

Resolution No.: 17-120
Introduced: May 3, 2011
Adopted: May 9, 2011

**COUNTY COUNCIL
FOR MONTGOMERY COUNTY, MARYLAND**

By: Government Operations and Fiscal Policy Committee

SUBJECT: Collective Bargaining Agreement with Career Fire Fighters Association

Background

1. Section 510A of the County Charter authorizes the County Council to provide by law for collective bargaining with binding arbitration with authorized representatives of County career fire fighters.
2. Chapter 33, Article X of the County Code implements Section 510A of the Charter and provides for collective bargaining by the County Executive with the certified representatives of the County's fire fighters and for review of the resulting contract by the Council.
3. On April 1, 2011, the County Executive submitted to the Council a new collective bargaining agreement between the County government and the International Association of Fire Fighters, effective July 1, 2011 through June 30, 2013. The Agreement is the result of an arbitration award in favor of the union. The Agreement is attached to this Resolution.
4. The Executive has submitted to the Council the terms and conditions of the collective bargaining agreement that require or may require an appropriation of funds or changes in any County law or regulation in FY12.
5. The Government Operations and Fiscal Policy Committee considered the agreement at worksessions on April 25, 2011 and May 5, 2011. The Committee recommended action on each provision on May 5.
6. The County Council has considered these terms and conditions and is required by law to indicate on or before May 15 its intention regarding the appropriation of funds or any legislation or regulations required to implement the agreement.

Action

The County Council for Montgomery County, Maryland, approves the following resolution:

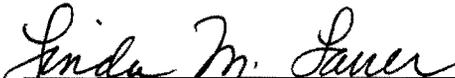
The County Council intends to reject full funding and disapprove the following contract provisions:

1. Retirement benefits for bargaining unit members.
2. Health, dental, vision, and prescription drug benefits for bargaining unit members.
3. Life and long-term disability insurance benefits for bargaining unit members.

The County Council intends to approve the following contract provisions:

1. Organ donor leave.
2. Critical Incident Stress Management Team paid time off.
3. Out of class work.
4. No service or longevity increments in FY12.
5. No general wage adjustment for FY12.

This is a correct copy of Council action.



Linda M. Lauer, Clerk of the Council

proceedings) for a case [in which the employee is a party] that is not related to the employee's official duties, or is a party to the case and whose presence is necessary at such proceeding, the employee shall be permitted to use his/her own leave but the use of this leave will not count toward the number of leave slots (annual or casual) in Section 6.13 of the agreement.

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K. A full-time or part-time employee may use organ donor leave with pay for up to 7 days in any 12-month period to serve as a bone marrow donor; and up to 30 days in a 12-month period to serve as an organ donor. Organ donor leave must be approved by the MCFRS Fire Chief. Organ donor leave must be granted in addition to any annual leave, sick leave, personal days, or paid time off that the employee is otherwise entitled to. The employee must provide medical documentation of the bone marrow or organ donation before organ donor leave is approved.

L. An employee whose family member (i.e., spouse, child, brother or sister) returns to the United States following military deployment to a foreign location shall be granted, upon request, paid accrued leave above the cap for two consecutive work shifts. Such leave shall commence no later than five calendar days following the relative's return, and must be granted in addition to any annual leave, sick leave, personal days or any other paid time off that the employee is entitled to.

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ARTICLE 10 - DISABILITY LEAVE

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Section 10.2 Disability Leave

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D. Advance Notification of Expiration of Disability Leave

Prior to the expiration of an employee's Disability Leave period, the Employer shall provide written notification to the employee which fully informs him/her of: (1) the date that his/her disability leave expires and disability pay ends; and (2) contact information for the Office of Human Resources to allow employees to schedule one on one sessions concerning continuation of pay and benefits and for retirement. The Employer shall provide such written notification no more than sixty (60) days and no less than thirty (30) days prior to the expiration of the employee's Disability Leave, and it shall be delivered to each employee by certified mail or registered mail to the employee's home address listed in the Employer's records. A copy of such written notification shall be

provided to the Union President at the same time that it is mailed to the employee. No employee's Disability Leave (and associated pay and benefits) shall terminate upon less than thirty (30) days advance written notification as provided herein.

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ARTICLE 14 - OVERTIME

Section 14.1 Policy

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- B. Overtime is paid at the monetary rate of 1 ½ times the employee's gross hourly rate of pay (including pay differentials. Upon request, bargaining unit employees [may] shall be granted compensatory time at 1 ½ times the excess hours worked in lieu of overtime pay.
- C. Overtime work will be compensated at the rate identified in subsection (B), above. Employees will record actual overtime worked. [,and in accordance with the following schedule for partial hours, until the date upon which the Employer implements the "electronic timekeeping technology" described below.
- under 7.50 minutes = no compensation
 - 7.50 minutes – 15 minutes = 15 minutes overtime compensation
 - over 15 minutes – 22.50 minutes = 15 minutes overtime compensation
 - 22.50 minutes – 30 minutes = 30 minutes overtime compensation
 - over 30 minutes - 37.50 minutes = 30 minutes overtime compensation
 - over 37.50 minutes – 45 minutes = 45 minutes overtime compensation
 - over 45 minutes – 52.50 minutes = 45 minutes overtime compensation
 - over 52.50 minutes – 60 minutes = 60 minutes overtime compensation,]

[During the term of this Agreement the Employer intends to implement electronic timekeeping technology. As a result, bargaining unit employees will no longer be required to round overtime to the nearest seven (7) minute and thirty (30) second increment. Employees will report actual overtime worked. Upon implementation of this technology, subsection C above, will no longer be operative. The Employer will provide sixty (60) calendar days notice to the Union prior to implementation of the technology.]

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- H. The County shall maintain a single electronic application, database or other like system to track all overtime hours worked by bargaining unit employees. This application,

database, or other like system shall be the same system that is used by the County's schedulers to assign bargaining unit employees to worksites. The County shall ensure that all overtime hours worked, as reported on employees' timesheets, are entered in to this system within ten days of the end of the pay period. The County shall provide the Union with reports from this system or access to the system with the ability to create reports along with payroll reports showing all calendar year-to-date overtime worked by bargaining unit employees on a bi-weekly basis.

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Employees will be notified by memorandum when they have earned overtime equal to [fifty (50) and] seventy five (75) percent of their total county salary. Employees will [also] be notified by memorandum that their ability to be assigned overtime is restricted when they have earned overtime equal to one hundred (100) percent of their total county salary.

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I. Any employee who is notified of an overtime work assignment by 2100 hours the evening prior to the scheduled start of the overtime assignment and who then cancels the overtime assignment within ten (10) hours of the scheduled start time more than two (2) times within a ninety (90) day period may be restricted from working voluntary overtime assignments for thirty (30) consecutive calendar days. In the event an employee is placed on overtime restriction more than once in any twelve (12) consecutive month period, subsequent restriction periods during the remainder of the (12) consecutive month period will have duration of forty-five (45) consecutive calendar days.

Overtime that is canceled within the time frame identified in this Section may be excused by the MCFRS Division Chief of Operations, or designee, and not be deemed a cancellation that is subject to the above restriction(s). The standard for excusing an overtime cancellation shall be "reasonableness" (i.e.; reasonable person standard).

Upon completion of the applicable restriction period, the 90-day period shall start again.

This section shall not apply to overtime assigned by the Scheduling office after 2100 hours the evening prior to the start of the applicable shift.

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Section 14.3 Committee Assignments

All bargaining unit members appointed to serve on a joint labor-management committee by the [Fire Chief or designee] Union President shall be compensated consistent with Section 14.1 of this

Article when required to attend a committee meeting on their day off except as otherwise provide for in this Agreement.

Section 14.4 Involuntary Overtime

- A. Involuntary Overtime is defined as hours worked by an employee under the following conditions:
1. The employee has not signed up to work voluntary overtime on a given day; and
 2. The employee has been ordered to remain on-duty following the end of the employee's scheduled work hours that day due to a staffing shortage.

However, employees who are held beyond the end of their scheduled work hours on incidents or who respond to incidents before or after their scheduled work hours are not considered to be working involuntary overtime.

- B. When it is apparent that overtime hiring will be required on a given day, and there is an insufficient number of bargaining unit employees who have previously signed up to work overtime that day on a voluntary basis, the following steps must be taken before any bargaining unit employee is assigned to work involuntary overtime:
1. A Department official will send an email to "#frs.DFRS" explaining that personnel may be assigned involuntary overtime and the work hours involved.
 2. Each station officer will be expressly informed to advise on-duty personnel in his/her station that the potential for involuntary overtime exists.

- C. Following the steps in subsection B above, if a sufficient number of bargaining unit employees have not elected to work overtime on a voluntary basis, involuntary overtime shall be assigned in the following manner:

The employee currently in the station with the least seniority that meets the qualifications to fill the position will be assigned to work the overtime hours; provided, however, that a more senior employee currently in the station may choose to accept the overtime assignment, and in so doing, will be considered to be working involuntary overtime.

- D. Except when there are extenuating circumstances, no bargaining unit employee shall be required to work involuntary overtime on more than one occasion during any forty-five (45) consecutive calendar day period.

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ARTICLE 19 - WAGES

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Section 19.1 Wage Increase

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- C. Effective the first full pay period on or after July 1, 2009, the base salary for all bargaining unit members shall be increased by 4 percent. This 4 percent wage increase which was to be effective the first full pay period on or after July 1, 2009 and which was postponed through a May 2009 Memorandum of Agreement between the parties shall continue to be postponed during FY 2012.
- D. Effective the first full pay period on or after July 1, 2009, add new longevity step at year 28 (LS2 - 3.5%). No bargaining unit employee otherwise eligible for a 3.5% "LS2" increase to their base pay shall receive such increase in FY 2012. However, no bargaining unit employee shall lose service credit for purposes of progression to LS2.
- E. Effective the first full pay period on or after July 1, 2010, the base salary for all bargaining unit members shall be increased by 3.5 percent. This 3.5 percent wage increase, which the County Council elected not to fund in FY 2011, shall be postponed during FY 2012.

Section 19.2 Salary Schedule

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- C. Bargaining unit employees shall progress to Step LS on the uniform pay plan upon completion of 20 years of service as a County merit System employee. No bargaining unit employee otherwise eligible for a 3.5% "LS" increase to their base pay shall receive such increase in FY 2012. However, no bargaining unit employee shall lose service credit for purposes of progression to Step LS.
- D. Effective at the beginning of the first full pay period beginning on or after July 1, 2010, a Step P will be added at a rate 3.5% greater than the current Step O. All employees will then receive one service increment increase. The existing Step A will then be removed from the schedule, and the remaining 15 steps will be re-lettered A through O. This pay plan adjustment, which the County Council elected not to fund in FY 2011, shall be postponed during FY 2012.

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ARTICLE 20 - INSURANCE BENEFITS COVERAGE AND PREMIUMS

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Section 20.3 Employee Benefits Committee

- A. The parties hereby jointly establish an Employee Benefits Committee for the purpose of maintaining high quality employee benefits, efficiently provided to County employees at a reasonable cost and to study benefit cost containment programs. The Committee shall consist of [two (2)] three (3) members appointed by the County, and [two (2)] three (3) members appointed by the Union. The Union representatives on this committee shall be considered to be on detail if working during these meetings. Hour for hour compensatory time or pay at the employees' regular hourly rate shall be credited to union representatives who attend meetings on their day off. Either party may remove or replace its appointees at any time. In addition, either party may appoint one or more outside consultants (whose compensation shall be the responsibility of the appointing party) who shall be permitted to attend all Committee meetings and who shall advise the Committee members on subjects under Committee review. Upon request, either party shall promptly submit to the other party relevant information within a party's possession, custody or control for review by the other party and/or its consultant(s). [The Chair of the Committee will rotate each January 1 from a County designee to a Union designee, and vice versa each July 1. The initial Chair shall be a County designee.] The Union representatives and County representatives on the committee shall each appoint a Co-Chair of the committee from their respective groups.

The purposes and functions of the Employee Benefits Committee shall be to: a) review existing employee benefits and their provisions; and b) make findings and/or recommendations to the parties regarding [changes in employee benefits] cost containment measures. The Committee shall meet not less than [once] twice a month during the months of [February through mid-November] July 2011 through October 2011. [Meetings during the period of mid-November through January 31 may be scheduled upon mutual consent by the parties.] A quorum for conducting business shall consist of at least [one member] two members appointed by each party. On or before October 31, 2011, the Committee shall present written recommendations to the County Executive and the Union President.

- B. The parties agree that during the term of this Agreement the Benefits Committee [will] may review the following subjects as well as any other subjects the parties agree upon.

- Employee + 1 options
- Treatment Limits
- Medical spending accounts/employer funded
- Prospective retiree prescription and vision benefits
- New/different healthcare providers
- Healthcare provider accreditation

Prescription drug plan consolidation and co-pays
Dental and Orthodontic coverage

- [C. If the parties are unable to agree on the implementation of any recommendation, the appropriate statutory provisions concerning bargaining and impasse may be used only by joint agreement in order to resolve the dispute. Absent such agreement, either party may present proposals on any recommendation consistent with section 33-153(a) of the County Collective Bargaining Law. In the event the Employer reaches agreement with any other certified bargaining representative(s) on any recommendation, such agreement(s) shall not be binding on this bargaining unit.]
- [D. The parties agree to establish a joint committee consisting of an equal number of union representatives and employer representatives for the purposes of studying insurance cost saving measures regarding post-employment group insurance, including eligibility, premium share for employees hired on or after July 1, 2008, and coverage. The committee shall report to the parties before September 1, 2009.]

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ARTICLE 22 - PREVAILING RIGHTS

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- L. Hepatitis Vaccine Shots and annual flu shots at no cost to the employee if requested by the employee. Each year, employees will be informed, in writing, of the availability of flu shots at least sixty (60) days prior to their availability, and at that time employees will be requested to respond, by email or in writing, within 21 days of such notification if they wish to receive a flu shot. Any employee who indicates that he/she wishes to receive a flu shot and who subsequently declines to receive the shot may be required to reimburse the Employer for the cost of the dosage up to a maximum of ten dollars (\$10.00). The County shall have no obligation to provide flu shots to bargaining unit employees who do not respond to this notice. The County may, at its discretion, make any surplus doses available to bargaining unit employees. Tetanus shots at no cost to the employee will be available if requested at the time of the employee's regularly scheduled physical/annual pulmonary function test at the Occupational Medical Section;

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- T. All bargaining unit employees who retire on disability retirement shall be provided a copy of the Disability Review Panel final report and any personnel information in the County's possession necessary to apply for Social Security Disability benefits at the time they sign their retirement paperwork.

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Section 22.2 Notice and Opportunity to Submit Comments

- A. Prior to the implementation of any new or revised Directive, [Safety] MCFRS Bulletin, Policy, Procedure, Instruction relating to or affecting bargaining unit employees, the Employer shall provide the Union President, 1st Vice President, and 2nd Vice President with written, electronic notice and an opportunity to submit comments. If the Employer provides the Union with written, electronic notice and opportunity outside normal business hours (Monday through Friday, 7:00 am to 3:00pm), the electronically transmitted notices will be deemed received on the following business day. The employer will provide the Union written notice of its designee authorized to transmit documents for notice and opportunity.
- B. Such written notice shall be addressed to the President of the Union, and shall be sent to him by regular and electronic mail. Such written notice shall include an explanation and/or description of the new or revised Directive, [Safety] MCFRS Bulletin, Policy, Procedure or Instruction and the date on which the Employer intends to implement it.
- C. The Union shall have thirty (30) calendar days from the date upon which the President of the Union receives written notice to submit written comments or, if appropriate, proposals regarding the new or revised Directive, [Safety] MCFRS Bulletin, Policy or Procedure or Instruction. During the thirty (30)-day period, the Union may request to meet and confer with the Employer regarding the new or revised Directive, [Safety] MCFRS Bulletin, Policy or Procedure or Instruction. The Employer will make all reasonable efforts to accommodate the Union's request to meet and confer. If the Union submits proposals on negotiable matters, the parties shall meet to discuss such proposals during and, if necessary, after the expiration of the thirty (30)-day period.
- D. If a bargaining unit employee is disciplined or negatively appraised on his or her performance evaluation, and such discipline or negative appraisal is related to the implementation of any new or revised Directive, the Employer shall have the burden to demonstrate that the Union was provided notice and opportunity to submit written comments on such Directive, [Safety] MCFRS Bulletin, Policy, Procedure or Instruction. The above-described "burden" shall be in addition to, rather than in lieu of, the Employer's burden of proving by a preponderance of the evidence in an arbitral proceeding the employee's culpability for the disciplinary infraction with which he or she was charged.
- E. Prior to the release of any promotional bulletin for a position within the bargaining unit, the Employer will forward a draft of the bulletin to the Union President for comments no less than five (5) calendar days prior to the posting of the bulletin.

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ARTICLE 23 - HOURS OF WORK

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Section 23.1 Operations

Hours of work for employees other than those listed below, shall be not more than an average of forty-eight (48) hours per week, and such employees shall work shift work at twenty-four (24) hours on and forty eight (48) hours off, with an inclusion of the appropriate Kelly day(s) off. Early relief up to [two (2)] four (4) hours is authorized if approved by the Station Officer.

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ARTICLE 28 – TRANSFERS

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Section 28.7 Voluntary Transfers

Voluntary transfers shall be given serious consideration over involuntary transfers, provided that the voluntary transfer applicant meets the minimum qualifications for the vacancy. An employee may submit a request for a voluntary transfer after having completed 24 months service following his/her initial appointment date as a career fire fighter/rescuer. At such times that only one bargaining unit employee has requested a voluntary transfer to a vacant position, the employer will consider transferring an employee who has spent less than the prescribed period of time in the employee's current assignment. A bargaining unit employee who seeks a voluntary transfer shall submit [his/her] an electronic request via an appropriate computer program through the chain-of-command to the appropriate Division Chief. The computer program shall include the following features:

1. A detailed electronic receipt that is sent to the employee following submission of the transfer request.
2. Electronic supervisory comments with a copy of the comments sent to the employee.

Within 30 calendar days of receiving the request, the [bureau] Division Chief [shall] must inform the employee if the request is granted, held or denied. The employee seeking a voluntary transfer may ask [(in writing)] that the transfer request be held for a period not to exceed six months. A transfer request that is held at the employee's request remains valid until the desired transfer is granted, the employee rescinds the transfer request or the hold period expires, whichever occurs first. If, at the end of the hold period, the desired transfer has not been granted and the employee has not rescinded the request, the Division chief must inform the employee if the request is granted or denied.

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ARTICLE 29 - PROMOTIONS

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Section 29.2 Reference Materials

The employer shall identify and make available study materials as described below [ninety (90)] one hundred and twenty (120) calendar days prior to the examination. Included in the list of study material shall be the address of the publishers of the study material. The employer shall provide copies of the study materials as follows:

- A. One set to the President of the Union for the Union Office
- B. Six sets to be placed at locations agreed to by the President of the Union and the Fire Chief or their designee

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ARTICLE 35 - HEALTH AND SAFETY

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Section 35.6 Workplace Safety and Efficiency of Operations

No one other than Montgomery County employees and officers, employees or members of a County LFRD/Corporation shall be permitted in the following areas not open to the public: sleeping, dining or cooking, functional hygiene (showers, bathrooms, locker rooms) and living areas (including, but not limited, to laundry rooms, lounge and study areas) of any work site (including, but not limited to, fire stations, FEI offices, CE offices, ECC facilities, CMF, PSTA or other assigned office space) in which bargaining unit employees are assigned. Nothing in this section is intended to prohibit persons from having access to the aforementioned areas during non-rest period hours so long as they are accompanied by a Montgomery County Employee or an officer, employee or member of a County LFRD/Corporation; provided, however, that authorized contractors shall not be required to be accompanied while performing their work.

Section 35.7 Critical Incident Stress Management

- A. Bargaining unit employees who become members of the Critical Incident Stress Management ("CISM") Team, shall be permitted, upon acceptance to the team, to attend two sixteen (16) hour courses offered by the International Critical Incident Stress Foundation (ICISF). Bargaining unit employees shall be considered on a detail when attending such training courses during their normally scheduled work hours; and shall

be compensated at 1-1/2 times their regular rate of pay for all time spent in such training courses on their day(s) off. Employees shall be reimbursed by the Employer for any fees that are required to enroll in the courses.

All bargaining unit employees who are CISM team members shall be permitted to attend four (4) quarterly team meetings, each lasting up to eight hours, for purposes of training and continuing education. Bargaining unit employees shall be considered on a detail when attending such meetings during their normally scheduled work hours; and shall be compensated at 1-1/2 times their regular rate of pay for all time spent in such meetings on their day(s) off.

In addition, all bargaining unit employees who are CISM team members shall be permitted to attend thirty-two (32) hours of ICISF-approved training classes every two years. Bargaining unit employees shall be considered on a detail when attending such training classes during their normally scheduled work hours; and shall be compensated at 1-1/2 times their regular rate of pay for all time spent in such training classes on their day(s) off. Employees shall be reimbursed by the Employer for any fees that are required to enroll in the training classes.

B. All bargaining unit employees shall receive in-station training in stress management and suicide recognition and prevention techniques no less than once every two years. Such training shall be conducted by members of the MCFRS CISM Team.

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ARTICLE 38 - CONTRACT GRIEVANCE PROCEDURE

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Section 38.2 Initiation of a Grievance

A. The Union may in its discretion, in cases of suspension, demotion or dismissal only, skip step 1 of the Grievance Procedure and take a grievance directly to step 2 - the Office of Human Resources Director [or designee]. If the Union exercises its discretion pursuant to this subsection, it will so notify in writing the Office of Human Resources upon filing the grievance.

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Section 38.3 First Step of the Grievance Procedure

A grievance shall be presented in writing by the Union to the Fire Chief within twenty (20) calendar days of the date the employee knew or should have known of the event giving rise to the grievance. Provided that if the grievance is presented to the MCFRS Labor Relations Officer or

designee as provided above, an additional fourteen (14) calendar days shall be added to the time provided. The Fire Chief, or his designee, and representatives of the bargaining unit, shall meet and discuss the grievance within [twenty one (21)] fourteen (14) calendar days after it is presented to the Fire Chief. The Fire Chief shall respond in writing, to the grievance within fourteen (14) calendar days after the meeting.

Section 38.4 Second Step of the Grievance Procedure

The Union may appeal the decision of the Fire Chief or designee by presenting a written appeal to the Office of Human Resources Director within fourteen (14) calendar days of the Union's receipt of the Fire Chief's or designee's decision. The Office of Human Resources Director or designee and representatives of the bargaining unit shall meet to discuss the grievance within [twenty one (21)] fourteen (14) calendar days after presentation of the appeal to the Office of Human Resources Director. The Office of Human Resources Director shall respond, in writing, to the grievance within [forty five (45)] thirty (30) calendar days of the meeting.

Section 38.5 Binding Arbitration

- A. Upon receipt of the response from the Office of Human Resources Director, [either party] the Union may refer the grievance to arbitration by providing written notice to the other party within [sixty (60)] thirty (30) days after receipt of the response of the Office of Human Resources Director by the Union. The arbitrator shall be chosen from a panel composed of persons agreed upon by the parties. At least sixty (60) days prior to the expiration of this Agreement, one or both parties may provide written notice to the other that it no longer consents to retaining a particular member(s) of the arbitration panel. The parties shall fill the panel vacancy by mutual consent.
- B. The arbitrators shall be selected to hear succeeding grievances in rotation, in the order agreed to by the parties. The parties must contact the arbitrator next in the rotation order within twenty-one (21) days of the date of the written notice referring the grievance to arbitration, and must schedule the arbitration date no later than forty-five (45) days following the date of the written notice referring the grievance to arbitration. If the arbitrator slated to hear a grievance cannot hold the hearing within [a reasonable time] this forty-five (45) day period, the next arbitrator on the panel that is available within this period shall be selected.

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ARTICLE 41 - PRINTING OF CONTRACT

The County agrees to print [1,500] 300 copies of the contract in booklet form to be provided to the Union within ninety days of the effective date of this Agreement. The cover page of the Agreement shall be designed by mutual agreement between the parties. The cost of printing shall be shared equally by the parties. The County agrees to provide the Union four (4) first run copies of the

printed Agreement prior to publication to proof read. The County agrees to correct all spelling and grammatical errors found during proof reading prior to publication and disbursement. Additionally, an e-mail will be sent to all bargaining unit employees containing a hyperlink to the final electronic version of the agreement.

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ARTICLE 46 - UNIFORMS AND EQUIPMENT

Section 46.1 Uniform [Shoes] Footwear

Employees may apply the value of [the] uniform [shoe] footwear to [an alternate] optional [shoe] footwear in accordance with MCFRS Policy & Procedure No. 06-09 "Apparel Policy" dated July 20, 2009. [from a mutually agreed upon list of shoes incorporated herein (See Appendix VIII). The approved list may be amended from time to time by mutual agreement of the parties.]

Section 46.4 Class C Uniform [Shirts]

[Upon depletion of the current inventory of button down Class C shirts, or January 1, 2004 whichever is sooner, the collared golf shirt, short sleeve and long sleeve, will become the only Class C uniform shirt. Prior to the depletion of the current inventory of button down shirts, personnel will be permitted to purchase their own long sleeve golf shirts, provided that the graphics are in compliance with Department Directive 01-01. Additionally, the County will continue to issue short sleeve golf shirts in accordance with the prior collective bargaining agreement. Upon depletion of the button down Class C shirts, or January 1, 2004 whichever is sooner, the County will begin issuing each bargaining unit employee short sleeve and long sleeve golf style shirts until each employee has the required issuance of five shirts of each type. During this transition period the schedule for providing each employee a full complement of the golf style uniform shirt shall be subject to budget limitations. After the initial issuance of the golf shirt, employees shall be issued replacements in accordance with criteria set forth in DFRS Policy and Procedure No. 516.]

The Class C Uniform for bargaining unit employees shall be in accordance with MCFRS Policy & Procedure No. 06-09 "Apparel Policy" dated July 20, 2009.

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ARTICLE 50 - DURATION OF CONTRACT

Section 50.1 [Three] Two Year Agreement

The duration of this Agreement shall be from July 1, 2011 [2008] through June 30, 2013 [2011]. In the first year of the agreement, the parties agree to a reopener on economic items and any items from the County's 1/31/11 Non-Negotiability Declaration letter which are later determined by the LRA to be negotiable. No element or feature of the DROP program shall be a part of this reopener.

Bargaining for this reopener shall commence no later than November 1, 2011 and shall follow the procedures set forth in Chapter 33-153 of the Montgomery County Code. The results of the reopener shall be effective July 1, 2012.

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ARTICLE 52 - PARAMEDIC CERTIFICATION AGREEMENT

Employees in the bargaining unit who [voluntarily transfer or who are promoted] are given preferential consideration for promotion to a paramedic position will be required to sign a paramedic certification agreement consistent with Appendix IV-A. In addition, employees who as a condition of hire were required to sign a paramedic certification agreement will remain subject to the provisions of said agreement as specified in Appendix IV-B or IV-C while in the bargaining unit. The provisions of the paramedic certification agreements for bargaining unit employees are grievable and arbitrable pursuant to the procedures contained in Article 38 of this Agreement.

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ARTICLE 55 - SERVICE INCREMENTS

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Section 55.8 Postponement of Service Increments

Service increments that eligible bargaining unit employees were scheduled to receive in Fiscal Year 2011 pursuant to the 7/1/08 - 6/30/11 Collective Bargaining Agreement but which the County Council elected not to fund for FY 2011 shall be postponed through June 30, 2012. Similarly, the FY 2012 service increments that eligible bargaining unit employees would otherwise receive in Fiscal Year 2012 in accordance with this Article 55 shall also be postponed during FY 2012. However, no bargaining unit employee shall lose service credit for purposes of progression within the uniform pay plan.

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ARTICLE 61 – [MEDICAL REVIEW COMMITTEE] EMERGENCY MEDICAL SERVICES QUALITY IMPROVEMENT

Section 61.1 Medical Review Committee

- A. The Medical Review Committee provided for in COMAR Title 30 shall include one bargaining unit member who is an ALS provider and one bargaining unit member who is a BLS provider. Bargaining unit members assigned to the Medical Review Committee shall be assigned by the Union President.

- B. The Union representatives on the Committee shall be considered to be on a detail if working during these meetings. Hour-for-hour compensatory time or pay at the employee's regular hourly rate shall be credited to Union representatives who attend meetings on their day off.

Section 61.2 Medical Inquiries & System Performance Inquires Involving Bargaining Unit Members:

- A. Any bargaining unit employee who is asked to provide a written statement related to an EMS complaint or QA inquiry that requires the completion of an EMS Incident Referral Control Sheet shall be notified of the following: (1) the date and event number of the incident in question; and (2) the general nature of the complaint and any specific concerns to be addressed in the statement.
- B. For complaints or inquiries subject for review by the Medical Review Committee (MRC) employees must be permitted to review, upon scheduling an appointment at the QA office, the complaining documents used in formulating the investigator's conclusions.
- C. For any complaint or inquiry where the EMS Medical Director proposes a permanent change in and/or removal of the employees pre-hospital care credentials and/or Montgomery County status, the employee and the employee's Union representative (if the employee chooses Union representation), shall be permitted to appear before the EMS Medical Review Committee and make an oral presentation and/or submit a further written statement and other information prior to the Committee's deliberations. In instances where the employee appears before the EMS Medical Review Committee, the information referred to in Sections A and B above must be provided to the employee no later than fourteen (14) days prior to the Medical Review committee meeting.
- D. Nothing in this article shall supersede the authority of the EMS Medical Director under COMAR Title 30.

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Appendix IV-A

**PROMOTION [/ TRANSFER] AGREEMENT
FOR POSITIONS REQUIRING ALS CERTIFICATIONS**

Montgomery County has determined that provision of advanced life support (ALS) services, which includes EMT-I and EMT-P service, is a critical part of the services provided by the Montgomery County Fire and Rescue Service to the citizens of our County. The goal of the County is to promote [/transfer] and maintain a sufficient number of employees who have, or are able to obtain, ALS certification as required by the County. It is also a goal of the County to [move toward providing] provide a "fire day" to ALS providers once every three weeks.

In order to achieve this goal, the County has actively recruited individuals, and you have been selected for [either] promotion [or transfer] to a position which requires ALS certification from among the eligible applicants based on your present or anticipated Montgomery County, Maryland ALS certification.

In consideration of the preferential offer of promotion [/transfer] made to you, you must agree to all of the following continuing terms and conditions of employment. Failure to maintain any term or condition for the duration of the Agreement may result in your immediate involuntary demotion. The employer, Montgomery County, in its sole discretion, retains the exclusive right to offer alternatives such as transfer, if you fail to maintain the Agreement's provisions.

TERMS OF THE AGREEMENT

1. I agree to maintain my ALS certification, as specified by Montgomery County, Maryland, for a continuous period of 3 years from date of promotion [or transfer] to a position requiring ALS certification. ALS certification includes certification as either an EMT-I or EMT-P. Upon completion of the 3rd year, I may maintain my ALS certification, or allow it to terminate, at my sole discretion, and without any penalty or loss of benefit associated with my employment with Montgomery County.
2. If I am promoted during the 3-year term of this Agreement, I fully agree and understand that I remain obligated to maintain Montgomery County, Maryland ALS certification for the remainder of the 3-year term, even though I may be promoted to a position which does not require ALS certification.
3. I further understand that it is within the employer's sole discretion to regularly and routinely assign me to work as an ALS provider at multiple work sites as determined by the employer.
4. I understand and agree that failure to maintain any of the terms or conditions of this Agreement for its duration may result in my immediate demotion. If I do not maintain my ALS certification for the required 3 consecutive years as I have agreed to do, I understand that the employer, at their sole discretion, may provide alternative work placement for me in the Firefighter/Rescuer occupational series. I fully agree and understand that management has this right, but I neither have, accrue, nor obtain any right, benefit, or privilege to retain position or rank with Montgomery County government if I for any reason lose my ALS certification prior to the end of the 3 year Agreement period. I understand that I can grieve or arbitrate any action taken against me pursuant to Article 38 of the parties' Collective Bargaining Agreement as a result of my alleged failure to maintain the terms or conditions of this Agreement.

I acknowledge that I have read this Agreement and that I understand all of the terms and provisions contained in the Agreement. I further understand that all of the terms of this Agreement become binding upon my signature below.

* * *

- D [C]. The provisions of the memorandum of understanding shall be grievable and arbitrable pursuant to the procedure found in Article 38 of the parties collective bargaining agreement.
- E [D]. Requests for payment wider this program which are submitted more than one year from the start date of any six month period will not be processed, and no compensation is due.
- F [E]. Claims submitted for a six month period within the last year, will be acted upon and paid in a timely manner. Reasons for denial of a claim must be in writing.
- G [F]. This Memorandum of Understanding will become effective on July 1, 1999 and will expire June 30, 2002.

* * *

[Appendix VII
DEPARTMENT OF FIRE AND RESCUE SERVICES
MONTGOMERY COUNTY, MD

DIRECTIVE

NUMBER: 93-26

DATE: November 2, 1993

TO: ALL DFRS Personnel

FROM: Chief Jon C. Grover, Director
Department of Fire and Rescue Services

SUBJECT: Uniform Shoes

The contract between the County and the Union, in Section 45.1, Uniform Shoes states that "employees may apply the value of the uniform shoe to an alternate shoes (sic) from a mutually agreed upon list of shoes". This directive establishes the reporting and reimbursement procedure for implementing this agreement.

The approved list of uniform shoes includes:

Sears	Die Hard	Models 82102, 82402
Warrington	Pro Boots (10" only)	Models 2006

Weinbrenner	Thorogood Boot	Models LSP105, LSPO16
Rocky	Eliminator	Model LSP072

Employees seeking reimbursement, up to the value of the issued shoes, for purchase of one of these boots must provide the Property Section with a completed "Request for Payment Form" (County Form 1010, copy attached). Please include your full name, DFRS I.D. number, complete home address, and attach an original dated receipt which provides shoe description and place of purchase.

The Property Section will validate the request, and process payment. Payment will be made to the employee by check mailed directly to the address of record.

[Routinely, only one issued or alternate pair of shoes will be authorized every 12 month period.]

* * *