.4** Protection of Unit Members and Property
- 31.3.5** Wellness Program
- 31.3.6** Metro Cards in Montgomery County
- 31.3.7** Light Duty (for 2015 and 2016 meetings)
- 31.3.8** Cultural Change Initiative

31.4 The parties shall establish a standing subcommittee to address safety-related issues. This subcommittee shall be comprised of two (2) representatives from each unit represented by the Union and an equal number of representatives of the Employer. The representatives for each unit shall include one bargaining unit member from each County. Each representative shall hold his or her position on the subcommittee for a minimum of two (2) contract years, and the replacement of representatives shall be staggered to ensure better continuity on the subcommittee.

31.4.1 The subcommittee shall meet a minimum of one time per quarter, and can meet more frequently as determined necessary by the subcommittee. The subcommittee shall review safety-related issues including injury reports and submit an annual prioritized list of safety recommendations to both management and the Union. If there is mutual agreement within the subcommittee on an issue, then the issue must be presented to the appropriate management official or officials responsible for the particular issue. Those officials will respond to the issue presented within a reasonable period of time. If the Union determines that management has not responded within a reasonable time period, then the Union can file a grievance under Article 12 of this Agreement or take other steps deemed appropriate.

31.4.2 Meetings of the Safety Subcommittee shall be held on Commission time and on Commission property. All representatives are expected to attend each meeting and will receive administrative leave for the time spent in the meeting, consistent with Article 21 of this Agreement. During the first contract year, the subcommittee will be chaired by a Commission representative. Thereafter, the chairperson's position shall rotate each contract year between a representative of the Union and a representative of the Commission. After the first year, the incoming chairperson shall be selected and shall work with the chairperson in the operation of the subcommittee. The first task undertaken after the selection of the representatives shall be the promulgation of rules to govern the operation of the subcommittee.

31.5 The M-NCPPC agrees to provide training to all Safety and Health Subcommittee members. This training shall be up to eight (8) hours per year. It shall address, among other issues, asbestos and OSHA safety methods. After consulting with MCGEO, the M-NCPPC shall determine whether the training is provided internally, coordinated through MCGEO, or obtained from an outside consultant.

31.6 In order to further facilitate a productive relationship, the Employer and the Union shall develop joint training in conflict resolution and make such training available to supervisors and stewards.

Article 32 DISCIPLINE

32.1 Policy

32.1.1 It is the policy of the Commission to treat all bargaining unit members in a fair and equitable manner. Responsible Commission bargaining unit members recognize their duty in promoting a positive work environment and the importance of exemplifying courteous and responsible behavior. A bargaining unit member may be disciplined for on-the-job action(s) when the Commission's policies, work place rules, or federal/state/county laws are violated. A bargaining unit member may be disciplined for off-the-job action(s) when the behavior negatively impacts the bargaining unit member's work or the Commission's operation. Off-the-job actions shall be reviewed by the Department Head on a case-by-case basis to determine any disciplinary action to be taken.

32.1.2 Disciplinary actions shall be based on just cause. The Commission shall normally impose disciplinary actions on a progressive basis using reprimands, loss of accrued leave, suspension, change to a lower grade, or separation/dismissal actions. However, the Commission reserves the right to take any necessary action up to and including dismissal for any serious breach of Commission policy or work rules. Upon determining that discipline is appropriate, disciplinary action against an employee will be initiated promptly.

32.1.3 If the Commission instructs an employee to perform work for another employer, it is agreed that only the Commission shall discipline the employee for any conduct related to such work.

32.2 Types of Disciplinary Actions

Any of the following actions may be used in disciplining a Commission bargaining unit member. In addition to taking any of the following disciplinary actions, a Department Head can require a bargaining unit member to make restitution as provided in Commission Practice entitled, "Employee Use of Commission-Owned/Leased Property."

32.2.1 Reprimand - A reprimand is a warning or indication of unacceptable performance, conduct concerning a specific act, infraction, or violation of a policy or procedure or other cause of disciplinary action that is usually given by the immediate supervisor and is noted for the record. An oral does not become part of the bargaining unit member's official personnel file but may be noted as documentation in departmental files. A bargaining unit member should receive an oral reprimand for the first minor breach of discipline and thereafter an oral or written reprimand for the same or directly related matter. A written reprimand shall become part of a bargaining unit member's official personnel file. There are no appeal rights for bargaining unit members receiving an oral or written reprimand.

32.2.2 Loss of Accrued Annual Leave - A bargaining unit member may have one to eight (8) hours up to eighty (80) hours charged against the bargaining unit member's accrued annual leave as a disciplinary action. Loss of annual leave may not total more than eighty (80) hours in any twelve (12) month period.

32.2.3 Change to a Lower Grade - A bargaining unit member may be changed to a lower grade position as a disciplinary action. A change to a lower grade when used as a disciplinary action requires a loss in pay for the bargaining unit member. Any loss of pay caused by a change to a lower grade shall not exceed 5% of base salary for each grade, not to exceed 20% of base pay providing that such loss does not leave the bargaining unit member's base pay above the maximum level of the newly assigned grade level.

32.2.4 Suspension - Suspension is the temporary removal of a bargaining unit member from the work site without pay for a period not to exceed 30 work days.

32.2.4(a) Suspension Pending a Court Decision - A bargaining unit member may be suspended for an indefinite period of time when he/she has been charged and is awaiting trial or a decision for a criminal offense. When the charge(s) involve a misdemeanor that is not related to a sexual offense or physical violence in the workplace, then the period of suspension without pay shall not exceed thirty (30) calendar days. If the charge or trial involves a job-related offense, and if the bargaining unit member is found innocent, then the bargaining unit member shall be reinstated and reimbursed for any salary lost during the period of the suspension (not including any period when the bargaining unit member was not able and available to work), less any amounts earned in other employment.

32.2.5 Dismissal - Dismissal is the removal of a Merit System bargaining unit member from Commission employment for cause. Dismissal is the most severe disciplinary action that can be taken against a bargaining unit member.

32.2.5(a) Abandonment of Position - A bargaining unit member may be dismissed from Commission employment when absent from duty without authorization for a period of three (3) consecutive work days.

32.3 Notification

Except for oral reprimands, a bargaining unit member shall be notified of the disciplinary action in writing. The notification shall include a reason(s) for the disciplinary action, identification of the specific charge(s), and the type of disciplinary action including effective dates and appeal right, if any, of the bargaining unit member. Except for oral and written reprimands, written notification shall be presented to the bargaining unit member that provides the reasons and the consequences of the action being taken before the execution of a personnel action form.

32.3.1 A bargaining unit member shall receive written notice of a loss of accrued annual leave, a change to a lower grade, a suspension or a dismissal. The notice of the disciplinary action shall be provided at least ten (10) days prior to the effective date. The Commission shall not be required to provide advance notice in any case involving the theft of Commission or co-worker property or violation that creates a health risk, a safety risk, or a violation that gives rise to a good faith concern regarding a future risk to Commission property. The bargaining unit member shall be given an opportunity to respond to or comment on the disciplinary action, in writing or orally, to the issuing official.

32.4 Appeal

The Union may appeal any disciplinary action, other than an oral or written reprimand, in accordance with this Agreement.

32.5 Sections 1920 and 1935 of the existing Merit System Rules and Regulations shall remain in full force and effect and are incorporated by reference to this Agreement.

32.6 Citizen Complaints

Complaints against Bargaining unit members driving Commission vehicles while in the performance of their official duties or driving official vehicles at anytime shall 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, or a complaint transmitted by e-mail that identifies the complainant by name and the complainant's contact information.

Article 33 DISCIPLINARY EXAMINATIONS

33.1 The Union shall be given the opportunity to be represented at any examination of a bargaining unit member in the bargaining unit by a representative of the Employer in connection with an investigation if:

33.1.1 The bargaining unit member reasonably believes that the examination may result in disciplinary action against the bargaining unit member, and

33.1.2 The bargaining unit member requests representation.

33.2 If a bargaining unit member requests to be represented at such an examination, the Employer will delay the examination for a reasonable time, not to exceed two (2) hours to permit the bargaining unit member the opportunity to arrange representation. If the Union representative cannot arrive within this time period, then the examination shall move forward. Union representatives may participate in disciplinary examinations via telephone.

While the employee may request a specific Union representative, the employee does not have the right to have a specific Union representative present at the examination. The parties agree to conduct themselves in a civil and respectful manner. An Employer representative may not dictate, suggest, or otherwise seek to influence the employee as to whom from the Union may represent the employee at examination.

33.3 The Employer is free to terminate any examination of a bargaining unit member in connection with an investigation at any time for any reason.

33.4 The bargaining unit member must answer all work-related questions truthfully, promptly, and completely.

33.5 Upon request, the Employer shall provide the Union all supporting documentation to a disciplinary action. The Employer may sanitize this documentation to protect privacy.

33.6 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.). 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 or interfere with Management's right to investigate incidents and ask questions of Bargaining Unit members related to the allegations at hand. The steward can request that the supervisor clarify questions so that the worker can understand what is being asked. When the questioning ends, the steward can provide additional information to the supervisor. Before providing such information, the Union representative and the employee may briefly meet privately for purposes of discussion. If multiple Union representatives are present, the Union will designate a primary spokesperson. Management is not restricted as to who can attend the examination; however, Management will consider whether the presence of a person involved in a personal dispute with the Bargaining Unit Member would create a risk of additional conflict.

Article 34 NOTICE TO BARGAINING UNIT MEMBERS

34.1 This Article shall apply to the following written notices to bargaining unit members from the Employer:

- 34.1.1** Disciplinary Action
- 34.1.2** Termination
- 34.1.3** RIF Notices
- 34.1.4** Demotion
- 34.1.5** Promotion
- 34.1.6** Reduction-In-Salary
- 34.1.7** Employee Overpayments
- 34.1.8** Delay of Service Increment

34.1.9 Denial of a request for light duty

34.2 The notices to bargaining unit members identified above shall contain the following language at the bottom of the last page of the document and include bargaining unit member address, work phone and home phone number and home e-mail address if the employee agrees to provide the address to the Commission.

34.3 An employee receiving an approved disciplinary action involving a written warning or a loss of pay shall designate on the Notice to Bargaining Unit Employees form whether he/she elects the union to receive a copy of the disciplinary notice. The completed notice form shall be submitted to the Human Resources Director (Human Resources Division). Within 48 hours (two business days) of receipt of a completed notice form, the Human Resources Director (Human Resources Division) will forward documents to the Union, via fax to 301-977-6752 or E-mail.

NOTICE TO BARGAINING UNIT EMPLOYEES

You are entitled to be represented in this matter by the 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 Name (Printed)

Date

Signature of Employee

Home Phone No.

Office Phone No.

Home E-Mail Address

**Article 35
UNIFORMS**

35.1 The Commission shall issue to each member of the Service/Labor and Trades Bargaining Units:

35.1.1 One year-round jacket with a zip-out lining per bargaining unit member. The M-NCPPC and the Union shall agree on the adequacy of the jacket.

35.1.2 Two (2) baseball caps

- 35.1.3 One (1) "boonie" hat
- 35.1.4 Five (5) pairs of long pants
- 35.1.5 Five (5) long-sleeve or short-sleeve shirts
- 35.1.6 Six (6) cotton T-shirts
- 35.1.7 Three (3) pairs of short pants
- 35.1.8 One (1) pair of protective coveralls
- 35.1.9 Two (2) zip-up hooded sweatshirts
- 35.1.10 One (1) pair of winter gloves
- 35.1.11 One (1) knit cap
- 35.1.12 One (1) pair of work gloves

35.1.13 All shirts/sweatshirts/coats of the Service/Labor and Trades bargaining units shall be high visible and/or with reflective strips. This change shall be implemented over the first year of the collective bargaining agreement. Once new clothing has been distributed the employees shall turn in their old clothing.

35.2 Inclement Weather Apparel

The Commission shall provide reasonable inclement weather apparel to bargaining unit members based upon weather conditions and the bargaining unit member's work assignment.

35.3 Safety Apparel/Equipment

As necessary, the Commission shall provide reasonable safety apparel/equipment to bargaining unit members based upon work conditions and the bargaining unit member's work assignment.

35.3.1 Bargaining unit members are entitled to receive three (3) safety shoe vouchers, one per each year of the three year contract. The safety shoe voucher shall increase from \$150.00 and \$225.00 to \$225.00 and \$275.00. The Commission will coordinate with vendors to resole any safety shoes that have failed to last. If the shoe cannot be resoled or repaired, then the Commission shall provide a replacement. Commission employees are prohibited from using their safety shoes, or any other Commission clothes or equipment, in any secondary employment. Any employee caught using Commission safety shoes in secondary employment shall be subject to discipline. Management will determine whether work boots or safety shoes are appropriate depending upon safety issues.

| Tiers | Amount |
|-------|--------|
|-------|--------|

| | |
|---|-----------|
| Heavy Equipment, Electricians, Tree Crew, Masons, Carpenters | Unlimited |
| Mechanics, HVAC, Plumbers, Painters | \$275.00 |
| Park Maintenance Workers | \$225.00 |

35.3.2 All safety shoes must be purchased from an authorized vendor, must meet standards set by the Risk Management and Safety Office, and must be in accordance with ANSI Standards Criteria including, specifically, ANSI Z41-1983 or subsequently adopted, appropriate ANSI standards. Employees shall only be permitted to use non-authorized vendors when they provide documentation establishing that use of an unauthorized vendor is required by a medical issue.

35.4 The following conditions shall apply to uniforms:

35.4.1 Uniforms for members of the Trades Bargaining Unit shall be distinct from the uniforms utilized by the Service/Labor unit employees; however, the use of distinct uniforms shall not require the Commission to expend any additional monies for the purchase of uniforms.

35.4.2 Management will determine the appropriateness of short pants depending on safety issues.

35.4.3 Any additional uniform apparel received from any other source should be considered recognition.

35.4.4 Short sleeve shirts may be included in shirt allocation absent safety considerations.

35.4.5 Management will determine whether short sleeves are appropriate according to duties performed.

35.4.6 Blend material shall be issued unless medical documentation of allergy or Commission's Safety Office determines that for certain functions other material is appropriate.

35.4.7 If bargaining unit members are required to purchase additional long-sleeve shirts, then it shall be at their expense.

35.4.8 Management shall permit Service/Labor and Trades employees to wear a standard beige straw hat, provided that 1) the employee purchases the hat and 2) the hat does not have any words, logos, or advertising.

35.5 Stock Clerks will receive the same uniform allotment and be subject to the same conditions related to uniforms as Service/Labor bargaining unit members except that upkeep of uniforms will be in conformance with current practices for employees in the Mechanics series in the County in which the Stock Clerk works. In addition, the Commission shall provide Park Permit Employees with six (6) collared shirts which they shall be required to wear along with the designated name tag.

35.6 Uniform Issuance

The issuance and replacement of uniforms and equipment shall be done within a reasonable time. Replacement of uniforms will be based on normal wear and tear criteria. Once bargaining unit members receive their entire uniform complement, they will be expected to report to work in full uniform with assigned safety apparel/equipment. To avoid delays in the issuance and replacement of uniforms and equipment, the Commission shall move to utilizing multiple vendors.

35.7 Park Police Communication Technician Uniform

Park police communication technician shall be issued:

35.7.1 Five (5) shirts

35.7.2 Two (2) pair of pants

35.7.3 One sweater

Dispatchers shall be required wear the uniform once provided by Management. Park Police Communication Technician shall be permitted to wear another outer garment in place of the sweater when there is mutual agreement, in both Divisions, with respect to the outer garment. In such an instance, the cost of any mutually-agreed upon outer garment shall be borne by the Park Police Communication Technicians.

The Montgomery County Division park police communication technician dress code, which is Attachment D in the Appendix, shall become the standard applicable in both Park Police Divisions.

35.8 Tools and Equipment

The employer shall provide adequate tools and equipment needed in order for bargaining unit members to fully perform the duties and responsibilities of their respective job description.

In the event the union determines that the employer is not meeting this obligation, written notification shall be submitted to the Executive Director specifying the tools/equipment needed to maintain optimal productivity and efficiency of bargaining unit members.

35.9 Dress Code for Communication Personnel

To present the most professional image and impression, dispatchers are required to dress in appropriate business attire. Attire is to be neat, cleaned and pressed. The following is a list of what is and is not appropriate.

35.9.1 Appropriate

- Dresses (length cannot be more than 1 inch above the knee)
- Suits/Pants/Ties
- Skirts (length cannot be more than 1 inch above the knee)
- Golf Shirts
- Blouses/Shirts
- Blazers
- Vests
- Walking Shorts/Skorts in business suitable fabrics (length cannot be more than 1 inch above the knee)
- Pants in business suitable fabrics, including khakis
- Any type of business shoe (heels, flats, etc.)

35.9.2 Inappropriate

- Any type of denim (including denim dresses, denim shirts, denim pants, denim skirts)
- Any material resembling denim
- Casual/Sport T-shirts (including logo merchandise)
- Casual shorts
- Stirrup pants and leggings
- Athletic shoes
- Flannel shirts
- Bras, sports bras, tank tops, etc. (must be fully covered by clothing)
- Short/crop tops (skin must not show)

- Sweats/Sweat suits/Sweat shirts

35.9.3 Fridays, weekends and Commission recognized holidays are authorized as "Casual Days." They will remain as such unless the Communications Supervisor withdraws authorization. In addition to business appropriate attire, the following is a list of what is appropriate for "Casual Days":

Appropriate

- T-Shirts
- Pants/leggings/stirrups
- Athletic Shoes
- Denim shirts/dresses/skirts/pants (pants must not be torn or have holes in them)

35.9.4 Please be considerate of co-workers, customers, and guests. Good personal hygiene is a must.

35.10 Shoe Vendor Trucks

Larger shoe vendor trucks will visit Bock Road, Randall Farm and Glenridge to enhance the variety of shoes made available to the Commission's employees in Prince George's County. Employees at the smaller yards shall be permitted to travel to these sites, during the work day, to purchase shoes. Employees will continue to be able to take the voucher to Red Wing stores to increase the range of options.

**Article 36
VISITATION**

The Commission agrees that representatives on the local Union payroll shall have reasonable access to Commission premises at any time during working hours to conduct Union business, as long as such visits will not interfere with the normal conduct of Commission business or bargaining unit member work.

For visits to individual work locations, representatives on the local Union payroll shall provide a minimum of thirty (30) minutes advanced notice. Notice shall include both the location and intended time of the visit. This notice shall be provided via e-mail and telephone to both the management at the particular site as well as the Commission's Human Resource Manager. With such notice, local Union representatives may drop by a facility or off-site job assignment to meet with members individually. The Union representative will speak separately with Commission employees for a period not in excess of five (5) minutes. It is agreed and understood that these will be private one-on-one conversations and the Union representative will ensure that other employees are not drawn away from their work and into these conversations.

In such instances, the Union shall not request that employees be recalled to the facility to coordinate any such contact. This process shall not preclude Union representatives from meeting with employees before the work day, during the lunch period, or after the work day, after the thirty (30) minutes notice has been provided.

By mutual agreement, the Commission and the Union will coordinate large group meetings between MCGEO and Commission employees. In such instances, MCGEO shall be required to inform the Commission of their desire to coordinate such a meeting at least four (4) weeks prior to the desired date, absent mutual agreement to a shorter notice period. Large group meetings shall be permitted to last up to two (2) hours, not including travel time, provided the meetings are scheduled to start either at 9:00 a.m. or 1:00 p.m. The Commission will seek to coordinate such meetings, provided that they do not interfere with particular work assignments.

Article 37 UNION ACTIVITIES

37.1 During working hours, on the employer's premises, and without loss of pay, Union shop stewards shall be allowed a reasonable period of time to leave their work area after they have given advance written notification to and received advance written permission from their supervisor to perform Union activities directly related to consulting with the employer or bargaining unit members regarding pending grievances, the enforcement of the provisions of this Agreement, and training. "Reasonable Period" shall be defined as seventy-five (75) minutes excluding any necessary travel time. Training shall be excluded from the definition of "Reasonable Period." Within two business days, the shop steward shall submit a Union Administrative Leave Form to their supervisor, or designee, which shall reflect that the time should be charged against the MCGEO Administrative Leave Bank.

The shop steward shall state in his or her request the approximate time they anticipate being away from work. If the amount of time needed exceeds the approximate time previously provided, then the shop steward shall contact his or her supervisor to inform them of the delay. If a shop steward attends a Management scheduled meeting which extends beyond his or her work day, then the shop steward will be compensated, through the MCGEO Administrative Leave Bank, until either 1) the end of the Management meeting or 2) when the shop steward returns the Commission vehicle to his or her work location. Absent operational needs, the Commission will make every effort to ensure that Management scheduled meetings and trainings which require Shop Steward representation are completed during normal work hours.

37.2 The Union shall do everything possible to rotate the usage of shop stewards so as to not impose on the work operations of a particular work site. Whenever the Union wishes to have shop stewards attend any form of training, it shall provide the Commission with written notice of its request no later than fifteen (15) days prior to the training. This

provision relates only to training and does not apply to other situations such as emergency contexts. Notice shall be provided to the Commission's Labor Management Office.

37.3 The Union will identify the work areas covered by each shop steward. Floating stewards shall be the only stewards permitted to move outside their worksite to address any matter coming under this Agreement. Except for disciplinary matters, floating stewards shall not address issues at a site where an assigned shop steward is available. Unless existing work requirements prohibit, the Steward's manager or supervisor shall make the shop steward available to attend meetings within a period of not longer than one hundred and twenty (120) minutes from when a request is made for a shop steward to attend the meeting.

37.4 Paid time used under this Article shall be charged to an administrative leave bank established for Union activities. Each contract year, the Commission shall contribute One Thousand (1,000) hours and the bargaining unit members shall each contribute one (1) hour of annual leave for use by Union shop stewards as defined by this Agreement. Any leave used under this procedure shall be recorded and charged in accordance with procedures agreed upon by the parties. Any unused hours contributed to the Union Administrative Leave Bank shall not be carried over to subsequent contract years. To coordinate payment of administrative leave, shop stewards and Union representatives attending training shall be required to provide their supervisors with a document confirming the length of the trainings/meetings.

37.5 Such time shall not be utilized for the posting of notices or the distribution of literature related to Union activities, as such activities should take place before or after the workday or during non-working time in non-working areas.

37.6 The Union shall provide M-NCPPC with a current list of Union officers and a monthly list of shop stewards. A monthly list of Shop Stewards shall be posted at each worksite. There shall be no more than two Shop Stewards in any one work location. Service/Labor bargaining unit members designated shop stewards shall be no less than seven (7) and no more than ten (10) in each County. Office bargaining unit members designated shop stewards shall be no less than two (2) and no more than five (5) in each County. Trades bargaining unit members designated shop stewards shall be no less than two (2) and no more than five (5) in each County. Stewards may float between worksites within their own County when a steward is not otherwise available, to fulfill the Union's obligation of "Duty of Fair Representation."

37.7 Members of the MCGEO Executive Board shall be granted four (4) hours of leave from the Union Administrative Leave Bank.

37.8 With proper advance notice and approval, bargaining unit members who are members of the Union Bargaining Team shall receive leave from the Union Administrative Leave Bank for preparation for contract negotiation.

37.9 All shop stewards shall be provided with a cell phone, consistent with the Commission's Electronic Communication Policy, and shall be required to check their Commission e-mail and/or texts on a regular basis throughout each work day and to communicate with Management about matters related to their duties as a shop steward.

Article 38 NO STRIKE CLAUSE

38.1 Neither the Union nor any employee covered by this Agreement may engage in a strike. A strike shall include, but not be restricted to, the refusal of a bargaining unit member, in concerted actions with others, to report to work, to stop or slow down work, or to abstain in whole or in part from the full, faithful and proper performance of duties where the object is to induce, influence or coerce a change in the terms, conditions, rights, or privileges of employment.

38.2 If a strike occurs, a court of competent jurisdiction, upon request of the M-NCPPC, may enjoin the strike. If a bargaining unit member or group of bargaining unit members engages in a strike, the M-NCPPC shall notify the Union and the Union shall, upon receipt of the notice, immediately and publicly disavow the strike and request that the bargaining unit members return to work.

38.3 A bargaining unit member may not receive pay or compensation from the M-NCPPC for any periods during which the bargaining unit member is engaged in a strike. A bargaining unit member may be disciplined for engaging in a strike. If the Union engages in a strike, its certification as exclusive representative may be revoked by the Labor Relations Administrator. If the certification is revoked, the Union shall be ineligible to be certified as an exclusive representative for a period of one (1) year following the end of the strike.

38.4 The M-NCPPC agrees that there shall be no lockouts.

Article 39 NONDISCRIMINATION

39.1 The M-NCPPC and the Union agree that neither party will discriminate against any employee covered by this Agreement on the grounds of race, color, religion, sex, age, ancestry or national origin, marital status, political or Union affiliation, sexual orientation, gender identity, genetic information, or physical or mental disability unrelated in nature and extent so as to reasonably preclude the performance of duties.

39.2 Sexual harassment is a form of sex discrimination and is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when:

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

39.2.2 submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or 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 40

COMMUNICATION - COPIES OF EMPLOYER CORRESPONDENCE

40.1 The Union shall have access to the Commission's inter-office mail system; provided that such access shall not permit the Union to utilize the inter-office mail system for the purpose of distributing any mass mailings. It is expressly agreed that pickup and drop-off will only occur at the Union's current business address. Further, the parties agree that the Commission shall not be required to create any additional routes or alter the current distribution system in any manner.

The Union may e-mail its members through the Internet at their M-NCPPC e-mail addresses for the purposes of posting date, time, and location information for scheduled Union meetings and other official activities. M-NCPPC agrees not to block e-mail of this nature originating from the Union's address. MCGEO agrees to limit e-mail communication to members to before or after the working day, unless the communication involves enforcement of the contract, including the investigation of grievance, or the conducting of the parties' business. MCGEO communication shall not interfere with the conduct of normal Commission business or Bargaining Unit Member work. If MCGEO allows excessive usage of e-mail communication, the Commission will expect MCGEO to cease and desist from said activity immediately upon notice. If excessive communication does not immediately cease and desist, then the Commission shall have the right to take the appropriate action.

40.2 The Union shall indemnify and hold the M-NCPPC harmless against any and all claims arising from the distribution of Union related material through the inter-office mail system, as well as from the failure of any such correspondence to reach any particular person through the inter-office mail system.

40.3 The Commission will work with MCGEO to coordinate a meeting once each quarter to brief the new employees hired into the Units represented by MCGEO.

40.4 The M-NCPPC shall, upon written request, provide MCGEO with relevant information reasonably required by the Union, for representation purposes, as the collective bargaining representative of employees covered by this Agreement. The Commission shall have thirty (30) days from the receipt of the written request to consider the MCGEO request. MCGEO agrees to limit its requests, not including those related to grievances, potential grievances, and arbitrations, to no more than one (1) per quarter.

Article 41 PERFORMANCE EVALUATIONS

41.1 Bargaining unit members shall receive written performance standards at the start of any evaluation period. A written work performance improvement plan shall be developed by the M-NCPPC, after consultation with the bargaining unit member, when the bargaining unit member's performance is unsatisfactory. Upon request, the bargaining unit member shall receive copies of all performance evaluations and work performance improvement plans.

41.2 Performance standards and evaluations are non-grievable and non-arbitrable. Subsequent actions taken against bargaining unit members resulting from a poor performance rating, however, are grievable and arbitrable.

41.3 Absent patterns of leave abuse, approved absences shall not be documented on a bargaining unit member's performance evaluation or otherwise used for purposes of rating a bargaining unit member's performance.

41.4 If requested by the employee, a MCGEO representative shall be permitted to attend pre-scheduled PIP meetings to help the employee understand the information being provided by management. Any delay to permit the representative to attend the pre-scheduled PIP meeting shall not exceed thirty (30) minutes. The MCGEO representative must limit his/her questions and comments in the meeting to ensuring that the employee understands the information. The MCGEO representative shall not be permitted to make information requests or other demands of Management during the PIP meetings. All such requests must be deferred to any later grievance.

Article 42 EMPLOYEE LISTS

M-NCPPC will provide the following bargaining unit members' personnel data to the Union on computer disk; home phone number, date of birth, sex, race, social security number, street address, city, state, zip code, job title, department, pay grade, salary, hourly rate of pay, work location address, date of hire, hours/week (full or part-time), name of insurer

(health plan), and retirement group. The Union will not authorize the use of the information by any other agency or individual. Lists shall be submitted twice a year.

Article 43 CONTRACT DURATION

This Agreement shall become effective July 1, 2018, and shall remain in full force and effect until June 30, 2021 unless otherwise stated in specific sections. This Agreement shall be automatically renewed from year-to-year thereafter unless either party notifies the other in writing no later than September 1 preceding the expiration date that it desires to terminate, modify or amend this Agreement.

Article 44 FAMILY AND MEDICAL LEAVE

The Maryland-National Capital Park and Planning Commission (M-NCPPC) and the Municipal and County Government Employees Organization - United Food and Commercial Workers, Local 1994 (MCGEO-UFCW) have agreed on the following guidelines:

44.1. To ensure that the employees are aware of their potential eligibility for FMLA leave, the M-NCPPC will distribute general information to all employees represented by MCGEO-UFCW regarding the protections afforded to eligible employees under the FMLA.

44.2. If any dispute arises concerning application or interpretation of the FMLA, the employee may choose to resolve that dispute pursuant to the Grievance and Arbitration Procedure (Article 12)

44.3. The maximum amount of FMLA available to a bargaining unit member within a calendar year is sixty (60) work days.

44.4. Employees who take FMLA leave will be allowed to continue their group health insurance coverage. Employees will be required to continue to meet their premium co-pay on any health or non-health benefits continued during an FMLA leave. For approved absences of leave with pay, an employee's health care contributions shall be deducted through payroll. For approved absences on leave without pay, the employee shall be required to make his or her employee health care or non-health care benefit contributions to the third party administrator contracted by the Commission to handle such payments, on a monthly basis.

44.5. Employees who take FMLA leave will receive continued coverage for disability insurance, life insurance, and accidental death and dismemberment insurance.

44.6. Employees who take FMLA leave will continue to accrue annual leave and sick leave until they are on FMLA leave, without pay, for a period exceeding thirty (30) days. All employees who take FMLA leave will continue to accrue time toward their years of service for purposes of determining their future rate of accrual for annual leave.

44.7. The twelve (12) month period for calculating leave under the FMLA shall be a rolling twelve (12) month period. It is agreed that this change will be implemented for bargaining unit members at the same time it is implemented for all M-NCPPC employees.

44.8. All employees who assume an acting position because another employee utilizes FMLA leave shall be advised that they will return to their prior position once the employee returns from FMLA leave.

44.9. Upon employee's return to work from FMLA leave, the employee will be placed in the same or equivalent position with equivalent pay, benefits, and other employment terms, including the option of purchasing credit toward retirement to cover the period of FMLA leave under the Employees' Retirement System established and maintained by the M-NCPPC.

44.10.1 Upon an employee's return to work from FMLA leave which was taken because of a serious health condition that made the employee unable to perform his or her job, the employee may be required to provide the M-NCPPC with a fitness-for-duty certification from the employee's own physician, with said requirement limited to the medical reason for the employee's FMLA leave. Thereafter, the M-NCPPC may require the employee to obtain a fitness-for-duty certification from a physician chosen by the M-NCPPC, again limited to the medical reason for the employee's FMLA leave. Should the employee's own physician and the physician chosen by the M-NCPPC disagree as to whether the employee should be certified as fit for duty, the employee may be required to obtain a fitness-for-duty certification from a third physician, mutually chosen in good faith by the employee and the M-NCPPC. Should the employee and the M-NCPPC be unable to agree on a third physician, they shall seek a list of three physicians from a local medical society, each of whom is board-certified in the appropriate discipline and is available to determine the employee's fitness for duty, with first the M-NCPPC and then the employee striking one name from the list until only one physician remains. This third physician, whether chosen by mutual agreement or by striking, will decide whether the employee should be issued a fitness-for-duty certification and returned to work.

44.10.2 An employee returning to work from FMLA leave which was taken because of a serious health condition that made the employee unable to perform his or her job must provide the M-NCPPC with a least seven (7) days' notice of his or her expected return to duty. Thereafter, if the M-NCPPC decides to require the employee to obtain a fitness-for-duty certification from a physician chosen by M-NCPPC, the determination made by that physician shall be made no later than fourteen (14) days from the day of the employee's initial notice to the M-NCPPC of his or her expected return to duty. Should the physician

chosen by the M-NCPPC refuse to provide the employee with a fitness-for-duty certification, and assuming the employee does not perform compensable work for M-NCPPC during the applicable period, the employee may be required to reimburse the M-NCPPC for any compensation paid to him or her for the period from the date of his or her expected return to duty to the date on which the physician chosen by M-NCPPC refuses to certify the employee as fit for duty, but in no event for a period of more than seven (7) days.

44.11. Consistent with the FMLA, bargaining unit members are permitted to use FMLA leave on a continuing, intermittent, or reduced work week basis, as needed. A bargaining unit member who uses FMLA leave shall continue to accrue seniority for all purposes during the entire period of leave.

44.12. Military Qualifying Exigency Leave

Except as otherwise noted below, all eligible full-time employees, whose spouse, son, daughter or parent either has been notified of an impending call or order to active military duty or who is already on active duty, shall be allowed to use up to 12 weeks of leave, any combination of Paid Leave and Leave without Pay, for reasons related to or affected by the family member's call-up or service. The qualifying exigency must be one of the following: 1) short-notice deployment, 2) military events and related activities, 3) child care and school activities, 4) financial and legal arrangements, 5) counseling, 6) up to fifteen (15) calendar days of leave to spend with a covered military member who is on short-term, temporary, rest and recuperation leave, 7) post-deployment activities, 8) parental care and 9) additional activities that arise out of active duty, provided that the employer and employee agree that these activities constitute qualifying exigencies, including agreement on timing and duration of the leave.

Employees seeking leave based on a Military Qualifying Exigency will be required to submit a Certification of Qualifying Exigency for Military Leave. Employees must return the completed Certification within fifteen (15) calendar days of the Commission's request for certification or provide a reasonable explanation for the delay. Failure to provide a completed certification may result in a denial of the request for FMLA Leave.

44.13. Military Caregiver Leave

All eligible full-time employees shall be allowed to use a maximum of 26 weeks of leave in a single 12 month period, any combination of Paid Leave and Leave without Pay, to care for a spouse, son, daughter, parent or next of kin covered service member with a serious illness or injury incurred in the line of duty on active duty. Next of kin is defined as the closest blood relative of the injured or recovering service member.

For purposes of Military Caregiver Leave, the single twelve (12) month period shall begin on the first day the employee takes leave to care for the service member and shall end

twelve (12) months later, regardless of any other period that the Commission may utilize for other types of FMLA leave. An eligible employee is limited to a combined total of twenty-six (26) workweeks of leave from any FMLA qualifying reason during the single twelve (12) month period. Only twelve (12) of the twenty six weeks total may be for an FMLA qualifying reasons other than to care for a covered service member.

Employees seeking Military Caregiver leave will be required to submit a Medical Certification. Employees must return the completed Certification within fifteen (15) calendar days of the Commission's request for certification or provide a reasonable explanation for the delay. Failure to provide a completed certification may result in a denial of the request for FMLA.

Article 45 NO-SMOKING POLICY

45.1 Smoking, the use of other tobacco products, and the use of e-cigarettes is prohibited in all enclosed Commission buildings and in all enclosed space leased or rented by the Commission. Smoking and the use of e-cigarettes is also prohibited in any Commission park where the public is prohibited from these actions. No bargaining unit member shall be permitted to smoke, use e-cigarettes, or use any other tobacco products while utilizing any Commission vehicle or equipment. This prohibition applies irrespective of whether there is any other person in the vehicle.

Effective June 30, 2016, the Commission will be required to comply with State law prohibiting the smoking of lighted tobacco products on Commission property.

Article 46 PREVENTION OF SUBSTANCE ABUSE/BARGAINING UNIT MEMBER REHABILITATION

46.1 Bargaining unit members suffering from alcoholism shall be afforded the opportunity for counseling and rehabilitation through existing Commission programs. The fact that counseling and rehabilitation may be provided does not suggest that a bargaining unit member is not responsible for his or her actions. The Commission shall hold bargaining unit members suffering from alcoholism to the same performance standards as all other employees and, when necessary, discipline them despite a causal connection between alcoholism and their conduct; nevertheless, alcohol-related disciplinary problems will not be exclusively dealt with in a punitive fashion when the individual has indicated a willingness to participate in counseling and rehabilitation.

46.2 The Employer will provide all bargaining unit member protections and rights mandated by Federal law and Maryland State law.

46.3 Bargaining unit members who are directed by the M-NCPPC to submit to drug and/or alcohol testing shall be permitted to contact a Union representative prior to testing. However, this shall not delay the testing for more than one hour from the time the bargaining unit member is directed to submit to testing.

46.4 Whenever a bargaining unit member volunteers to a supervisor, manager or member of the Commission's human resources staff that he or she is suffering from a substance abuse or alcohol problem, the Commission will provide as a condition for continued employment an opportunity for the bargaining unit member to enter into a last chance employment agreement for a minimum of one (1) year to include mandatory participation in a prescribed rehabilitation program. The agreement shall allow for drug/alcohol testing under Article 48 and require a test prior to the completion of the agreement period. The agreement shall also provide for discipline when there is a positive confirmed test or failure to participate in the rehabilitation program.

Article 47 EMPLOYEE ASSISTANCE PROGRAM

Bargaining unit members and covered household members shall be eligible to participate in the Commission's Employee Assistance Program for up to eight (8) sessions per issue. Upon approval of their supervisor, a bargaining unit member will receive administrative leave of not more than two (2) hours per session to visit with the EAP counselors inclusive of any travel time and counseling session; however, the administrative leave shall only be paid when the employee's sessions or the travel to and from the sessions occurs during their regular work hours. To receive administrative leave the employee will be required to provide the Commission documentation confirming the length and location/address of each visit with the EAP counselors

Article 48 DRUG AND ALCOHOL TESTING

48.1 All bargaining unit members are required to report to work and perform their job assignments free from the influence of alcohol or illegal drugs. Bargaining unit members are absolutely and expressly prohibited from manufacturing, distributing, selling, possessing, or using alcohol or illegal drugs on Commission premises. When a bargaining unit member moves to a position that requires random drug testing or post-offer testing, that bargaining unit member will be tested prior to finalizing the job offer. To further insure the safety, health, morale, and public image of the M-NCPPC and its employees, bargaining unit members shall be subject to testing for drug and alcohol use and abuse in the following circumstances:

48.1.1 Reasonable Suspicion

Bargaining unit members are subject to controlled substance/alcohol testing whenever there is reason to suspect that the Commission's policy against manufacturing, distributing, selling, possessing, or using alcohol or illegal drugs on Commission premises has been violated. When an employee is sent for reasonable suspicion testing the supervisor shall prepare a written summary. This reasonable suspicion shall be based on the direct observation of unsafe work behaviors including, but not limited to:

48.1.1(a) discovery or presence of illegal controlled substances or alcohol in the bargaining unit member's possession while in the workplace or duty;

48.1.1(b) physical signs and symptoms including a combination of reddened eyes, or dilated pupils, slurred speech and the odor of alcohol or controlled substance;

48.1.1(c) increased accidents and injuries, careless handling of equipment or machinery, disregard for safety of others, and taking needless risks;

48.1.1(d) excessive, unexcused tardiness or absenteeism;

48.1.1(e) significant change in personality including repeated abusive behavior, insolence, or insubordination.

48.1.1(f) Whenever reasonable, two supervisors should observe or review information regarding the bargaining unit member before directing the bargaining unit member to participate in controlled substance/alcohol tests. All testing for reasonable suspicion must be conducted as soon as possible and no later than eight (8) hours from the time of the observed incident or assessment. The supervisor or his/her designee should accompany the bargaining unit member to the test site.

48.1.2 Post-Accident

48.1.2(a) Testing shall be required whenever any bargaining unit member has been involved in any accident or incident involving any tagged motor vehicle which resulted in:

- Damage to the property of third-persons;;
- Injury to third persons;; or
- Personal injury beyond first aid.

48.1.2(b) The management official making the decision shall confer with the Risk Management and Safety Office prior to sending a bargaining unit member for testing.

48.1.2(c) Testing may be required, as determined by the Risk Management and Safety Office, when bargaining unit members have been involved in any accident or incident while operating any mobile vehicle/ mobile equipment when there is:

- Damage to Commission property estimated to be more than Five Thousand Dollars (\$5,000.00);
- Evidence warranting reasonable suspicion testing;
- Damage to property of third persons;
- Injury to third persons; or,
- Personal injury beyond first aid.

48.1.2(d) Decisions regarding the estimated damage to any Commission mobile vehicle/ mobile equipment or Commission property shall be made by the Risk Management and Safety Office.

48.1.2(e) Testing shall not occur if (a) the accident involves a deer strike; or (b) the accident involves a Commission vehicle that has been struck while either parked or while sitting at a full or complete stop.

48.1.2(f) Following an accident involving a Commission vehicle or other Commission equipment, testing will only be required of the bargaining unit member operating the Commission vehicle or equipment.

48.1.2(g) Bargaining unit members shall be given sixty (60) minutes to consult with the Union after being informed that they will be required to test. This shall not, however, interfere either with the employee being driven to the testing site or with completing the testing within eight (8) hours of the incident.

48.1.3 Return-to-Work

Any bargaining unit member who receives a confirmed positive for controlled substance/alcohol or who has been disciplined for manufacturing, distributing, selling, using or bringing controlled substances and/or alcohol in the workplace or on other Commission property will be required to participate in an unannounced, return-to-duty test for controlled substance/alcohol. Return-to-duty testing will be administered as follows:

48.1.3(a) The bargaining unit member will be notified of the date, time, and place of the test immediately before the required return-to-duty testing.

48.1.3(b) The return-to-duty test will be scheduled following the bargaining unit member's successful completion of any employee assistance service-

recommended treatment program. If the bargaining unit member fails to comply with the recommendations of the employee assistance service, the bargaining unit member will be subject to immediate return-to-duty testing.

48.1.3(c) Bargaining unit member must receive a negative test result before being permitted to return to full duty status. Bargaining unit members who hold a commercial driver's license must have less than 0.02 alcohol-concentration level to receive a negative test result for alcohol. Should the bargaining unit member show a positive result on the return-to-duty test, disciplinary action (up to and including termination) may be initiated. Bargaining unit members who test positive cannot return to full duty and may be subject to automatic retesting within the next thirty-day period. A positive result on a second return-to-duty test will result in termination of employment.

48.1.4 Follow-up Testing

If a bargaining unit member is allowed to return to a safety-sensitive position following a determination by a substance abuse professional that the bargaining unit member is in need of assistance in resolving problems associated with alcohol misuse or drug abuse, the bargaining unit member will be subject to periodic random drug and/or alcohol tests for a period of not less than 12 months and no greater than 60 months.

48.1.4(a) Alcohol Tests - A bargaining unit member will be subject to no less than 6 alcohol tests if the bargaining unit member violated the alcohol prohibitions, refused to be tested, or had an alcohol concentration of 0.04 or greater. Such testing will be unannounced and spread reasonably over the 12 month period. If recommended by the substance abuse professional, testing will continue for an additional period up to 48 months and drug tests will also be conducted.

48.1.4(b) Drug Tests - The bargaining unit member will be subject to no less than 6 drug tests if the bargaining unit member violated the drug prohibition, refused to be tested, or had a confirmed positive drug test result. Such testing will be unannounced and spread reasonably over the 12 month period. If recommended by the substance abuse professional, testing will continue for an additional period up to 48 months and alcohol tests will also be conducted.

48.1.5 Random Testing

The M-NCPPC shall conduct random drug and alcohol testing of all bargaining unit members who are in safety-sensitive positions. Every member in a safety-sensitive position will be in a pool of employees subject to random drug and alcohol testing. For the Trades Bargaining Unit, safety sensitive positions are identified as Equipment Operator, Senior Equipment Operator, Mechanic, Senior Mechanic, Welder, and Senior Welder. Each employee will have an equal chance of selection for testing, and will remain in the pool subject to testing even after being tested. Bargaining unit members will be

selected for testing by the use of a scientifically valid method such as a computer-based random number generator matched with bargaining unit member social security numbers. Random tests will be unannounced and will be spread over the entire calendar year. The number of random tests performed in a twelve-month period will be determined by FHWA regulations. Management agrees to provide MCGEO with a list of members after the testing is completed.

48.1.5(a) Bargaining unit members selected for random tests must proceed to the test site immediately after being notified of their selection. If the bargaining unit member is performing a safety-sensitive function at the time of notification, the supervisor will make arrangements to relieve the bargaining unit member as soon as possible. If a bargaining unit member selected for random testing is on leave at the time of selection, the name of another employee must be selected for testing. If a bargaining unit member's name is removed from the pool and remains unavailable for a selection for random testing for a period in excess of thirty (30) calendar days, the bargaining unit member will be subject to testing upon return to duty.

48.2 Bargaining unit members who refuse to timely submit to a reasonable suspicion, post-accident, return-to-work, follow-up, or random drug/alcohol test shall be immediately suspended without pay pending the conclusion of a review. When the review reflects that the bargaining unit member lacked good cause to refuse the test, the bargaining unit member shall be subject to the appropriate level of discipline up to and including termination.

48.3 Bargaining unit members who show a positive, confirmed result on any test conducted under the reasonable suspicion, post-accident, return-to-work, follow-up or random testing procedures shall be subject to disciplinary action which may include termination. Bargaining unit members who tamper with a drug or alcohol test shall be subject to disciplinary action which may include termination. In addition, bargaining unit members who fail to comply with mandated rehabilitation under this Section shall also be subject to disciplinary action which may include termination. An employee sent for a post-accident or reasonable suspicion test shall not be able to perform safety sensitive duties until the department receives notification from DHRM of the test results. Accidents or incidents that result in post-accident testing shall be documented with a written summary and photographs which, upon request, shall be provided to the Union.

48.4 A termination due to a positive drug test result in violation of a Last Chance Agreement will not be a subject of mediation.

48.5 Bargaining unit members who have been demoted due to a DUI and/or DWI conviction shall be entitled to a one (1) year priority consideration to a vacant, funded position once points are removed from his/her license at the same grade level from which they were demoted.

48.6 When a bargaining unit member tests positive under any of the testing procedures and is thereafter required to take a follow up test before returning to work, the follow up test will not be given until thirty (30) calendar days have passed since the initial test. This shall not preclude the Commission from requiring a test during this thirty (30) day period if an independent reason creates the need for the test.

Article 49 HEALTH BENEFITS

49.1 The parties shall maintain their Committee to assess areas of possible health benefits cost containment. The Committee shall:

49.1.1 Review interim quarterly financial reports and the audited annual report on the health benefit fund.

49.1.2 Expand its meetings to four times per calendar year.

49.1.3 Expand the Committee's areas of review to include utilization trends and other related health benefit issues.

49.1.4 Consist of 3 members appointed by Commission Management and 3 members appointed by MCGEO. Either party may remove or replace its appointees at any time.

49.1.5 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.

49.1.6 Permit either party to make a request of the other, no later than 45 days before a scheduled meeting, for relevant information, unless otherwise statutorily prohibited, within the other party's possession, custody, or control. The response to any request will be provided within 30 days of the request, absent unforeseen circumstances which delay the response.

49.1.7 The Chair of the Committee will rotate each January 1 from a Commission Management designee to a MCGEO designee. The initial Chair shall be the MCGEO designee.

49.1.8 The purpose of the Committee is for the parties to work together (preferably in partnership with other bargaining units) to make observations and/or recommendations to the Commission and MCGEO regarding comprehensive population health management initiatives designed to foster a culture of health within the workforce and integrate health management into benefit plan offerings.

The Committee will address:

- i. Health risk assessments;
- ii. Workplace wellness education initiatives and programs that look at a broad range of initiatives such as exercise/activity level, weight management and nutrition, and smoking cessation;
- iii. Individualized health advising/wellness coaching programs;
- iv. Introduction of targeted disease management initiatives specific to the Commission's insured population;
- v. Predictive modeling;

- vi. Incentives for participation;
- vii. Changes in employee benefits that are seen as achieving cost containment;
- viii. Value-based purchasing/contracting to expand the availability of care management models and reward outcomes;

49.2 If, during the life of this Collective Bargaining Agreement, an insurance benefits provider working with the Commission ceases to exist, ceases to provide a benefit extended to Commission employees, or demands a premium increase in excess of the prevailing market in the local jurisdictions with the Washington CMSA, then the Commission shall not be required to maintain the existing benefit affected by the change. If one of these events occurs, the parties shall negotiate over the replacement of the insurance benefits provider.

49.2.1 Within five (5) business days of receiving formal written notice that a current insurance benefits provider will cease to exist, cease to provide a benefit, or has proposed a premium increase in excess of the prevailing market in the local jurisdictions within the Washington CMSA, the Commission shall notify MCGEO of this fact. Within ten (10) business days of receiving such notification, MCGEO's representatives will meet with the Commission and begin negotiating any changes necessary to the health benefit provisions of the existing Collective Bargaining Agreement.

49.2.2 In the event a Bargaining Unit employee elects to receive a brand medication when a generic medication is available, the employee shall pay the cost difference between the brand and generic medication. In the event a physician requires a brand medication, the Bargaining Unit employee shall not be responsible for the difference in cost. The prescription plan shall incentivize mail-order prescriptions. In the event the employee fills a prescription at retail more than twice, rather than utilizing mail-order, the Bargaining Unit employee shall pay the cost difference. The Commission and MCGEO shall undertake joint orientation sessions on this change in the prescription plan.

49.3 Effective January 1, 2013, the employee contribution for insurance premiums will increase from 15% to 17.5% on all plans other than the lowest cost medical plan and the prescription plan. Both of these plans will stay at a 15% employee contribution. Effective January 1, 2014, the employee contribution for insurance premiums will increase from 17.5% to 20% for all plans other than the lowest cost medical plan and the prescription plan. These plans will remain at 15%. There will be no change in cost share related to the vision plan.

49.4 The Commission agrees that the Group Insurance Fund and Reserves will be used **as follows:**

49.4.1 When Group Insurance Fund Reserves do not exceed ten percent (10%) of Fund Expenditures, the Fund Reserves may be used:

- A)** to stabilize health benefit rate increases;
- B)** to absorb claim losses; and
- C)** to hold the Commission's and the employee's contributions at the rates set forth in Section 49.3.

49.4.2 When Group Insurance Fund Reserves exceed ten percent (10%) of Fund Expenditures, the Commission may use the amount in excess of ten percent (10%) consistent with Section 49.4.1 and/or initiate premium payment "holidays" equating to the amount in excess of ten percent (10%). No partial holidays shall be provided. Notice of each holiday shall be issued at least thirty (30) calendar days prior to the pay date on which the "holiday" is to be provided. When a "holiday" is declared, the Commission will pay both the bargaining unit members' shares and the Commission's share from the Reserve.

49.4.3 Determinations of whether Group Insurance Fund Reserves exceed the ten percent (10%) shall be based on the calculations made during the Commission's review of the Reserves in June of each Plan year, in consultation with the Union, less any proposed budgeted use in accordance with Section 49.4 above.

49.5 The Commission will adjust its Group Insurance Fund Balance Policy. Effective July 1, 2014, the Reserve was increased to seven and one-half percent (7.5%) of Fund expenditures. Effective July 1, 2015, the Reserve shall be increased to eight percent (8.0%) of Fund expenditures. The Reserve shall thereafter be increased by an additional one-half percent (.5%) effective on both July 1, 2016 and July 1, 2017. Effective June 30, 2018, the Reserve shall be increased to ten percent (10.0%) of Fund expenditures.

49.6 The parties agree that the Health Benefits Committee shall meet between September 1, 2020 and November 30, 2020 to address plan changes to eliminate the risk of an ACA Cadillac Plan tax in 2022. If the Committee reaches agreement on steps to be taken, those recommended steps will be forwarded to the Commission and MCGEO for approval. If the Commission and MCGEO agree with the recommended changes, they will be implemented effective January 1, 2022. If the Commission and MCGEO do not agree to the changes, then the parties shall undertake a reopener between January 1, 2021 and March 30, 2021. If the parties fail to reach agreement, then the unresolved issues shall be addressed through interest arbitration.

49.7 Independent of the events described in Section 49.2 above, nothing prevents the Commission from changing the insurance providers which it utilizes to provide health benefits; however, the current benefit levels set forth in Article 61 shall be maintained.

49.8 In an effort to contain health benefit costs and retain the current program, the Commission shall provide the Union information received from carriers in the market place related to any rate changes or mandated plan changes. This information will, unless not available, be provided to the Union in July of each calendar year. During the 30 days after receiving this information, the parties will negotiate over the mandated plan changes. These negotiations shall not continue past August 30 of the calendar year and shall not delay the Commission's approval of any rate changes, mandated plan changes or other rate-related plan changes.

49.9 The Commission agrees to provide domestic partner coverage under its health insurance benefits, as certified by the Commission's procedures.

49.10 The Commission shall incorporate a health benefit comparison as Attachment E in the Appendix to the Agreement. This comparison attachment shall be updated annually. If the Commission makes a health benefit change for general service employees, then the parties shall reopen negotiations on those areas of health benefit changes.

49.11 Existing health benefits are as follows:

- 49.11.1** One point of service (POS) plan
- 49.11.2** Two health maintenance organization plans
- 49.11.3** One dental care plan
- 49.11.4** One vision care plan
- 49.11.5** One prescription plan

49.12 For all employees hired after January 2013, a credit for service requirement exists to be eligible for retiree health insurance benefits. The requirement involves the following graduated scale:

| Service | Employer | Employee |
|---------|----------|----------|
| 10 | 50 | 50 |
| 11 | 51.5 | 48.5 |
| 12 | 53 | 47 |
| 13 | 54.5 | 45.5 |
| 14 | 56 | 44 |
| 15 | 57.5 | 42.5 |
| 16 | 59 | 41 |
| 17 | 60.5 | 39.5 |
| 18 | 62 | 38 |
| 19 | 63.5 | 36.5 |
| 20 | 65 | 35 |
| 21 | 66.5 | 33.5 |
| 22 | 68 | 32 |
| 23 | 69.5 | 30.5 |

| | | |
|----|----|----|
| 24 | 72 | 28 |
| 25 | 75 | 25 |

49.13: The Commission will schedule educational seminars during the open enrollment period where insurance representatives from each plan will be present to explain the following:

1. Member coverage;
2. Plan designs; and
3. Plan costs.

49.14: During the Fiscal Year 2020 re-opener the parties shall address the percentage cost share for insurance premiums set forth in Section 49.3.

**Article 50
EMPLOYEE LIABILITY**

The nature and extent to which the M-NCPPC shall provide legal representation and immunity to a bargaining unit member in an action alleging damages for tortious acts or omissions committed by the bargaining unit member within the scope of his or her employment shall be determined by the provisions of Section 5-402 of the Courts and Judicial Proceedings Title of the Maryland Annotated Code.

**Article 51
DEPARTMENT WORK RULES**

The Union must be given no less than a thirty (30)-day notice of work rule changes. The Union shall have the opportunity during that 30-day period to bargain over any negotiable 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. 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 Commission concerning the subject work rule change within ten (10) business days of receiving notice.

Article 52
OCCUPANCY OF COMMISSION HOUSES

52.1 As a condition of employment and as a convenience to the Commission, a department head may require a bargaining unit member, because of special responsibilities in connection with his/her employment, to occupy housing on Commission premises, provided:

52.1.1 the residence is located in an area, park, or site where a significant portion of the bargaining unit member's duties are performed, or

52.1.2 the residence is located in an area, park, or site where the Commission conducts a significant portion of its official responsibilities.

Article 53
TEMPORARY HELP

Temporary help shall not be used to permanently supplant career bargaining unit positions. The parties agree that the application of this provision will be prospective and that analysis of the question of permanently supplanting a position will be based upon events that occur after the ratification of this Agreement. The terms of this provision shall not apply to any employees funded by state, federal, or private grants. For purposes of this section, permanent is defined as filling a position with temporary help for a period in excess of two (2) years.

Article 54
TUITION ASSISTANCE

Each bargaining unit member shall be eligible for yearly tuition assistance totaling One Thousand Eight Hundred Dollars (\$1,800) maximum per fiscal year, depending upon the availability of funds. The employee must remain employed for at least 2 years after completion of the course funded in whole or part by the Commission, or pay back the Commission a pro-rated portion of the funds received.

- (a) The Commission may approve tuition assistance for unit member development related to the unit member's current job functions or career ladder in the same job series or profession
- (b) The Commission may approve tuition assistance for unit member who is working toward a degree in a field of study that will prepare him/her to make a career change to another position within the Commission.

- (c) The Employee must receive approval from the Department Director prior to submitting tuition assistance request to the HR Office for review.
- (d) The Commission may approve tuition assistance towards education and training to obtain a professionally recognized certificate, or an accredited post-secondary education degree.
- (e) Colleges and Universities attended with tuition assistance funds must be accredited by a recognized accrediting agency.
- (f) All other short term training programs must relate to the employee's current job or career ladder in the same job series or job profession.
- (g) The Commission may approve tuition assistance for tuition payments only. The Commission will not approve tuition assistance for examination fees and compulsory fees such as matriculation, registration, laboratory, and library fees.
- (h) The Commission will not approve credit by examination courses (Courses in which credit is obtained solely by taking an examination).
- (i) The Commission will not approve tuition assistance for books, supplies, or extra fees such as late registration or library book returns, parking, travel, food, lodging, and other costs incidental to the credit courses.
- (j) The Commission will continue the practice of not approving a tuition assistance benefit when the employee is receiving tuition payment/reimbursement for the same educational activity under other programs such as scholarships, veteran's benefits, grants, etc.
- (k) All classes approved for tuition assistance must be held in the United States.
- (l) The Commission will not reimburse for courses which are primarily recreational, or utilize a specific faith-based method as a primary approach to problem solving or treatment.
- (m) Tuition assistance is available on a first-come, first-served basis until all authorized funding has been obligated.
- (n) Employees receiving tuition assistance must attend the activities for which they are receiving tuition assistance during their off-duty hours.
- (o) An employee who received tuition assistance must complete the training with a passing grade, or the employee must reimburse the Commission for the amount of the Commission's tuition assistance. Final grades or certificate of completion must be provided to the HR Office upon completion of the course.
- (p) The tuition assistance does not have to be repaid if the employee dies or qualifies for benefits on the Commission's long term disability benefit program due to a work-related injury or illness. The Commission may waive repayment of tuition assistance in other extenuating circumstances.

Article 55 JURY DUTY

Bargaining unit members covered by this Agreement serving as a member of any jury shall be permitted to be absent from Commission duty without loss of pay and without

charge against any of the bargaining unit member's accrued leave. The department head shall approve the request for administrative leave upon receipt of a notice for jury duty. The bargaining unit member shall be allowed to retain all monies paid by the government for jury duty. Administrative leave for jury duty may be granted up to the number of hours in the bargaining unit member's scheduled work day. If, after reporting for jury duty, it is determined the bargaining unit member's services are not required for that schedule work day, the bargaining unit member is required to return to Commission duties for the remainder of the work day.

Article 56 RECORDS

56.1 All reprimands contained in central personnel files shall become null and void after a period of one (1) year unless they are a part of a record of progressive or continuing discipline.

56.2 A bargaining unit member or designee thereof has the right to review his/her file(s) upon request and at the time and place mutually convenient to the custodian. Bargaining unit members 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.

56.3 The custodian of medical records may determine that certain medical information will only be released through the physician or attorney of the bargaining unit member upon receipt of a signed release from the bargaining unit member.

56.4 The Employer agrees to remove and destroy adverse material as requested by a bargaining unit member. Written reprimands contained in the "Official Record" shall be limited to one (1) year. Disciplinary actions contained in the "Operating" departmental record shall be limited to two (2) years. Adverse material in a supervisory file shall be limited to twelve (12) months. The Employer shall not be required to remove and destroy adverse materials when those materials constitute part of a record of a progressive or continuing discipline.

56.5 All disciplinary actions issued to a bargaining unit member become null and void in accordance with 56.1 and 56.4 above.

Article 57 NOTIFICATION AND AUTHORIZATION FOR ATTENDING COMMISSION MEETINGS

56.6 Authorized bargaining unit members scheduled to attend Commission meetings or other bilateral committees the parties agree to convene, will be allowed to attend such

meetings on Commission time at no loss of pay or benefits. Bargaining unit members attending such meetings which cause them to be absent from their work assignment shall notify supervisors three (3) days in advance.

**Article 58
BULLETIN BOARD SPACE**

The M-NCPPC agrees to provide space to permit the Union to place ten per bargaining unit bulletin boards in each county to be used for the posting of bargaining unit member notices. The parties agree to meet and talk if the Union perceives a need for additional bulletin boards. Any material which is placed on the Union bulletin board space that is in any way detrimental to the labor-management relationship may be removed by either party.

**Article 59
COPIES OF CONTRACT**

The Commission shall provide one (1) copy of this Agreement to each bargaining unit member covered by the Agreement and three (3) copies to the Union. The Commission will also provide one (1) copy to each new bargaining unit member hired after the initial distribution. Any additional copies of the contract will be purchased as necessary by the Commission, the Union, or an individual bargaining unit member at its/his/her own expense. Within thirty (30) days of full ratification/execution, Management shall provide a draft of the Collective Bargaining Agreement to MCGEO. Printing and distribution of the Collective Bargaining Agreement shall occur within forty-five (45) days after hearing from MCGEO on the draft.

**Article 60
PROTECTION FROM COMMUNICABLE DISEASES**

60.1 Unit Members shall receive medical testing when they believe that they have been exposed in the workplace to such diseases as AIDS, tuberculosis, hepatitis, rabies, poison ivy, poison oak, sumac or any other communicable disease. Further, when workplace exposure to hepatitis or rabies has occurred, the Commission shall provide any medically necessary inoculation. The costs for such tests and inoculations shall be payable by the Commission or otherwise compensable in accordance with existing Workers' Compensation benefits.

60.2 The Commission shall make Lyme's Disease inoculations available to all bargaining unit members who have a high risk of exposure to ticks in the performance of their duties.

60.3 The Commission agrees to cover the cost of the co-pay for any employee who obtains the flu vaccination.

**Article 61
MAINTENANCE OF STANDARDS**

61.1 All current, active career bargaining unit members shall retain the following benefits and conditions previously in effect between the parties, as set forth below:

- 61.1.1** Deferred compensation
- 61.1.2** Practice 6-10, Policies and Procedures Governing Commission Passengers Vehicles
- 61.1.3** Administrative Procedure 3-02 Alternative Commuting Resources
- 61.1.4** Payroll savings program
- 61.1.5** Direct payroll deposit
- **61.1.6** Professional license reimbursement (i.e., CDL, Pesticide Application, etc.)
- 61.1.7** Prescription safety glasses
- 61.1.8** Hearing/pulmonary/cholinesterase screening
- 61.1.9** Water coolers on work vehicles/equipment
- 61.1.10** Job sharing
- 61.1.11** Credit Union
- 61.1.12** Blood bank
- **61.1.13** Adult Basic education/literacy training
- **61.1.14** Child care referral program
- +**61.1.15** Practice 3-10, Expense Reimbursement for Travel, Meeting and, Conferences
- **61.1.16** Wellness and Safety-related activities
- *61.1.17** Health benefit premium cost sharing consistent with Section 49.3 of this Agreement
- 61.1.18** Optical benefits
- 61.1.19** Dental benefits
- 61.1.20** Prescription drug benefits
- 61.1.21** Health and hospitalization benefits
- 61.1.22** Group life insurance benefits
- 61.1.23** Long-term disability benefits
- 61.1.24** Accidental death and dismemberment benefits
- *61.1.25** Retirement Benefits
- 61.1.26** Bloodborne pathogens standard 29 C.F.R. 1910.1030
- 61.1.27** The Reclassification Certification Program, effective March 1, 2005.

*Does not include employee or employer premium rates for health benefits or contribution rates for the bargaining unit member's retirement plan.

**The maintenance of these existing practices and procedures is subject to budget limitations except as items 6 and 15 are mandated by M-NCPPC.

+If and when the Commission adjusts the reimbursement rate for use of personal automobile for other Commission employees, then the rate applicable to this bargaining unit shall be increased to the same level.

Article 62 PROFESSIONAL MEMBERSHIP PAYMENTS

One-half (1/2) of one (1) professional membership paid by an individual bargaining unit member will be reimbursed by the Commission each year provided the membership is job-related and beneficial to the Commission. Exceptions to the limitation may be permitted to those bargaining unit members whose functions require membership in professional organizations and associations on a statewide or bi-county basis. Consistent with Article 61, Section 6, the Commission will continue to reimburse employees for the cost of obtaining and maintaining any license or certification; i.e., CDL, pesticide application, etc., required by the employee's classification specification.

Article 63 TERMINATION OF EMPLOYMENT

63.1 The termination of employment of a Merit System employee may be voluntary or involuntary.

63.2 Resignation

Resignation is the voluntary separation of a Merit System employee. A Merit System employee may be given the option of resigning when a disciplinary action is pending, but may not be coerced to resign in lieu of a disciplinary action.

63.2.1 An employee is required to give the supervisor at least a 14-calendar-day advance written notice of intention to resign. Failure to give such notice may result in the employee being declared unacceptable for future Commission employment. A Department Head may grant an exception to the advance notice requirement for reasonable cause.

63.2.2 If the Department Head determines that the employee has failed to comply with the advance notice request or is unsuitable for future Commission employment, the employee shall be given a written notice of the action and will be considered separated - not in good standing. The notice shall state the reasons for the action, the right to reply and the right of the employee to appeal pursuant to Article 12.

63.3 Dismissal

A Merit System career employee may be dismissed for reasons that include abandonment of position, for cause, or an unsatisfactory performance evaluation as determined by the Commission's Performance Management Program.

63.4 Dismissal- Abandonment of Position

Failure to report to work as scheduled for a period of three consecutive work days without prior approval or without notifying the supervisor may be cause for a Merit System career employee to be dismissed. (See Article 32, Discipline.)

63.5 Reduction-in-Force

Article 29 shall be used for terminations due to a reduction-in-force.

63.6 Separation – Disability

The employment of a Merit System career employee who becomes permanently disabled and unable to perform the essential duties of his/her position may be terminated.

63.6.1 The Commission shall make a reasonable effort to assist the employee in regaining full-time work capability. These efforts may include reassignment to another available position, vocational rehabilitation.

63.6.2 The employee may be required to undergo a medical examination by a licensed physician selected by the Commission as needed to make a determination of continued disability status.

63.7 Separation – Death

The receipt of a death certificate of a deceased Merit System career employee authorizes the Department Head to notify the Human Resources Director (Human Resources Division) to begin all associated procedures. The Human Resources Director shall notify the designated beneficiary that the payment of all salary due and payment of any unused accumulated annual leave and unused accumulated compensatory leave (as set forth in Article 14 and Section 5.10) is available. Payment shall be made to the estate of the deceased upon receipt of a claim from a party or parties of the estate, accompanied by sufficient proof of right to such payment.

Article 64 LONG TERM DISABILITY (LTD)

64.1 The parties shall attach the LTD plan summary as an appendix to the Contract.

64.2 Disability benefits provided by the LTD program shall be increased annually by (50%) of the increase in the Washington Metropolitan region as determined by

the U.S. Department of Labor. The annual increase shall not exceed five percent (5%). In years when bargaining unit members do not receive a COLA, the annual increase shall not exceed two percent (2%).

64.3 Bargaining unit members receiving disability benefits shall be allowed to continue in the Commission's health, dental, vision, prescription drug and life insurance programs as if they were still actively employed.

64.4 Bargaining unit members within five business days from the determination of disability may request in writing payment in full for all unused annual, compensatory and personal leave. Payment will be made in the pay period following the request.

64.5 The waiting period for LTD benefits shall be no more than one hundred and twenty (120) days after the initial date of illness or injury.

64.6 The maximum monthly benefit under the LTD program shall be five thousand five hundred dollars (\$5,500.00).

64.7 The Commission shall offer access to the LTD benefits through an insurance program with an insurance carrier, through a self-insurance program, or through a combination of both. This selection shall be at the Commission's option. The Commission may contract with an outside insurance carrier to make all determinations concerning disabilities. If an outside carrier makes a determination, the employee affected will have the right to appeal the decision with the carrier and contest the determination in a court of competent jurisdiction.

64.8 For any disabled employee, the Commission reserves the right to obtain, at its own expense, reasonable and relevant information certifying an employee's continuing disability. Generally, the Commission may not require a medical examination, by a physician selected by the Commission, more than once a year. More frequent medical examinations can, however, be required (1) as part of any workers compensation proceeding, or (2) due to the existence of probable cause, explained by the Commission in writing, that a material change has occurred in the employee's condition. If the disability determination of the Commission-selected physician differs from that of the employee's treating physician, the Commission may require, at its own expense, that the employee submit to an independent medical exam ("IME") by a physician mutually agreed upon by the Commission and the employee. The decision of the IME is binding upon the parties. The Commission also may require the disabled employee to provide in a reasonable manner, but no more often than once every six months, relevant financial information, including financial statements on employment or self-employment, or other relevant records that reasonably may provide further information on the employee's disability status.

64.9 If an employee is a suitable candidate for rehabilitation, he or she is required to participate in a "Rehabilitation Plan." Failure to participate in the Plan may result in termination of Health Benefits and a possible termination from the Commission. This will apply to all employees in active service as well as employees who are currently receiving LTD Benefits. The Commission must provide the employee with written notice of his or her obligation to participate in a Rehabilitation Plan and the penalty for failing to do so. No employee may lose his or her right to any benefits provided by the Commission unless the employee has been provided at least 30 days from the receipt of the notice to inform the Commission or the LTD carrier of his or her intentions regarding participation in the proposed Rehabilitation Plan. The form and the manner of the Commission's notice shall be determined in consultation with MCGEO. In addition, if the employee's treating physician determines that the proposed Rehabilitation Plan is not reasonable or appropriate for the employee and so informs the Commission in writing, the employee may not be required to undergo the Rehabilitation Plan, provided that, the Commission may require, at its own expense, that the employee submit to an independent medical exam ("IME") by a physician mutually agreed upon by the Commission and the employee to determine whether the proposed Rehabilitation Plan is reasonable and appropriate. The decision of the IME is binding upon the parties, as to the proposed rehabilitation plan; however, it does not preclude the creation of another proposed rehabilitation plan for the employee.

64.10 When an employee becomes disabled for more than six months, he or she must, with the assistance of the Commission or its agent, apply for Social Security Disability ("SSD") and cooperate in a reasonable manner with the LTD carrier to obtain approval of benefits. If SSD is denied, the employee must cooperate in a reasonable manner with the LTD carrier and/or the Commission to appeal the decision. Failure of the employee to cooperate in a reasonable manner will result in termination of Health Benefits and possible termination from employment from the Commission. Provided that, the Commission or its Agent Carrier must provide the employee with written notice of his or her obligation to apply for SSD and to cooperate with the LTD carrier and/or the Commission in pursuing SSD benefits and the penalty for failing to do so. No employee may lose his or her right to any benefits provided by the Commission unless the employee has been provided at least 30 days from the receipt of the notice to cooperate reasonably in pursuing SSD benefits. The form and the manner of the notice required by this paragraph shall be determined in consultation with MCGEO.

64.11 If an employee is disabled for more than twenty-two (22) workdays, any holiday shall be considered a day of disability and not a holiday.

64.12 As set forth in the Employee Retirement System Plan Documents, an employee on LTD will continue to accrue free credited service under the employees applicable retirement program, until the employee reaches his/her normal retirement date.

64.13 An employee who has provided the Commission with fraudulent written information regarding his or her disability or employment status, shall be subject to discipline up to

and including loss of Health Benefits and termination of employment. No employee shall be subject to such discipline until after he or she has been provided with ten (10) days notice of the Commission's intent to act.

64.14 Any employee who fails to appear for a rescheduled IME will have the actual cost of the IME or the "no show fee" (whichever is less) deducted from his or her wages, up to a maximum \$150.00, unless the employee establishes that there was reasonable justification for failing to appear.

Article 65 RETIREMENT

Effective July 1, 2007, MCGEO's President shall appoint the MCGEO trustee serving on the M-NCPPC Employee Retirement System Board of Trustee.

65.1 Current Retirement Plan

65.1.1 Effective July 1, 2012, the employee retirement contribution shall increase by one-half of one percent (.5%). Effective the first full pay period following July 1, 2014, the employee retirement contribution shall increase by a second one-half of one percent (.5%), provided employees receive a one-time bonus (or some combination of Lump Sum, COLA, and/or Merit Increase) of Two Thousand Dollars (\$2,000) or more in Fiscal Year 2015.

65.1.2 If the one-half of one percent (.5%) increase does not occur on July 1, 2014, then it shall be deferred to July 1, 2015, or any future first full pay period following a future July 1, and will remain contingent on employees receiving a combination of lump sum, COLA, and/or Merit Increase of Two Thousand Dollars (\$ 2,000.00) or more in a fiscal year.

65.1.3 The COLA for the current pension plan shall be capped after July 1, 2012, at a maximum of 2.5%.

65.1.4 The Commission will eliminate the negative COLA for both past and future credited service.

65.2 New Retirement Plan

All employees hired after January 1, 2013 shall participate in a new defined benefit plan with the following key provisions:

Average Annual Earnings—High consecutive five (5) years;
Vesting--Ten (10) years;
Employee Contribution Rate-Four percent (4%) up to the social

security wage base and then Eight percent (8%) on the excess;
Normal Retirement—Age sixty-two (62) and ten (10) years of service or Thirty (30) years of service;
Early Retirement —Age fifty-seven (57) and fifteen (15) years of service or twenty-five (25) years of service regardless of age;
Multiplier--No change;
COLA—CPI up to a cap of two and one-half percent (2 1/2%);
Sick Leave Balances—Sick leave will be used in the same manner as permitted under the current plan; and
Negative COLA--The Commission will not include a negative COLA in the plan.

Article 66 INDIVIDUAL AGREEMENTS

The parties recognize the general principle that the Commission 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. This general rule does not, however, apply in those instances in which the employee has declined Union representation in a disciplinary action, or in those instances when an employee has filed a Fair Employment Practices charge with a federal, state or local employment discrimination agency.

In settling an employment discrimination charge filed with a Fair Employment Practices agency, the Commission agrees that the settlement cannot include changes to terms and conditions of employment affecting anyone other than the individual complainant. If successful negotiation of such a complaint requires such a change, then the Commission will obtain the consent and/or concurrence of the Union with respect to those changes.

Article 67 SIDEBAR AGREEMENTS

Bargaining unit members shall be covered by all applicable side bar agreements. Prior to execution of a new Agreement, the parties shall review and confirm the continuing viability of all existing side bar agreements.

**Article 68
CIVIL LITIGATION**

To the extent required by the Local Government Tort Claims Act (LGTCAs), Sections 5-401 through 5-404 of the Courts & Judicial Proceedings Article of the Annotated Code of Maryland, the Commission "shall be liable for any judgment against its employee for damages resulting from tortuous acts or omissions committed by the employee within the scope of employment with the" Commission. This section is not intended to expand, reduce or change any rights provided by the LGTCAs as it now exists or as it may be amended in the future.

**Article 69
GAIN SHARING**

The parties shall establish a study group consisting of the President of Local 1994 and two (2) other Union representatives as well as the Executive director and two (2) other Management representatives.

- 1) Evaluate the Commission's operating budget to identify potential budget savings that will not adversely impact current services;
- and
- 2) Evaluate the Union's September 25, 2008 proposal on gain-sharing
 - 3) Establish a plan for distribution of the gain among the responsible team members and for use as professional development

Any employee team that identifies a savings shall receive fifty (50) percent of the first year's savings-no matter the amount-as a one-time bonus payment, with each team member receiving the same amount. The remaining fifty percent gain from the first year of savings shall be used for professional development (e.g. training) as established at the onset of the gain-sharing effort by the team.

The study group's charge shall be to identify potential cost savings and/or productivity/efficiency enhancements/improvements in the above referenced categories. The study group shall make recommendations as savings are identified but no later than December 29, 2011. No cost savings or efficiency recommendations shall be unreasonably denied by the parties. The parties shall have a budget up to \$150,000 to procure the services of a consultant(s) who are experts in the areas referenced above. Any savings realized will be used first to reimburse the amount incurred to engage the services of the consultants.

**Article 70
FAMILY MEMBER SUPERVISION**

The M-NCPPC shall prohibit family members from serving in the same chain of command. For purposes of this Article, family member shall be defined as the bargaining unit member's parent, step-parent, guardian, grandparent, spouse, domestic partner, child, step-child, mother-in-law, father-in-law, brother, sister, aunt, uncle, niece, nephew, cousin, or domestic partner's parent.

**Article 71
ORIENTATION**

The Commission will notify the Union when a new employee orientation takes place and will provide MCGEO with a list of prospective bargaining unit members to be oriented prior to the scheduled orientation.


As a participant at the orientation, MCGEO will be allotted twenty (20) minutes to make a presentation. Employees being hired that will not be in the bargaining unit may be excused prior to MCGEO's presentation.

* * * * *

IN WITNESS WHEREOF, the parties hereto have caused their names to be subscribed by their duly authorized officers and representatives this ___ day of August 2018.

**United Food and Commercial Workers
Union, Local 1994/Municipal and
County Government Employees
Organization**

**The Maryland-National Capital Park &
Planning Commission**

By: 
Gino Renne, President

By: 
Patricia C. Barney,
Executive Director

MEMORANDUM OF UNDERSTANDING

Both sides recognize that they have agreed to disagree with respect to whether there is any obligation to negotiate a change in the Reduction in Force Merit Rule provisions. The Union asserts that such a change is a mandatory subject of bargaining. The Commission asserts that such a change is a component of the statutory Management Rights clause and, thus, not subject to negotiation. Having agreed to disagree, both sides reserve the right to maintain their position and address this issue at a later date. Both sides further agree that they will not assert that any portion of the Collective Bargaining Agreement, any proposal during negotiations, or the fact that a matter has not been addressed in the Collective Bargaining Agreement either supports their position or undermines the other side's position on this issue.

Municipal and County Government
Employees Organization/United
Food and Commercial Workers, Local
1994, AFL-CIO

The Maryland-National Capital Park &
Planning Commission

By: *Gino Renne*
Gino Renne
President

By: *Elizabeth M. Hewlett*
Elizabeth M. Hewlett
Chairman

By: *William H. Hussmann*
William H. Hussmann
Vice Chairperson

Attachment B

M-NCPPC

**ACTIVE EMPLOYEES
MEDICAL PLAN COMPARISON CHART
(2018)**

Medical Plans Comparison Chart

| Plan Features | Kaiser Permanente HMO Plan | UnitedHealthcare Select EPO Plan | UnitedHealthcare (UHC) Choice Plus Point-of-Service (POS) Plan | |
|--|---|---|---|---|
| | | | UHC Choice Plus POS In-Network Benefits | UHC Choice Plus POS Out-of-Network Benefits |
| Annual Deductible | No Deductible | No Deductible | No Deductible | \$250 Individual \$500 Two Member \$600 Family |
| Annual Out-of-Pocket Limit <i>(The limit on your out-of-pocket expenses, not including deductibles & disallowed charges)</i> | \$1,100 Individual \$3,600 Family Includes co-pay | \$1,100 Individual \$3,600 Family Does not include co-pay | \$600 Individual \$1,200 Two Member \$1,800 Family Combined In and Out of Network Does not include co-pay | \$600 Individual \$1,200 Two Member \$1,800 Family Deductible not included Combined In and Out of Network |
| Lifetime Maximum | Unlimited | Unlimited | Unlimited | Unlimited |
| Pre-existing Condition Limitation | No Effective 01/01/2014 | No Effective 01/01/2014 | No Effective 01/01/2014 | No Effective 01/01/2014 |
| Referrals Required | Yes, must be referred to specialists by your Kaiser Primary Care Physician. | No, but must use a UHC Select EPO provider | No, but must use a UHC Choice Plus POS provider | No |

Medical Plans Comparison Chart

| Plan Features | Kaiser Permanente HMO Plan | UnitedHealthcare (UHC) Choice Plus Point-of-Service (POS) Plan | |
|---|----------------------------|---|--|
| | | UnitedHealthcare Select EPO Plan | UHC Choice Plus POS In-Network Benefits UHC Choice Plus POS Out-of-Network Benefits |
| <p>Pre-Authorization Required</p> <p><i>This list does not include all services requiring pre-certification. These are only examples based on common procedures, treatments, and services. If your physician recommends an unusual procedure or service, you should contact your health plan's customer service for guidance.</i></p> | N/A | <ul style="list-style-type: none"> • All inpatient admissions and non-obstetric observation stays: • Back surgery • Biofeedback • Dental services when done on an in-patient basis • Durable medical equipment • External Prosthetic Appliances • Home Health Care/Home Infusion Therapy • Injectable Drugs • Maternity stays longer than 48 hours (vaginal delivery) or 96 hours (cesarean section) • Mental Health & Substance Abuse Services • MRIs/MRAs, CT Scans and PET Scans • Nonemergency ambulance service • Potentially experimental and investigational procedures • Potentially cosmetic or reconstructive procedures • Speech Therapy • Transplant Services • Requests for in-network coverage of services from out-of-network health care professional <p><i>(if your plan only covers services from participating health care professionals). In most cases, if you are using an in-network provider it is the provider's responsibility to obtain the prior approval, but it would be in your best interest to make certain that it is done as coverage may be reduced or denied.</i></p> | |

Medical Plans Comparison Chart

| UnitedHealthcare (UHC) Choice Plus Point-of-Service (POS) Plan | | | | |
|--|----------------------------|--|--|--|
| Plan Features | Kaiser Permanente HMO Plan | UnitedHealthcare Select EPO Plan | UHC Choice Plus POS In-Network Benefits | UHC Choice Plus POS Out-of-Network Benefits |
| PREVENTIVE CARE | | | | |
| Adult Physical Exams *Charges may apply for diagnostic tests. | \$0 co-pay | \$0 co-pay 1 exam every 12 months | \$0 co-pay 1 exam every 12 months | Covered 80% of allowed benefit (deductible applies) 1 exam every 12 months |
| Annual GYN Exam (including Pap test & related lab fees) *Charges may apply for diagnostic tests. | \$0 co-pay | \$0 co-pay | \$0 co-pay | Covered 80% of allowed benefit (deductible applies) |
| Flu Shots | \$0 co-pay | \$0 co-pay | \$0 co-pay | Covered 80% of allowable benefit. (deductible applies) |
| HPV Vaccine (Human papillomavirus) For recommended age groups. | \$0 co-pay | \$0 co-pay | Coverage only for at risk members Limitations apply \$0 co-pay | Coverage only for at risk members Limitations apply Covered 80% of allowable benefit, (deductible applies) |
| Immunizations | \$0 co-pay | Covered if recommended by the Advisory Committee on Immunization Practices of the Centers for Disease Control. \$0 co-pay | Covered if recommended by the Advisory Committee on Immunization Practices of the Centers for Disease Control. \$0 co-pay | Covered if recommended by the Advisory Committee on Immunization Practices of the Centers for Disease Control. Covered 80% (deductible applies) |

Medical Plans Comparison Chart

| Plan Features | UnitedHealthcare (UHC) Choice Plus Point-of-Service (POS) Plan | | | |
|---|--|--|--|---|
| | Kaiser Permanente HMO Plan | UnitedHealthcare Select EPO Plan | UHC Choice Plus POS In-Network Benefits | UHC Choice Plus POS Out-of-Network Benefits |
| | PREVENTIVE CARE (CONTINUED) | | | |
| Mammography (Over Age 40) | \$0 co-pay | Covered at 100% | Covered at 100% | Covered 80% of allowed benefit (deductible applies) |
| Preventive Care Infants to age 1 Toddlers Ages 1-2 Children Ages 3-18 | \$0 co-pay | \$0 co-pay | \$0 co-pay | Covered 80% of allowed benefit (no deductible) Covered 80% |
| PSA Blood Serum Digital | \$0 co-pay | Member cost is based on the type of service performed and place where rendered | Covered 100% Limited to 1 per calendar year | of allowed benefit (deductible applies) Limited to 1 per calendar year |
| Zoster (a shingles vaccine) For age 60 and older only | \$0 co-pay | \$0 co-pay | \$0 co-pay | Coverage only for at risk members Limitations apply Covered 80% of allowable benefit, (deductible applies) |
| OFFICE VISITS, TESTING & THERAPY | | | | |
| Allergy Injection Visits | \$0 co-pay | \$10 co-pay | Covered 100% Office co-pay applies if seen by doctor for an office visit | Covered 80% of allowed benefit (deductible applies) |
| Allergy Tests | \$0 | \$10 co-pay | Covered 100% Office co-pay applies | Covered 80% of allowed benefit (deductible applies) |

Medical Plans Comparison Chart

| Plan Features | Kaiser Permanente HMO Plan | UnitedHealthcare Select EPO Plan | UnitedHealthcare (UHC) Choice Plus Point-of-Service (POS) Plan | |
|--|---|--|---|--|
| | | | UHC Choice Plus POS In-Network Benefits | UHC Choice Plus POS Out-of-Network Benefits |
| OFFICE VISITS, TESTING & THERAPY (CONTINUED) | | | | |
| Diagnostic Lab & X-ray Services (MRI, CAT Scan and Pet Scan require prior authorization) | \$0 co-pay | 100% | Covered 100% Office co-pay applies | Covered 80% of allowed benefit (deductible applies) |
| Habilitation Services (Benefits are limited to children under age 19. Require prior authorization and subject to case management.) | \$10 co-pay | \$10 co-pay | \$10 co-pay | Covered 80% of allowed benefit (deductible applies) |
| Office Based Surgery | \$10 co-pay | \$10 co-pay | Covered 100% Office co-pay applies | Covered 80% of allowed benefit (deductible applies) |
| Office Visits | \$10 co-pay PCP *PCP co-pay waived for child under age 5 if treated for injury or illness \$10 co-pay Specialist | \$10 co-pay | \$10 co-pay | Covered 80% of allowed benefit (deductible applies) |
| Rehabilitation: <i>Physical, Occupational, Speech Therapy</i> | \$10 co-pay Physical Therapy - 30 days per episode Occupational Therapy - 90 days per episode Speech Therapy - 90 days per episode | \$10 co-pay (Limited to 60 combined visits per year) | Covered 100% Limited to 90 days per year per type of treatment Combined In & out of network | Covered 80% of allowed benefit, 90 days per year per type of treatment (deductible applies) Combined in & out of network |

Medical Plans Comparison Chart

| Medical Plans Comparison Chart | | | | |
|---|--|---|---|--|
| Plan Features | Kaiser Permanente HMO Plan | UnitedHealthcare Select EPO Plan | UnitedHealthcare (UHC) Choice Plus POS | UHC Choice Plus POS Out-of-Network Benefits |
| EMERGENCY AND URGENT CARE | | | | |
| Ambulance Services (Non-emergency use requires prior authorization) | \$0 co-pay for true emergency use only. This is for emergency services required to stabilize or initiate treatment in an emergency, not to transfer from one facility to another | Covered 100% For true emergency use only. This is for emergency services required to stabilize or initiate treatment in an emergency, not to transfer from one facility to another | Covered 100% For true emergency use only. This is for emergency services required to stabilize or initiate treatment in an emergency, not to transfer from one facility to another | Covered 80% of allowed benefit For true emergency use only. This is for emergency services required to stabilize or initiate treatment in an emergency, not to transfer from one facility to another (deductible applies) |
| Emergency Room use for a medical emergency (Facility & Physician Charges) | \$25 co-pay for emergency room. If admitted to the hospital from the emergency room, then the co-pay is waived Contact PCP before receiving care whenever possible | \$25 co-pay for emergency room. If admitted to the hospital from the emergency room, then the co-pay is waived Contact PCP before receiving care whenever possible | \$35 co-pay for emergency room. If admitted to the hospital from the emergency room, then the co-pay is waived Contact PCP before receiving care whenever possible | Covered at the In-Network level Contact PCP before receiving care whenever possible |
| Emergency Room use for a Non-Medical Emergency | Not Covered | Not Covered | Not Covered | Not Covered |
| Urgent Care Centers | \$15 co-pay | \$15 co-pay | \$10 co-pay | Covered 80% of allowed benefit (deductible applies) |
| IN-PATIENT & OUT-PATIENT HOSPITAL | | | | |
| In-patient Diagnostic Tests (Prior Authorization Required) | Covered 100% | Covered 100% | Covered 100% | Covered 80% of allowed benefit (deductible applies) plus a separate \$100 in-patient deductible |

Medical Plans Comparison Chart

| Plan Features | Kaiser Permanente HMO Plan | UnitedHealthcare Select EPO Plan | UnitedHealthcare (UHC) Choice Plus Point-of-Service (POS) Plan | |
|--|---------------------------------------|--|---|---|
| | | | UHC Choice Plus POS In-Network Benefits | UHC Choice Plus POS Out-of-Network Benefits |
| IN-PATIENT & OUT-PATIENT HOSPITAL (CONTINUED) | | | | |
| In-Patient Hospital Facility Charges (Overnight Stay) (Prior Authorization Required) | Covered 100% | Covered 100% | Covered 100% | Covered 80% of allowed benefit (deductible applies) plus a separate \$100 in-patient deductible |
| In-Patient Physician Visits | Covered 100% | Covered 100% | Covered 100% | Covered 80% of allowed benefit (deductible applies) |
| In-Patient Surgery (Prior Authorization Required) | Covered 100% | Covered 100% | Covered 100% | Covered 80% of allowed benefit (deductible applies) plus a separate \$100 in-patient deductible |
| Organ Transplant (Prior Authorization Required) | Covered 100% at a designated facility | Covered 100% at a designated facility | Covered 100% | Covered 80% of allowable benefit (deductible applies) |
| Out-Patient Surgery (Prior Authorization Required) | \$25 co-pay | \$25 co-pay (Facility) Covered 100% (Physician) | Office co-pay applies if done in the office Covered 100% if done at a facility | Covered 80% of allowed benefit (deductible applies) |
| In-Patient Professional Services (Such as anesthesiologists, radiologists and pathologists) when rendered in an in-network hospital | Covered 100% | Covered 100% | Covered 100% | Covered 80% of allowed benefit (deductible applies) |

Medical Plans Comparison Chart

| Plan Features | Kaiser Permanente HMO Plan | UnitedHealthcare Select EPO Plan | UnitedHealthcare (UHC) Choice Plus Point-of-Service (POS) Plan | |
|---|---|--|--|---|
| | | | UHC Choice Plus POS In-Network Benefits | UHC Choice Plus POS Out-of-Network Benefits |
| IN-PATIENT HOSPITAL ALTERNATIVES | | | | |
| Home Health Care | \$0 co-pay limited to two (2) hours per visit Intermittent care not to exceed three (3) visits per day | Covered 100% 60 visits per calendar year Limitations apply | Covered 100% 90 visits per calendar year, max combined in & out of network | Covered 80% of allowed benefit (deductible applies), 90 visits per calendar year maximum combined in & out of network |
| Hospice Care | \$0 copay | Covered 100% Limited to 360 days during the time covered under the plan | Covered 100% | Covered 80% of allowed benefit (deductible applies) |
| Skilled Nursing Facility (Prior Authorization Required and Subject to case management) | Covered 100% Up to 100 days per calendar year | Covered 100% 60 days per calendar year | Covered 100% 100 Day Max/combined Subject to pre-authorization & case management | Covered 80% of allowed benefit 100-day Max/combined Separate \$100 per admission deductible Subject to pre-authorization & case management |
| MATERNITY & INFERTILITY | | | | |
| Artificial Insemination (Prior Authorization Required and Subject to case management) | 50% co-insurance \$100,000 per lifetime | 50% co-insurance \$3,000 per lifetime | Covered 80% of allowed benefit 3 attempts per lifetime max. Combined in & out of network | Covered 60% of allowed benefit (deductible applies) 3 attempts per lifetime max. Combined in & out of network |
| Infertility Treatment and Testing | 50% co-insurance | Member cost is based on the type and place of service | Covered 80% allowed benefit | Covered 60% of allowed benefit (deductible applies) |

Medical Plans Comparison Chart

| Plan Features | Kaiser Permanente HMO Plan | UnitedHealthcare Select EPO Plan | UnitedHealthcare (UHC) Choice Plus Point-of-Service (POS) Plan | |
|---|---|---|--|---|
| | | | UHC Choice Plus POS In-Network Benefits | UHC Choice Plus POS Out-of-Network Benefits |
| MATERNITY & INFERTILITY (CONTINUED) | | | | |
| In Vitro Fertilization (Prior Authorization Required and Subject to case management) | 50% co-insurance Limited to 3 attempts and a lifetime max of \$100,000. Limitations apply | Covered 50% of allowed benefit. Limited to 3 attempts and a lifetime max of \$100,000. Limitations apply | Covered 80% of allowed benefit 3 attempts per lifetime max. Combined in & out of network \$100,000 lifetime max. Limitations apply | Covered 60% of allowed benefit (deductible applies) 3 attempts per lifetime max. Combined in & out of network \$100,000 lifetime max. Limitations apply |
| Labor & Delivery | In-patient co-pay if applicable | Covered 100% | Covered 100% | Covered 80% of allowed benefit (deductible applies) plus a separate \$100 in-patient deductible |
| Prenatal and Postnatal Office Visits | No charge for routine prenatal care. Postnatal care subject to regular office co-payment | \$10 co-pay initial visit, then 100% | \$10 co-pay initial visit, then 100% | Covered 80% of allowed benefit for initial visit (deductible applies) |
| Voluntary Sterilization (Reversal not covered) | Member cost is based on the type of service performed and place where rendered | Member cost is based on the type of service performed and place where rendered | Covered 100% | Covered 80% of allowed benefit (deductible applies) |
| MENTAL HEALTH & SUBSTANCE ABUSE | | | | |
| Bereavement Counseling | Covered under Hospice benefit for family members up to one (1) year | Covered at 100% for short-term grief counseling as part of hospice care | Covered 100% \$200 maximum combined in & out of network for short-term grief counseling as part of hospice care | Covered 80% of allowed benefit after deductible, \$200 maximum combined in & out of network for short-term grief counseling as part of hospice care |

Medical Plans Comparison Chart

| Plan Features | Kaiser Permanente HMO Plan | UnitedHealthcare Select EPO Plan | UnitedHealthcare (UHC) Choice Plus Point-of-Service (POS) Plan | |
|---|--|--|--|--|
| | | | UHC Choice Plus POS In-Network Benefits | UHC Choice Plus POS Out-of-Network Benefits |
| MENTAL HEALTH & SUBSTANCE ABUSE (CONTINUED) | | | | |
| In-Patient Hospital (Prior Authorization Required and Subject to case management) Partial Hospitalization | Covered 100% | Covered 100% | Covered 100% | Covered 80% of allowable benefit, deductible applies plus separate \$100 in-patient deductible |
| (Prior Authorization Required and Subject to case management) | Covered 100% | Covered 100% | Covered 100% | Covered 80% after deductible (60 days per year combined in & out of network) \$100 inpatient deductible |
| Out-Patient Treatment (Prior Authorization Required and Subject to case management) | \$5 co-pay group therapy \$10 co-pay individual therapy | \$10 co-pay per visit | \$10 co-pay per visit | Covered at 80% |
| ALTERNATIVE MEDICINE SERVICES | | | | |
| Acupuncture | \$15 co-pay Limited to 20 treatments per year | \$10 co-pay Limited to 24 treatments per year | \$10 co-pay Limited to 24 treatments per year | Covered at 80% after deductible Limited to 24 treatments per year |
| Chiropractic | \$15 co-pay 20 visits per year | 50% co-insurance Limited to 24 visits per calendar year | Spinal manipulation covered at 100%, subject to medical necessity guidelines | Spinal manipulation Covered 80% of allowable benefit (deductible applies) subject to medical necessity guidelines |
| Massage Therapy | Not Covered | Discount Program Contact UHC for details | Discount Program Contact UHC for details | Discount Program Contact UHC for details |

Medical Plans Comparison Chart

| Plan Features | Kaiser Permanente HMO Plan | UnitedHealthcare Select EPO Plan | UnitedHealthcare (UHC) Choice Plus Point-of-Service (POS) Plan | |
|--|---|--|--|--|
| | | | UHC Choice Plus POS In-Network Benefits | UHC Choice Plus POS Out-of-Network Benefits |
| HEARING AND VISION | | | | |
| Hearing Tests | \$10 co-pay | \$10 co-pay | \$10 co-pay | Covered 80% of allowable benefit, deductible applies |
| Hearing Aids | *For children under age 19 only \$0 co-pay with 1 hearing aid per ear every 36 months Maximum \$1,000 | Covered 50% coinsurance every 36 months. Children under 19 only. | Discount Program Contact UHC for details | Discount Program Contact UHC for details |
| Laser Vision Correction | Not Available | Discount Program Contact UHC for details | Discount Program Contact UHC for details | Discount Program Contact UHC for details |
| Mail Order Contact Lenses | Not Available | Not Available | Not Available | Not Available |
| Vision Annual Eye Exam Discount Plan (Does not qualify for retirement eligibility) | Eyeglass frames 25% discount Eyeglass lenses 25% discount Contact lenses 15% discount One refractive exam (pay Office Visit Copay) Separate vision benefit plan offered. See Vision Service Plan | Not covered. Separate vision benefit plan offered. See Vision Service Plan | Not covered. Separate vision benefit plan offered. See Vision Service Plan | Not covered. Separate vision benefit plan offered. See Vision Service Plan |

Medical Plans Comparison Chart

| Medical Plans Comparison Chart | | | | |
|--|--|---|---|---|
| Plan Features | Kaiser Permanente HMO Plan | UnitedHealthcare Select EPO Plan | UnitedHealthcare (UHC) Choice Plus Point-of-Service (POS) Plan | |
| | | | UHC Choice Plus POS In-Network Benefits | UHC Choice Plus POS Out-of-Network Benefits |
| MISCELLANEOUS | | | | |
| Durable Medical Equipment (DME) | Covered 100% | Covered 100% | Covered 100% | Covered 80% of allowed benefit – deductible applies |
| Prescription Coverage | Included Kaiser Pharmacy or Mail: \$7/15/30 Participating Pharmacy: \$10/20/35 | Not covered. Separate prescription benefit plan offered through Caremark | Not covered. Separate prescription benefit plan offered through Caremark | Not covered. Separate prescription benefit plan offered through Caremark |
| Private Duty Nursing (Subject to pre-authorization and case management) | Covered under Home Health | Excluded | Covered 100% Subject to pre-authorization & case management | Covered 80% of allowed benefit Subject to pre-authorization & case management (deductible applies) |
| Surgery for Morbid Obesity (Subject to pre-authorization and case management) | Covered with eligibility requirements Pre-authorization required Member cost based on type and place of service. | Covered with eligibility requirements Pre-notification required | Not covered | Not covered |



The Maryland-National Capital Park and Planning Commission
Health & Benefits Office, Human Resources

6611 Kenilworth Avenue, Suite 404, Riverdale, MD 20737

www.mncppc.org

**Group Disability
Insurance Certificate**

**LONG TERM
DISABILITY
INCOME PLAN**

Maryland National Capital Park and Planning

IMPORTANT NOTICES

If you reside in one of the following states, please read the important notices below:

Arizona, Florida and Maryland residents:

The group policy is issued in the state of Maryland and will be governed by its laws. If you reside in a state other than Maryland, this certificate of insurance may not provide all of the benefits and protections provided by the laws of your state. PLEASE READ YOUR CERTIFICATE CAREFULLY.

Texas residents:

IMPORTANT NOTICE: To obtain information or make a complaint:

You may call Special Marketing Division's toll-free telephone number for information or to make a complaint at 1-800-441-1832.

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at 1-800-252-3439.

You may write the Texas Department of Insurance:
P O Box 149091
Austin, TX 78714-9104
FAX # (512) 475-1771

PREMIUM OR CLAIM DISPUTES: Should you have a dispute concerning your premium or about a claim you should contact the agent or company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

AVISO IMPORTANTE: Para solicitar información o presentar una queja:

Llame a la línea gratuita de la División Especial de Marketing para obtener información o presentar una queja al 1-800-441-1832.

Puede comunicarse con el Departamento de Seguros de Texas para obtener información sobre compañías, coberturas, derechos o quejas llamando al 1-800-252-3439.

También puede escribir al Texas Department of Insurance (Departamento de Seguros de Texas):
P O Box 149091
Austin, TX 78714-9104
FAX: (512) 475-1771

CONFLICTOS POR PRIMAS O RECLAMACIONES: En caso de tener un conflicto relacionado con su prima o una reclamación, debe comunicarse primero con el agente o la compañía. Si el conflicto no se resuelve, usted puede comunicarse con el Departamento de Seguros de Texas.

FOREWORD

Disability insurance provides individuals and their families with financial protection. The Disability Insurance Benefit described in this booklet will help secure your family's financial security in the event of your disability.

The need for disability insurance protection depends on individual circumstances and financial situations. A portion of the cost of this coverage is provided by your Employer. You may need to contribute to the remaining cost of coverage through payroll deduction so that your benefit program is more comprehensive and responsive to your needs.

The following pages describe the main provisions of the disability insurance plan available to you.

Insurance benefits described in the following pages will apply to you if your Employer has made this coverage available to you at no cost or you have elected the benefit and authorized payroll deduction for the required premium.

LIFE INSURANCE COMPANY OF NORTH AMERICA
1601 CHESTNUT STREET
PHILADELPHIA, PA 19192-2235
(800) 732-1603 TDD (800) 336-2485
A STOCK INSURANCE COMPANY

**GROUP INSURANCE
CERTIFICATE**

We the LIFE INSURANCE COMPANY OF NORTH AMERICA, have issued a Group Policy, LK-352716, to Maryland National Capital Park and Planning.

This Certificate describes the benefits and basic provisions of your coverage. Please read it with care so you understand your coverage.

The Policy under which this certificate is issued is a continuation of and replaces the same numbered policy that became effective January 1, 1994. Any different benefits provided by your certificate become effective on the Group Policy's Rewrite Date. Any different benefits will not affect benefits payable for claims incurred before the Policy Rewrite Date.

This is not the insurance contract. It does not waive or alter any terms of the Policy. If questions arise, the Policy governs. You may examine the Policy at the office of the Policyholder or the Administrator.

This Certificate replaces any and all Certificates which may have been issued to you in the past under the Policy.



Matthew G. Manders, President

TL-004705

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SCHEDULE OF BENEFITS

Policy Effective Date: January 1, 1994
Policy Rewrite Date: April 1, 2006
Certificate Effective Date: January 1, 2016
Policy Anniversary Date: January 1
Policy Number: LK-352716

Eligible Class Definition:

All active, Full-time Career (including probationary) Merit System Employees scheduled to work 40 hours per week and part-time Career Employees working a minimum of 20 hours per week, appointed Officials, Commissioners, Employee Retirement System Employees and Credit Union employees for the Policyholder excluding: Career Park Police Officers in the Comprehensive Disability Benefits Plan (CDBP); Career Park Police Officers who are covered by the Fraternal Order of Police (FOP) Union.

Eligibility Waiting Period

If you were hired on or before the Policy Effective Date: No Waiting Period.

If you were hired after the Policy Effective Date: No Waiting Period.

Benefit Waiting Period 120 days

Disability Benefit The lesser of 66.67% of your monthly Covered Earnings rounded to the nearest dollar or your Maximum Disability Benefit, reduced by any Other Income Benefits.

"Other Income Benefits" means any benefits listed in the Other Income Benefits provision that you receive on your own behalf or for your dependents, or which your dependents receive because of your entitlement to Other Income Benefits.

Maximum Disability Benefit \$6,000 per month

Minimum Disability Benefit \$100 per month

Maximum Benefit Period

Age When Disability Begins

Age 62 or under

Age 63

Age 64

Age 65

Age 66

Age 67

Age 68

Age 69 or older

Maximum Benefit Period

Your 65th birthday or

the date the 42nd Monthly Benefit is payable, if later.

The date the 36th Monthly Benefit is payable.

The date the 30th Monthly Benefit is payable.

The date the 24th Monthly Benefit is payable.

The date the 21st Monthly Benefit is payable.

The date the 18th Monthly Benefit is payable.

The date the 15th Monthly Benefit is payable.

The date the 12th Monthly Benefit is payable.

TL-004774

WHO IS ELIGIBLE

If you qualify under the Class Definition shown in the Schedule of Benefits you are eligible for coverage under the Policy on the Policy Effective Date, or the day after you complete the Eligibility Waiting Period, if later. The Eligibility Waiting Period is the period of time you must be in Active Service to be eligible for coverage. Your Eligibility Waiting Period will be extended by the number of days you are not in Active Service.

Except as noted in the Reinstatement Provision, if you terminate your coverage and later wish to reapply, or if you are a former Employee who is rehired, you must satisfy a new Eligibility Waiting Period. You are not required to satisfy a new Eligibility Waiting Period if your insurance ends because you no longer qualify under your Class Definition, but you continue to be employed, and within one year you qualify again.

TL-004710

WHEN COVERAGE BEGINS

You will be insured on the date you become eligible, if you are not required to contribute to the cost of this insurance.

If you are required to contribute to the cost of your insurance you may elect to be insured only by authorizing payroll deduction in a form approved by the Employer and us. The effective date of your insurance depends on the date coverage is elected.

If you elect coverage within 45 days after you become eligible or within 45 days after a Life Status Change, your insurance is effective on the latest of the following dates.

1. The Policy Effective Date.
 2. The date you authorized payroll deduction.
 3. The date the completed enrollment form is received by the Employer or us.
- If your enrollment request is received more than 45 days after you are eligible to elect coverage, the date disability insurance under this Policy is effective is the first day of the month following the 3-month period that follows the date your request was received by us.

If you are not in Active Service on the date your insurance would otherwise be effective, it will be effective on the date you return to any occupation for your Employer on a Full-time basis.

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WHEN COVERAGE ENDS

Your insurance ends on the earliest of the dates below.

1. The date you are eligible for coverage under a plan intended to replace this coverage.
2. The date the Policy is terminated.
3. The date you no longer qualify under your Class Definition.
4. The day after the period for which premiums are paid.
5. The date you are no longer in Active Service.

Extension of Benefits After Termination

If the Policy is terminated, we will continue to pay Disability Benefits as long as your Disability began while the Policy is in force.

TL-004714

DESCRIPTION OF BENEFITS WHAT IS COVERED

Disability Benefits

Disability Benefits are payable for your Period of Disability that begins while you are insured for Disability Insurance under the Policy Benefits if the Conditions for Benefit are met. Benefits begin after you complete the Benefit Waiting Period.

Conditions for Benefit

All of the following conditions must be met to receive Disability Benefits.

1. The disability begins while you are insured for Disability Insurance under the Policy.
2. You are under the care of a Physician and are receiving Appropriate Care.
3. You, at your own expense and when required by us must provide satisfactory proof of Disability.
4. You are participating in any Rehabilitation Plan required by us.
5. You are complying with a Plan of Appropriate Care.

If benefits are not payable because you do not meet conditions 3 or 4, benefits will be payable when you meet those conditions provided they are met within 30 days of the date they were not met.

Benefit Waiting Period

The Benefit Waiting Period is the period of time you must be continuously Disabled before Disability Benefits may be payable. Your Benefit Waiting Period is shown in the Schedule of Benefits.

We will not require you to satisfy the Benefit Waiting Period if benefits were payable to you under a Prior Plan on the Policy Effective Date and you return to Active Service within 6 months after this date. Your return to Active Service must be for more than 14 consecutive days but less than 6 months. Your later period of Disability must be caused by the same or related causes for your Benefit Waiting Period to be waived.

Trial Work Days

Under this plan, you can attempt to return to Active Service without having to start a new Benefit Waiting Period if you cannot continue working, provided you have not worked for more than the specified number of days. A period of Disability is continuous even if you can return to Active Service for up to 20 days during the Benefit Waiting Period. Your Benefit Waiting Period will not be extended by the number of days you returned to Active Service during this period.

Termination of Your Disability Benefits

Your Disability Benefits will end on the earliest of the dates listed below.

1. The date we determine you are no longer Disabled
2. The date the Maximum Benefit Period ends
3. The date you die
4. The date the Conditions for Benefit are not met

Successive Periods of Disability

Once you are eligible to receive Disability Benefits under this Policy, separate periods of Disability resulting from the same or related causes are a continuous period of Disability unless you can return to Active Service or any job for more than 6 consecutive months.

Separate periods of Disability are not continuous if:

1. separate periods of Disability result from unrelated causes; or
2. you return to Active Service or any job for more than 6 consecutive months; or
3. the later period of Disability occurs after coverage under the Policy ends; or
4. between the periods you become eligible for other long term disability coverage through the Employer or any other employer which became effective after your Disability began.

When separate periods of Disability are not continuous, any successive period of Disability is subject to a new Benefit Waiting Period and a new Maximum Benefit Period

Mental Illness, Alcoholism and Drug Abuse Limitation

We will pay Disability Benefits on a limited basis during your lifetime for a Disability caused by, or contributed to by, any one or more of the following conditions. Once 24 monthly Disability Benefits have been paid, no further benefits will be payable for any of the following conditions.

1. Alcoholism
2. Anxiety disorders
3. Delusional (paranoid) disorders
4. Depressive disorders
5. Drug addiction or abuse
6. Eating disorders
7. Mental illness
8. Somatoform disorders (psychosomatic illness)

If, before reaching the lifetime maximum benefit, you are confined in a hospital for more than 14 consecutive days, that period of confinement will not count against the lifetime limit. The confinement must be for the Appropriate Care of any of the conditions listed above.

Pre-Existing Condition Limitation

We will not pay benefits for any period of Disability caused or contributed to by, or resulting from a Pre-Existing Condition. A "pre-existing condition" means any Injury or Sickness for which you received medical advice or treatment within 3 months before your most recent effective date of insurance.

The Pre-Existing Condition Limitation will apply to any added benefits or increases in benefits. A Pre-Existing Condition will not include conditions disclosed in the application unless the condition is specified in a signed waiver rider.

This limitation will not apply to a period of Disability that begins after the end of a 12 months period beginning on the effective date of your coverage.

Except for any amount of benefit in excess of a Prior Plan's benefits, it will not apply to an Employee covered under a Prior Plan who satisfied the Pre-existing Condition Limitation, if any, under that plan. If you were covered under a Prior Plan and did not fully satisfy the Pre-Existing Condition Limitation of that plan, credit will be given for any time you did satisfy.

Disability Benefit Calculation

Your Disability Benefit for any month Disability Benefits are payable to you is shown in the Schedule of Benefits. We base our calculation of Disability Benefits on a 30 day period. Benefits will be prorated if payable for any period less than a month.

Work Incentive Benefit

For the first 24 months you are eligible for a Disability Benefit, your Disability Benefit is as defined in the Schedule of Benefits. If, for any month during this period, the sum of your Disability Benefit, your current earnings and any additional Other Income Benefits exceed 100% of your Indexed Covered Earnings, your Disability Benefit will be reduced by the excess amount.

After 24 months, your Disability Benefit is as shown in the Schedule of Benefits, reduced by 50% of your current earnings received during any month you return to work. If the sum of your Disability Benefit, your current earnings and any additional Other Income Benefits exceed 80% of your monthly Indexed Covered Earnings, your Disability Benefit will be reduced by the excess amount.

Current earnings include any wage or salary you earn for work performed while Disability Benefits are payable. If you are working for another employer on a regular basis when your Disability begins, your current earnings will include any increase in the amount you earn from this work during the period for which Disability Benefits are payable.

We will, from time to time, review your status and will require satisfactory proof of earnings and continued Disability.

Other Income Benefits

While you are Disabled, you may be eligible to receive benefits from other income sources. If so, we may reduce the Disability Benefits payable to you under the Policy by the amount of these Other Income Benefits. The extent to which Other Income Benefits will reduce your Disability Benefits is shown in the Amounts of Insurance section of the Schedule of Benefits.

Other Income Benefits include:

1. any amounts you or your dependents, if applicable, receive (or are assumed to receive*) under:
 - a. the Canada and Quebec Pension Plans;
 - b. the Railroad Retirement Act;
 - c. any local, state, provincial or federal government disability or retirement plan or law as it pertains to your Employer;
 - d. any sick leave or salary continuation plan of your Employer.
2. any Social Security disability or retirement benefits you or any third party receive (or are assumed to receive*) either on your behalf or for your dependents; or, if applicable, which your dependents receive (or are assumed to receive*) because of your entitlement to such benefits.
3. any retirement plan benefits funded by your Employer. "Retirement plan" means any defined benefit or defined contribution plan sponsored or funded by your Employer. It does not include an individual deferred compensation agreement; a profit sharing or any other retirement or savings plan maintained in addition to a defined benefit or other defined contribution pension plan, or any Employee savings plan including a thrift, stock option or stock bonus plan, individual retirement account or 401(k) plan.
4. any proceeds payable under any franchise or group insurance or similar plan. If there is other insurance that applies to the same claim for Disability, and contains the same or similar provision for reduction because of other insurance, we will pay our pro rata share of the total claim. "Pro rata share" means the proportion of the total benefit that the amount payable under one policy, without other insurance, bears to the total benefits under all such policies.
5. any amounts you or your dependents, if applicable, receive (or are assumed to receive*) under any Workers' Compensation, occupational disease, unemployment compensation law or similar state or federal law, including all permanent as well as temporary disability benefits. This includes any damages, compromises or settlement paid in place of such benefits, whether or not liability is admitted.
6. any amounts paid on account of loss of earnings or earning capacity through settlement, judgment, arbitration or otherwise, where a third party may be liable, regardless of whether liability is determined. The amount of the reduction will be reduced by a pro-rata share of fees and costs incurred by the person to obtain payments through settlement, judgement, arbitration or otherwise. "Pro rata share" means the proportion the total fees and costs bears to amount paid on account of loss of earnings or earning capacity on account of pursuit of payment through settlement, judgement, arbitration or otherwise.
7. any wage or salary for work performed. If Work Incentive Benefits apply to you, we will only reduce your Disability Benefits to the extent provided under your Work Incentive Benefit.

Dependents include any person who receives (or is assumed to receive*) benefits under any applicable law on account of your entitlement to benefits.

*See the Assumed Receipt of Benefits provision.

Increases in Other Income Benefits

After we make the first deduction for any Other Income Benefit (except wage or salary), we will not reduce your Disability Benefits further during that period of Disability due to Social Security increase or any cost of living increase in the Other Income Benefit.

Lump Sum Payments

Other Income Benefits or earnings that are paid in a lump sum will be prorated over the period for which the sum is given. If no time is stated, the lump sum will be prorated monthly over a five-year period.

If no specific allocation of a lump sum payment is made, we will assume the total payment is an Other Income Benefit.

Assumed Receipt of Benefits

We will assume you or your dependents, if applicable, are receiving Other Income Benefits if you may be eligible for them. We will estimate the amount of these assumed benefits on the basis of what you may be eligible to receive and reduce your Disability Benefits as if you actually received them.

Except for any wage or salary for work performed while Disability Benefits are payable, we will not assume your receipt of Other Income Benefits if you give us proof of the following events.

1. Application was made for these benefits.
2. Reimbursement Agreement is signed by you.
3. Any and all appeals were made for these benefits, or we have determined further appeals will not be successful.
4. Payments were denied.

We will not assume you have received, nor will we reduce your Disability Benefits by:

1. any elective, actuarially reduced, or early retirement benefits under such laws until you actually receive them.
2. any amounts paid on account of loss of earnings or earning capacity through settlement, judgment arbitration or otherwise, where a third party may be liable, regardless of whether liability is determined.

Social Security Assistance

We will, at our own discretion, assist you in applying for Social Security Disability Income (SSDI) benefits. Disability Benefits will not be reduced by your assumed receipt of SSDI benefits while you participate in the Social Security Assistance Program.

We may require you to file an appeal if we believe a reversal of a prior decision is possible. If you refuse to participate in, or cooperate with, the Social Security Assistance Program, we will assume receipt of SSDI benefits until you give us proof that you have exhausted all the administrative remedies available to you.

Minimum Benefit

We will pay the Minimum Benefit regardless of any reductions made for Other Income Benefits. However, if there is an overpayment due, this benefit may be reduced to recover the overpayment.

Recovery of Overpayment

If we overpay your benefits, we have the right to recover the amount overpaid by either requesting you to pay the overpaid amount in a lump sum or by reducing any amounts payable to you by the amount due. If there is an overpayment due when you die, we will reduce any benefits payable under the Policy to recover the overpayment.

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ADDITIONAL BENEFITS

Rehabilitation During A Period of Disability

If you are Disabled and we determine that you are a suitable candidate for rehabilitation, you may participate in a Rehabilitation Plan. We must agree on the terms and conditions of the Rehabilitation Plan.

We may require you to participate in a rehabilitation assessment, at our expense, and/or Rehabilitation Plan. We will work with you, your Employer, your Physician and others as appropriate, to develop a Rehabilitation Plan. If you refuse to participate in the rehabilitation efforts, Disability Benefits will not be payable.

The Rehabilitation Plan may, at our discretion, allow for payment of your medical expense, education expense, moving expense, accommodation expense or family care expense while you participate in the program.

A "Rehabilitation Plan" is a written agreement between you and us in which we agree to provide, arrange or authorize vocational or physical rehabilitation services.

TL-005105.21

Conversion Privilege

If you are under age 70 and your coverage ends for any reason, except for non-payment of premium, you may apply for a conversion policy of disability insurance. The conversion insurance may be a type of disability insurance currently being offered for conversion by us at your age and in the amount requested.

Conversion insurance is not available if any of the following conditions apply.

1. You are retired or age 70 or older.
2. You are not in Active Service because of Disability.
3. The Policy is canceled for any reason.
4. You are no longer in a Class of Eligible Employees, but are still employed by the Employer.

To apply for conversion insurance, you must within 31 days after coverage under the Policy ends, submit an application to us and pay the required premium. Evidence of insurability is not required. Premium for the conversion insurance will be based on your age and class of risk and the type and amount of coverage issued. You may apply for conversion more than 31 days after coverage under the Policy ends but before 62 days, however, evidence of insurability will be required.

Conversion insurance will become effective on the 31st day after the date coverage under the Policy ends, if the application is received by us and the required premium is paid on that date. If you make application more than 31 days after insurance under this Policy ends, we will require you to provide satisfactory evidence of good health at your own expense. Conversion insurance will be effective on the date we agree in writing to insure you.

If you are Disabled during the 31 day conversion period, no Disability Benefits will be payable unless the application for disability conversion insurance is accepted by us. If a conversion policy is issued, it will be in exchange for any benefits payable for that type and amount of insurance under the Policy.

Prior Conversion Limitation

If you are covered under a disability insurance conversion policy previously issued by us, you will not be eligible for this Conversion Privilege unless the prior coverage has ended. This does not apply to any amount of insurance that was previously converted under the Policy due to a change in class unless that condition no longer affects the amount of coverage available to you.

TL-005100.21

Cost of Living Adjustment (COLA) Benefit

Each year after you are continuously Disabled and 12 Disability Benefits are payable, we will increase your Monthly Benefit. The increase will be the lesser of the annual increase in the Consumer Price Index (CPI-W) during the preceding calendar year or 5%. In years when bargaining unit members do not receive a COLA, the increase to your monthly benefit will be the lesser of the annual increase in the Consumer Price Index (CPI-W) during the preceding calendar year or 2%.

The increase will become effective on January 1. We will not apply this increase to the Minimum or Maximum Disability Benefit. Nor will we apply it to the formula used to determine your Work Incentive Benefit, if any.

TL-005101

Survivor Benefit

We will pay a Survivor Benefit if you die while Disability Benefits are payable and at least 6 Monthly Benefits have been payable to you for a continuous period of Disability. The Survivor Benefit will equal 100% of the sum of the last full Disability Benefit payable to you plus any current earnings by which the Disability Benefit was reduced for that month. A single lump sum payment equal to 6 monthly Survivor Benefits will be payable.

We will pay the Survivor Benefit to your Spouse. If you do not have a Spouse, we will pay your surviving Children in equal shares. If you do not have a Spouse or any Children, no benefits will be paid.

"Spouse" means your lawful spouse. "Children" means your unmarried children under age 21 who are chiefly dependent upon you for support and maintenance. The term includes a stepchild living with you at the time of your death.

TL-005107

WHAT IS NOT COVERED

We will not pay any Disability Benefits for a Disability that results, indirectly or directly, from:

1. suicide, attempted suicide, or intentionally self-inflicted injury; while sane or insane.
2. war or any act of war, whether or not declared.
3. an Injury or Sickness that occurs while engaged in the activities of active duty service in the military, navy or air force of any country or international organization. An Injury or Sickness that occurs while engaged in Reserve or National Guard training are not excluded until training extends beyond 31 days.
4. your active participation in a riot.
5. your commission of a felony.
6. the revocation, restriction or non-renewal of your license, permit or certification necessary to perform the duties of your occupation unless due solely to Injury or Sickness otherwise covered by the Policy.

We will not pay Disability Benefits for any period of Disability during which you:

7. are incarcerated in a penal or corrections institution.
8. fail to cooperate with us in the administration of the claim. Such cooperation includes, but is not limited to, providing any information or documents needed to determine whether benefits are payable or the actual benefit due.

TL-004772

CLAIM PROVISIONS

Notice of Claim

Written notice of claim, or notice by any other electronic/telephonic means authorized by us, must be given to us within 31 days after a covered loss occurs or begins or as soon as reasonably possible. If written notice, or notice by any other electronic/telephonic means authorized by us, is not given in that time, the claim will not be invalidated or reduced if it is shown that notice was given as soon as was reasonably possible. Notice can be given at our home office in Philadelphia, Pennsylvania or to our agent. Notice should include the Employer's name, the Policy Number and the claimant's name and address.

Claim Forms

When we receive notice of claim, we will send claim forms for filing proof of loss. If we do not send claim forms within 15 days after notice is received by us, the proof requirements will be met by submitting, within the time required under the "Proof of Loss" section, written proof, or proof by any other electronic/telephonic means authorized by us, of the nature and extent of the loss.

Claimant Cooperation Provision

If you fail to cooperate with us in our administration of your claim, we may terminate the claim. Such cooperation includes, but is not limited to, providing any information or documents needed to determine whether benefits are payable or the actual benefit amount due.

Insurance Data

The Employer is required to cooperate with us in the review of claims and applications for coverage. Any information we provide to the Employer in these areas is confidential and may not be used or released by the Employer if not permitted by applicable privacy laws.

Proof of Loss

You must provide written proof of loss to us, or proof by any other electronic/telephonic means authorized by us, within 90 days after the date of the loss for which a claim is made. If written proof of loss, or proof by any other electronic/telephonic means authorized by us, is not given in that 90 day period, the claim will not be invalidated nor reduced if it is shown that it was given as soon as was reasonably possible. In any case, written proof of loss, or proof by any other electronic/telephonic means authorized by us, must be given not more than one year after the 90 day period. If written proof of loss, or proof by any other electronic/telephonic means authorized by us, is provided outside of these time limits, the claim will be denied. These time limits will not apply due to lack of legal capacity.

Written proof that the loss continues, or proof by any other electronic/telephonic means authorized by us, must be furnished to us at intervals we require. Within 30 days of a request, such proof must be furnished to us.

We will not deny or reduce any claim if it: 1) is not reasonably possible to furnish the required proof within that period; and 2) is shown that such proof of loss was given as soon as was reasonably possible.

Time of Payment

Disability Benefits will be paid at regular intervals of not less frequently than once a month. Any balance, unpaid at the end of any period for which we are liable, will be paid at that time.

To Whom Payable

Disability Benefits will be paid to you. If any person to whom benefits are payable is a minor or, in our opinion is not able to give a valid receipt, such payment will be made to his or her legal guardian. However, if no request for payment has been made by the legal guardian, we may, at our option, make payment to the person or institution appearing to have assumed custody and support.

Any benefits that are payable for Disability will be paid to you. If any person to whom benefits are payable is a minor or, in our opinion, is not able to give a valid receipt, such payment will be made to your legal guardian.

If you die while any Disability Benefits remain unpaid, we may, at our option, make direct payment to the first surviving class of your following living relatives: spouse, children, parents, brothers and sisters; or to the executors or administrators of your estate. We may reduce the amount payable by any indebtedness due.

Payment in the manner described above will release us from all liability for any payment made.

Physical Examination and Autopsy

We may, at our expense, exercise the right to examine any person for whom a claim is pending as often as we may reasonably require. Also, we may, at our expense, require an autopsy unless prohibited by law.

Legal Actions

No action at law or in equity may be brought to recover benefits under the Policy less than 60 days after written proof of loss, or proof by any other electronic/telephonic means authorized by us, has been furnished as required by the Policy. No such action shall be brought more than 3 years after the time satisfactory proof of loss is required to be furnished.

Time Limitations

If any time limit stated in the Policy for giving notice of claim or proof of loss, or for bringing any action at law or in equity, is less than that permitted by the law of the state in which you live when the Policy is issued, then the time limit provided in the Policy is extended to agree with the minimum permitted by the law of that state.

Physician/Patient Relationship

You have the right to choose any Physician who is practicing legally. We will in no way disturb the Physician/patient relationship.

TL-004724.21

ADMINISTRATIVE PROVISIONS

Premiums

The premiums for this Policy will be based on the rates currently in force, the plan and the amount of insurance in effect.

Your Grace Period

If your required premium is not paid on the Premium Due Date, there is a 31 day grace period after each premium due date after the first. If the required premium is not paid during the grace period, insurance will end on the last day for which premium was paid.

Reinstatement of Insurance

1. Your insurance may be reinstated if your insurance ends because you failed to pay your portion of the premium when due. For insurance to be reinstated, you must pay your portion of the premium within 31 days of the date the premium was due. Insurance that is reinstated in this way is effective as of the last date premium was due. If benefits are paid during your Grace Period, we will deduct any overdue premium from the proceeds payable under the Policy.
2. Your insurance may be reinstated if it ends because you are on unpaid leave of absence. For insurance to be reinstated the reinstatement must occur within 6 months from the date your insurance ends. For insurance to be reinstated all of the following conditions must be met:
 - a. you must be in a Class of Eligible Employees;
 - b. the required premium must be paid;
 - c. a written request for reinstatement must be received by us within 31 days from the date you return to Active Service; and
 - d. the Insurability Requirement, if any, is satisfied.

Reinstated insurance will be effective on the date you return to Active Service if the required premium is paid. Credit will be given for any portion of the Eligibility Waiting Period or any Pre-existing Condition Limitation that was satisfied before the date your insurance ended.

TL-004722.21

GENERAL PROVISIONS

Incontestability

All statements made by the Policyholder, or by you are deemed representations and not warranties. No such statement made to effectuate insurance will cause us to deny or reduce benefits or be used as a defense to a claim, unless a copy of the instrument containing the statement is, or has been, furnished to such person; or in the event of his death or incapacity, his beneficiary or representative. After two years from your effective date of insurance, or from the effective date of any added or increased benefits, no such statement will cause insurance to be contested.

Misstatement of Age

If your age is misstated, we will adjust all benefits to the amounts that would have been purchased for your correct age.

Workers' Compensation Insurance

The Policy is not in lieu of and does not affect any requirements for coverage under any Workers' Compensation Insurance.

Assignment of Benefits

We will not be affected by the assignment of your certificate until the original assignment or a certified copy of the assignment is filed with us. We do not assume responsibility for the validity or sufficiency of an assignment. An assignment of the certificate will operate so long as the assignment remains in force. To the extent provided under the terms of the assignment, an assignment will transfer all your rights and obligations, or of the owner if other than you.

This insurance may not be levied on, attached, garnished, or otherwise taken for a person's debts. This does not apply where it is contrary to law.

Male Pronoun

The male pronoun as used herein will be deemed to include the female.

Clerical Error

Your insurance will not be affected by error or delay in keeping records of insurance under the Policy. If such an error is found, the premium will be adjusted fairly.

Agency

The Employer and Plan Administrator are your agents for transactions relating to your insurance under the Policy. We are not liable for any of their acts or omissions.

TL-004728

DEFINITIONS

Please note, certain words used in this document have specific meanings. These terms will be capitalized throughout this document. The definition of any word, if not defined in the text where it is used, may be found either in this Definitions section or in the Schedule of Benefits.

Active Service

If you are an Employee, you are in Active Service on a day which is one of your Employer's scheduled work days if either of the following conditions are met.

1. You are actively at work. This means you are performing your regular occupation for the Employer on a Full-time basis, either at one of the Employer's usual places of business or at some location to which the Employer's business requires you to travel.
2. The day is a scheduled holiday, vacation day or period of Employer approved paid leave of absence.
3. You are absent from work on that day for an unscheduled, Employer approved personal absence for reasons other than your own Disability.

You are in Active Service on a day which is not one of the Employer's scheduled work days only if you were in Active Service on the preceding scheduled work day.

Appropriate Care

Appropriate Care means the determination of an accurate and medically supported diagnosis of your Disability, and ongoing medical treatment and care of your Disability by a Physician that conforms to generally-accepted medical standards while such care is needed, including frequency of treatment and care.

Consumer Price Index (CPI-W)

The Consumer Price Index for Urban Wage Earners and Clerical Workers published by the U.S. Department of Labor. If the index is discontinued or changed, another nationally published index that is comparable to the CPI-W and approved by the Insurance Commissioner of Maryland will be used.

Covered Earnings

Covered Earnings means your annual wage or salary as reported by the Employer for work performed for the Employer as in effect just prior to the date your Disability begins. Covered Earnings are determined initially on the date an Employee applies for coverage. A change in the amount of Covered Earnings is effective on the Policy Anniversary following the change, if the Employer gives us written notice of the change and the required premium is paid.

It does not include any amounts received as bonus, commissions, overtime pay or other extra compensation.

Any increase in your Covered Earnings will not be effective during a period of continuous Disability.

Disability/Disabled

For purposes of coverage under the Policy, you are Disabled if, because of Injury or Sickness, even with Reasonable Accommodation, you are unable to perform the material duties of your regular occupation, or solely due to Injury or Sickness, you are unable to earn more than 80% of your Indexed Covered Earnings.

After Disability Benefits have been payable for 24 months, you are Disabled if your Injury or Sickness, even with Reasonable Accommodation, makes you unable to perform the material duties of any occupation for which you may reasonably become qualified based on education, training or experience, or solely due to Injury or Sickness, you are unable to earn more than 80% of your Indexed Covered Earnings.

"Reasonable Accommodation" means modifications or adjustments to a job, an employment practice or the work environment that makes it possible for you to perform the material duties of your occupation without causing undue hardship to the Employer. It must meet federal standards of Reasonable Accommodation as detailed in the Americans With Disabilities Act of 1990 or any later amendments.

Employee

For eligibility purposes, you are an Employee if you work for the Employer and are in one of the "Classes of Eligible Employees." Otherwise, you are an Employee if you are an employee of the Employer who is insured under the Policy.

Employer

The Policyholder and any affiliates or subsidiaries covered under the Policy. The Employer is acting as your agent for transactions relating to this insurance. You shall not consider any actions of the Employer as actions of the Insurance Company.

Full-time

Full-time means the number of hours set by the Employer as a regular work day for Employees in your eligibility class.

Indexed Covered Earnings

For the first 12 months Monthly Benefits are payable, your Indexed Covered Earnings are equal to your Covered Earnings. After 12 Monthly Benefits are payable, your Indexed Covered Earnings are your Covered Earnings plus an increase applied on each anniversary of the date Monthly Benefits became payable. The amount of each increase will be the lesser of:

1. 10% of your Indexed Covered Earnings during your preceding year of Disability; or
2. the rate of increase in the Consumer Price Index (CPI-W) during the preceding calendar year.

Injury

Any accidental loss or bodily harm that results directly and independently from all other causes from an Accident.

Insurability Requirement

You have satisfied the Insurability Requirement on the day we agree in writing to accept you as covered under the Policy. To determine your acceptability for coverage, we will require evidence of insurability and may require it be provided at your expense.

Insurance Company

The Insurance Company underwriting the Policy is named on your certificate cover page. References to the Insurance Company have been changed to 'we', 'our', 'ours' and 'us' throughout this certificate.

Insured

You are an Insured who is eligible for insurance under the Policy, insurance is elected for you, any applicable Insurability Requirement is met, the required premium is paid and your insurance is in force under the Policy.

Life Status Change

A Life Status Change is an event recognized by the Employer's Flexible Benefits Plan as qualifying you to make changes in benefit selections at a time other than an Annual Enrollment Period.

If the Employer does not sponsor a Flexible Benefits Plan or if it is no longer in effect, the following events are Life Status Changes.

1. Marriage
2. Divorce, annulment or legal separation
3. Birth or adoption of a child
4. Death of your spouse
5. Termination of your spouse's employment
6. A change in the benefit plan available to your spouse
7. A change in employment status for you or your spouse that affects your eligibility for benefits

Part-time

Part-time means the number of hours set by the Employer as a regular work day for Employees in your eligibility class.

Physician

Physician means a licensed doctor practicing within the scope of his or her license and rendering care and treatment to an Insured that is appropriate for the condition and locality. The term does not include you, your spouse, your immediate family (including parents, children, siblings, or spouses of any of the foregoing, whether the relationship derives from blood or marriage), or a person living in your household.

Prior Plan

The Prior Plan refers to the plan of insurance providing similar benefits to you, sponsored by the Employer and in effect directly prior to the Policy Effective Date.

Sickness

The term Sickness means a physical or mental illness. It also includes pregnancy.

TL-004708

IMPORTANT CHANGES FOR STATE REQUIREMENTS

If you reside in one of the following states, please read the important changes below. The provisions of your certificate are modified for residents of the following states. The modifications listed apply only to residents of that state, and only when the underlying provision is included in the certificate.

Louisiana residents:

The percentage of Indexed Covered Earnings, if any, that qualifies an insured to meet the definition of Disability/Disabled may not be less than 80%.

Minnesota residents:

The Pre-existing Condition Limitation, if any, may not be longer than 24 months from the insured's most recent effective date of insurance.

Texas residents:

Any provision offsetting or otherwise reducing any benefit by an amount payable under an individual or franchise policy will not apply.

**UNDERWRITTEN BY:
LIFE INSURANCE COMPANY OF NORTH AMERICA
a CIGNA company**

Class 1
01/2016



**The Maryland-National Capital Park and Planning Commission
Proficiency Advancement Certification Program
(MCGEO)**

Eligible Job Classes

Building Trades

Park/General Maintenance Worker I to Carpenter
Carpenter to Senior Carpenter
Park/General Maintenance Worker I to Electrician
Electrician to Senior Electrician
Park/General Maintenance Worker I to Mason
Mason to Senior Mason
Park/General Maintenance Worker I to Painter
Painter to Senior Painter
Park/General Maintenance Worker I to Plumber
Plumber to Senior Plumber
Park/General Maintenance Worker I to Welder
Welder to Senior Welder

Building/Grounds Maintenance

Park/General Maintenance Worker I to Park/General Maintenance Worker II
Park/General Maintenance Worker II to Tree Climber/Maintenance Worker I

Equipment Repair and Operation

Park/General Maintenance Worker I to HVACR Mechanic
HVACR Mechanic to Senior HVACR Mechanic
Park/General Maintenance Worker I to Mechanic
Mechanic to Senior Mechanic

General Clerical

Clerical/Inventory Operations Assistant to Senior Clerical/Inventory Operations Assistant

Park Police

Park Police Communication Technician to Sr. Park Police Communication Technician

Recreation

Child Care Aide I to Child Care Aide II

**Merit System Rules and Regulations, Practices and Procedures
Post-2012 Changes**

Since the parties ratified their Collective Bargaining Agreement in 2012, the Commission has made changes to its Merit System Rules and Regulations as well as its Practices and Procedures. MCGEO has adopted the following changes introduced since 2012:

MERIT RULES

Chapter 1400: Employee Leave: Personal, Annual, Compensatory

1. Section 1451, Personal Leave
2. Section 1453, Limitations on Accumulation, Transfer and Payment of Personal Leave
3. Section 1464, Annual Leave
4. Section 1480, Compensatory Leave
5. Section 1481, Earning of Compensatory Leave
6. Section 1482, Application for the Use of Compensatory Leave
7. Section 1484.2: Maximum Annual limit on Compensatory Leave Earned by “Non-Exempt” employees
8. Section 1485: Payout of Compensatory Leave Balance Upon Separation

Chapter 1600: Family and Medical Leave

Section 1640, Family Medical Leave Act Program

1. Calculation of FMLA Eligibility Period
2. Codification of Qualify Exigency/Military Caregiver Leave Provisions

PRACTICES/PROCEDURES

6-10 M-NCPPC Vehicle Use Program

3-31, Fraud, Waste, and Abuse

2-26 Controlled Substance & Alcohol-Free Workplace

2-22 Prohibitions on Smoking, Use of Tobacco Products and Electronic Cigarettes On M-NCPPC Property, And In M-NCPPC Vehicles

2-31 Tuition Assistance Program

2-36 Workplace Safety

- 2-15 Employee Use of M-NCPPC Property
- 3-10 Authorized Business Expenses (Travel, Lodging, Meals, ... Etc.)
- 2-23 Supervision of M-NCPPC Employees by Non-Merit positions
- 2-28 Composition, Privacy...Disposition of Employment Records
- 2-81 Commission Parking Area Responsibilities
- 2-18 Work/Life Program and accompanying Administrative Procedures
- 12-01, Mobile Technology

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