

*Clerk's note: Refer to Resolution No.18-476 adopted May 16, 2016.*

Resolution No.:	<u>18-462</u>
Introduced:	<u>April 19, 2016</u>
Adopted:	<u>April 26, 2016</u>

**COUNTY COUNCIL  
FOR MONTGOMERY COUNTY, MARYLAND**

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Lead Sponsor: Government Operations and Fiscal Policy Committee

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**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, 2016, the County Executive submitted to the Council a collective bargaining agreement between the County government and the International Association of Fire Fighters, effective July 1, 2016 through June 30, 2017. 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 for FY17.
5. The joint Government Operations and Fiscal Policy Committee and Education Committee considered and made recommendations concerning the agreement at a worksession on April 21, 2016.
6. The County Council has considered these terms and conditions and is required by law to indicate on or before May 1 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 approve the following provisions for FY17:

1. 1% general wage adjustment for all bargaining unit members on the first pay period after July 1, 2016.

2. 3.5% longevity increment for all eligible bargaining unit members with 20 or 28 years of service.
3. 3.5% service increments for all eligible bargaining unit members on their anniversary date.
4. Increase the special duty differentials for ALS providers to:
  - (a) \$6080 for employees with 0-4 years of experience;
  - (b) \$7391 for employees with 5-8 years of experience; and
  - (c) \$8701 for employees with more than 8 years of experience.
5. Changes to working out of class pay eligibility for being assigned to an ALS transport unit.
6. Tuition Assistance.
7. No accrual of leave while a bargaining unit member is using donated leave.

The County Council intends to reject the following provisions for FY17:

1. 1% general wage adjustment for all bargaining unit members on the first pay period after February 5, 2017.
2. The Council intends to reject the group insurance provisions in the collective bargaining agreement. The Council intends to approve the group insurance provisions as they were included in the FY16 operating budget, including a Medicare Part D Employer Group Waiver Prescription Drug Plan for Medicare-eligible retirees.

The Council intends to approve all other provisions of the Agreement subject to Council review.

This is a correct copy of Council action.

  
Linda M. Lauer, Clerk of the Council

**MEMORANDUM OF AGREEMENT  
BETWEEN  
THE MONTGOMERY COUNTY GOVERNMENT  
AND THE  
MONTGOMERY COUNTY CAREER FIRE FIGHTERS ASSOCIATION,  
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, LOCAL 1664, AFL-CIO**

The Montgomery County Government (Employer) and the Montgomery County Career Fire Fighters, International Association of Fire Fighters, Local 1664, AFL-CIO (Union) conducted negotiations pursuant to Section 33-153 of the Montgomery County Code for the term July 1, 2016 through June 30, 2017. As a result of those negotiations, the Employer and Union agree that the Collective Bargaining Agreement shall be amended according to the terms set forth below.

Please use the key below when reading this document:

Underlining                      *Added to the existing collective bargaining agreement*  
[Single boldface brackets]    *Deleted from the existing collective bargaining agreement*  
\*           \*           \*                      *Existing language unchanged by the parties*

\*           \*           \*  
**Article 2**  
**Organizational Security**  
\*           \*           \*

Section 2.3    Union Business

\*           \*           \*

- E.    The President and two Vice Presidents of the Union shall each be provided with [one pager each of a type and design selected by the Employer] the device and software necessary to monitor radio channels as they would on a normal fire station portable radio to assist in their representational duties.

\*           \*           \*

Section 2.5    Communication Distribution

- B.    The President of the Union shall receive all MCFRS official department communications which affect bargaining unit employees [.] and the President, or his/her designee shall also be notified of service-connected injuries that occur to bargaining unit employees that require transport to either a trauma center, burn center, other specialty referral center, or acute care facility that are of such a serious nature to require notification of the Fire Chief. In such event, notification to the Union President or designee shall be made promptly following notification to the Fire Chief.

\*           \*           \*

Section 2.12 Non-Participation in Lawn Maintenance Activities

Bargaining unit employees shall not be required to plant, mow, weed, trim, edge, rake, prune, aerate, seed, fertilize or water the grounds at any fire station or other fire/rescue worksite whether owned by the County or by any LFRD.

\* \* \*  
Article 7  
Sick Leave  
\* \* \*

Section 7.7

\* \* \*

B. Clinic Services Option for Illness Management

The parties agree to study, review and evaluate the subject of employee requests to take sick leave while on duty in the Joint Health & Safety Committee referred to in Article 35 of this Agreement. In addition, the County will include in the next Clinic Services RFP (for OMS and FROMS services) an option for illness management. This option would allow on-duty employees to be seen at FROMS for acute illnesses, and receive medical certification that would excuse a sick leave incident(s). This option shall not be implemented without mutual agreement of the parties.

\* \* \*

Section 7.14 Sick Leave Donor Program

C. An employee using donated leave from the Sick Leave Donor Program is not entitled to accrue annual or sick leave while the employee is using donated sick leave.

\* \* \*  
Article 9  
Administrative Leave  
\* \* \*

G. An employee, who is a member of a reserve component of the armed forces of the United States, shall be granted paid administrative leave for one annual two-week military training purpose not to exceed 15 days annually [.] or 120 hours (168 hours for 2496 employees and 144 hours for 2184 employees). Any excess hours not used for the annual two-week military training purpose allotment may be used for other required military training up to the 120, 144, or 168-hour maximum.

\* \* \*  
**Article 10**  
**Disability Leave**  
\* \* \*

**Section 10.5 [Return to] Work-Related Examinations**

- A.** Before an employee returns to work after an absence which is the result of a job related injury, illness or has been out 15 or more calendar days as a result of non-job related personal injury or illness the employee must report to Fire/Rescue Occupational Medical Services for a clearance to return to work medical examination.
- B.** If an employee is required to attend an independent medical examination at the request of the County for a Worker's Compensation matter after the employee has returned to full duty, the County will use its best efforts to schedule the examination during work hours. If such independent medical examination for a Worker's Compensation matter is scheduled during the employee's off duty time, the County will credit the employee with two (2) hours of straight time pay, regardless of how long the examination takes.

\* \* \*  
**Article 14**  
**Overtime**

**Section 14.1 Policy**

\* \* \*

- E.** Personnel on Kelly will be offered the first opportunity to work overtime. All day work Kellys will be assigned a "shift equivalent" Kelly (i.e., A-1, B-1, C-1, A-2, B-2, C-2, etc.) and shall be considered the "off-going" shift for days their shift work equivalent is the off-going shift and the "on-coming" shift for days that their shift work equivalent is the on-coming shift, as based on their "shift equivalent" (i.e., A, B or C).

Scheduling shall hire the bargaining unit employee with the least accrued overtime worked, year-to-date, before bargaining unit employees with higher accrued year-to-date overtime. The following order shall apply:

1. Kelly Day personnel within the station, including personnel who sign up for either dayside or night side only. If more than one person is on Kelly Day within the station, then the one with the least amount of overtime hours is hired first.

[2. Kelly Day personnel within the battalion, including people who sign up for either dayside or night side only. If more than one person is on Kelly Day within the battalion, then the one with the least amount of overtime hours is hired first.]

[3] 2. Kelly Day personnel countywide, including people who sign up for either dayside or night side only. If more than one person is on Kelly Day within the County, then the one with the least amount of overtime hours is hired first.

[4] 3. Off-going shift personnel within the battalion shall have the next opportunity for overtime during the entire 24 hour period that they are the off-going shift. Personnel with the least amount of overtime hours are hired first.

[5] 4. Off-going shift personnel countywide shall have the next opportunity for overtime during the entire 24 hour period that they are the off-going shift. Personnel with the least amount of overtime hours are hired first.

[6. The on-coming shift personnel within the battalion will have the next opportunity for overtime during the entire 24 hour period that they are the on-coming shift. Personnel with the least amount of overtime hours are hired first.]

[7] 5. On-coming shift personnel countywide shall have the next opportunity for overtime during the entire 24 hour period that they are the on-coming shift. Personnel with the least amount of overtime hours are hired first.

[8] 6. If no personnel remain on the overtime sign up list or unscheduled overtime occurs after 0700 hours and requires a position to be filled immediately, the schedulers shall use all practicable means to fill every overtime vacancy with the bargaining unit employee having the lowest number of overtime hours worked year-to-date.

In applying the above order the following shall be in effect:

1. Bargaining unit employees in the ranks of Fire/Rescue Captain and Fire/Rescue Lieutenant shall not be hired on overtime for ALS transport units unless no other employees in other rank classifications are available to work.
2. Bargaining unit employees in the ranks of Fire/Rescue Captain and Fire/Rescue Lieutenant shall be hired on overtime for officer positions on Engines, Trucks and Rescue Squads prior to bargaining unit employees in other rank classifications.
3. Bargaining unit employees in the rank of Master Fire Fighter / Rescuer shall be hired on overtime for Primary Driver positions on Engines, Trucks and Rescue Squads within their assigned station prior to bargaining unit employees in other rank classifications.
4. Bargaining unit employees in the rank classifications of Fire Fighter / Rescuer I, Fire Fighter / Rescuer II and Fire Fighter / Rescuer III shall be given priority to be hired on overtime in Fire Fighter positions until the list of qualified bargaining unit Fire Fighters has been exhausted.

[In order to maintain proper unit staffing at Fire/Rescue stations that begin the workday at 0600 hours, the Scheduling Office will contact all Kelly Day personnel to fill the vacancy. When the list of people on their Kelly Day has been exhausted, personnel from the on-coming shift will be offered the opportunity to work. After both of these

lists have been depleted, personnel from the off-going shift will then be given the opportunity to work.]

\* \* \*

**Article 17  
Special Duty Differentials**

**Section 17.1 Disposition of Assignment Pay Differentials**

\* \* \*

- F. [Urban Search and Rescue Team (US&R)] Technical Rescue Team (TRT)  
Assignment: \$1,837  
Response Team Cert: \$407

Effective the first pay period beginning on or after July 1, 2014, increase the [Urban Search and Rescue Team Assignment] Technical Rescue Team Special Duty Pay Differential to \$2,037 and increase the Response Team Certification pay to \$500.

\* \* \*

**Section 17.2 Special Pay Differentials**

- A. Beginning the first day of the first full pay period on or after July 1, [2012] 2016, all County-credentialed ALS Providers will receive a special duty differential in accordance with the following schedule:

Credential Years:		
0-4 years EMT-P Svc	[\$5,830]	<u>\$6,080</u>
5-8 years EMT-P Svc	[\$6,891]	<u>\$7,391</u>
8+ years EMT-P Svc	[\$7,951]	<u>\$8,701</u>

\* \* \*

**Article 19  
Wages**

\* \* \*

**Section 19.1 Wage Increase**

- A. Effective the first full pay period on or after July 1, 2009, add new longevity step at year 28 (LS2- 3.5%). All eligible bargaining unit employees who reach 28 years of service shall receive a 3.5% "LS2" increase to their base pay effective the pay period in which their service anniversary date occurs.

B. Effective the first full pay period on or after July 1, [2013] 2016, the base salary for all bargaining unit members shall be increased by [2.75] 1.0 percent. Effective the pay period beginning February 5, 2017, the base salary for all bargaining unit members shall be increased 1.0 percent.

[C. Effective the first full pay period on or after July 1, 2014, the base salary for all bargaining unit members shall be increased by 2.75 percent.]

## Section 19.2 Salary Schedule

A. Bargaining unit employees shall be paid a base salary pursuant to the uniform pay plan for the fiscal year, which appears in Appendix I, [II,] and II [III] of this Agreement. For employees scheduled to work a 48 hour workweek (per Article 23.1) the base salary is considered compensation for working 48 hours per week.

\* \* \*

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, and which has been postponed in subsequent collective bargaining agreements, shall be postponed through FY[2015] 2017. [Such pay plan adjustment shall be a subject of the reopener for FY2016. As agreed to by the parties in the reopener negotiations, this pay plan adjustment shall continue to be postponed through FY 2016.]

\* \* \*

## Article 20

### Insurance Benefits Coverage and Premiums

\* \* \*

## Section 20.12 [Employee] Optional and Dependent Life Insurance

Effective January 1, 2014, employees shall be able to purchase optional term life insurance in amounts from 1 to 8 times their basic annual earnings subject to a maximum of \$1,000,000. Employees shall pay the full cost for the coverage. [This policy will go into effect only if accepted by all bargaining units.] Effective July 1, 2016, at age 70, the face value of the optional life insurance policy reduces to 50% of the original face value. At age 75, the face value of the policy reduces to 25% of original face value. The member can purchase the amount of the reductions on an individual policy as long as amount does not exceed the original face value.

Effective July 1, 2016, Dependent life insurance options will be available to bargaining unit employees in the following increments. These additional options will be offered on an employee pay all basis.

\$2,000 spouse; \$1,000 child to age 26  
\$4,000 spouse; \$2,000 child to age 26  
\$10,000 spouse; \$5,000 child to age 26

\* \* \*

#### Section 20.14 Voluntary Benefits

Bargaining unit employees shall be eligible to participate in the following programs provided they pay 100% of the premiums.

1. Long Term Care. Unit members are eligible to participate in the County-sponsored Long Term Care Program at the cost established by the carrier.
2. Critical Illness Insurance. CI Insurance provides a lump sum benefit amount to be paid upon diagnosis of the following conditions: heart attack, stroke, end-stage renal failure; major organ transplant/failure, invasive cancer, non-invasive cancer, coronary artery disease bypass, paralysis as a result of an accident, health screening, loss of sight, hearing or speech, coma, burns.
3. Short Term Disability. STD insurance provides replacement for on and off the job sickness and accident for both full and partial disability benefits. The minimum and maximum benefits shall be established by the carrier.
4. Real Estate Rebate Program. A real estate program to assist home buyers and sellers identify qualified real estate professionals to navigate the home ownership process. Assistance may be provided in choosing real estate agents, household goods movers, mortgage lenders related to buying and selling real estate. Rewards, if any, are determined and awarded by the carrier.

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#### **Article 28 Transfers**

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#### Section 28.5 Notice of Transfers

Bargaining unit employees shall be notified in writing at least two (2) weeks in advance that they are subject to involuntary transfer, except in those instances when an employee is assigned temporarily to the MCFRS Administrative Services Division due to a loss of licensure that is required for the employee's position. The Employer shall advise the

affected employee of the reasons for the transfer. Upon notification a bargaining unit member subject to an involuntary transfer shall have seven (7) calendar days to reply as to any reasons why he or she does not wish to be transferred and/or submit a transfer request indicating an interest in a position on the station personnel vacancy list. The Fire Chief or designee will carefully consider any reasons submitted by the employee before proceeding with any transfer.

\* \* \*

**Article 35**  
**Health and Safety**

**Section 35.1 Joint Health and Safety Committee**

A. The Employer shall take all reasonable steps to preserve and maintain the health and safety of its employees. To that end, the Employer agrees to maintain a joint health and safety committee, to be composed of three (3) members from the bargaining unit appointed by the President of the Union and three (3) members appointed by the Fire Chief or designee. The Committee shall:

1. Study, review and evaluate any working conditions which affect the health and/or safety of employees;
2. Study, review and evaluate any equipment used or contemplated for use by the [DFRS] MCFRS;
3. Study, review and evaluate existing or anticipated procedures affecting the health and/or safety of employees.
4. Study, review, and evaluate complaints involving indoor air quality at any worksite to which bargaining unit employees are assigned. The committee may consult with any relevant subject matter experts, including but not limited to representatives from the Department of Finance, Risk Management Division, and the Department of Public Works and Transportation, Facilities Division. In the event the committee makes a joint recommendation that indoor air quality testing is advisable, such testing shall be conducted in a timely manner. The Union will be provided results from any indoor air quality analysis within two weeks of the completion of the analysis.
5. Study, review and evaluate all components of the Personal Protective Equipment ("PPE") ensemble. Jointly agreed upon recommendations for changes to the PPE,

including the introduction of new products/manufacturers, shall be submitted to the Fire Chief and the President of the Union. Implementation of any Committee recommendation agreed to by the Fire Chief and the Union President will occur as PPE items currently in inventory at MCFRS Property Section are depleted. However, if the Committee has deemed an item to be unsafe, implementation will occur without regard to the current inventory.

6. Study, review and evaluate new apparatus specifications contemplated for use by MCFRS. Jointly agreed upon recommendations shall be submitted to the Fire Chief and the President of the Union no later than the date that the recommendations from the Apparatus Specifications Committee are due.

\* \* \*

**Section 35.9 Mold Remediation at MCFRS Worksites**

The Employer agrees that whenever mold is found to exist at a location that bargaining unit members are assigned to work, the Employer shall use best efforts to promptly and safely remediate the mold.

\* \* \*

**Article 50  
Duration of Contract**

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**Section 50.1 [Three] One-Year Agreement**

The duration of this Agreement shall be from July 1, [2013] 2016 through June 30, [2016] 2017. [In the second year of the agreement, the parties agree to a re-opener on the following items: wages, service increments, longevity, special duty differentials, casual leave, worker's compensation and disability leave.] Bargaining [for this re-opener] shall commence no later than November 1, [2014] 2016 and shall follow the procedures set forth in Chapter 33-153 of the Montgomery County Code. [The results of this re-opener shall be effective July 1, 2015 unless mutually agreed by the parties.]

[In addition, the issue of random drug testing of bargaining unit employees, including applicable standards and procedures, shall be included in the reopener negotiations in the second year of the agreement, except however, that random drug testing shall not be subject to any impasse resolution procedures. If no agreement is reached, both sides reserve their rights with respect to term bargaining for FY 17.]

\* \* \*

**Article 55**  
**Service Increments**

\* \* \*

**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 granted during the pay period beginning April 6, 2014. Similarly, the FY 2012 service increments that eligible bargaining unit employees would have otherwise received in Fiscal Year 2012 in accordance with this Article 55 shall be granted to eligible bargaining unit employees during the pay period beginning June 14, 2015. The FY 2013 increment that eligible bargaining unit employees would have received in Fiscal Year 2013, [shall be postponed during FY2014 and 2015. The FY 2013 service increment shall be a subject of the re-opener for the 3rd year of the contract as described in Article 50. As agreed to by the parties in the reopener negotiations, the FY 2013 service increment shall continue to be postponed during FY2016.] but which the County Council elected to not fund for that year, and which has been postponed in subsequent collective bargaining agreements, shall continue to be postponed through FY 2017. However, no bargaining unit employee shall lose service credit for purposes of progression within the uniform pay plan.

Effective July 1, [2013] 2016, eligible bargaining unit employees shall receive an annual service increment on their anniversary date as described in this Article.

\* \* \*

**Article 62**  
**Design Review Committee**

\* \* \*

A. The Employer and the Union agree to maintain a joint design and review committee, to be composed of three (3) members from the bargaining unit appointed by the President of the Union and members appointed by the Fire Chief or designee. If the Fire Chief or designee appoints more than three (3) members, the Union President will have the opportunity to appoint an equal number of union representatives. The Fire Chief and President of the Union shall each appoint a Co-Chairperson of the Committee from among their appointees. The Committee shall study, review and evaluate new and existing worksite design and construction.

B. The Committee shall meet upon the request of either Co-Chairperson. The Co-Chairperson requesting to convene a meeting will provide the other members with as much advance notice as practicable.

C. It is in the interest of the parties that the Committee reach consensus and provide recommendations on matters under its consideration to the Fire Chief and

the President of the Union. In the event that consensus cannot be reached, the Employer and Union representatives may provide their respective positions to the Fire Chief or designee and the Union President for their review.

D. 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.

\* \* \*

#### Appendix IV

MEMORANDUM OF UNDERSTANDING CONCERNING COMPENSATION FOR WORKING OUT OF  
CLASS BETWEEN  
THE MONTGOMERY COUNTY GOVERNMENT AND  
MONTGOMERY COUNTY CAREER FIRE FIGHTERS ASSOCIATION, INTERNATIONAL ASSOCIATION OF  
FIRE FIGHTERS,  
LOCAL 1664, AFL-CIO

The parties have agreed on certain compensation procedures for bargaining unit employees in the firefighter/rescuer classification series of Firefighter II, III Master Firefighter, and Lieutenant as follows:

#### A. Lieutenant

1. Lieutenants are eligible for working out of class compensation for all hours worked at the higher grade position during any six month period in which he/she worked more than 50% of his/her hours at the higher grade position. Once the 50% threshold is met, the Lieutenant is entitled to 5% of his/her base salary for all hours worked at the higher grade position.
2. The thresholds are: for a 2496 hour/year schedule, the threshold is 624 hours; for a 2184 hour/year schedule, the threshold is 546 hours; and for a 2080 hour/year schedule, the threshold is 520 hours.

#### B. Master Firefighter/Rescuer

1. For a Master Firefighter working out of class at the rank of Lieutenant, the employee shall become eligible for pay once he/she has worked out of class during any consecutive six (6) months for more than 525 hours for an employee who works a 48 hour schedule, more than 457 hours for an employee who works a 42 hour schedule, and more than 434 hours for an employee who works a 40 hour schedule. The period of time for calculating such pay shall be any consecutive six (6) months. Working out of class pay shall be 5% of the employees' base salary. The Master Firefighter shall receive the additional pay only for the hours worked out of class once the employee becomes eligible.

2. For a Master Firefighter working out of class at the rank, working out of class pay shall be 5% of the employees' base salary. The period of time for calculating such pay shall be any consecutive six (6) months. The Master Firefighter shall receive the additional pay only for the hours worked out of class.

C. Firefighter/Rescuers II, III, and Master Firefighter/Rescuers are not eligible for working out of class pay while assigned to ALS transport units.

[C.] D. Firefighter/Rescuer II and III

For a Firefighter II or III working out of class at the rank of Lieutenant or Captain, working out of class pay shall be 5% of the employees' base salary. The period of time for calculating such pay shall be any consecutive six (6) months. The Firefighter II or III shall receive the additional pay only for the hours worked out of class.

[D.] E. 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.] F. 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.] G. 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.

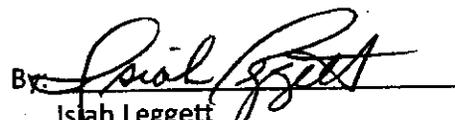
\* \* \* \* \*

IN WITNESS WHEREOF, the parties hereto have caused their names to be subscribed by their duly authorized officers and representatives this \_\_\_\_ day of March 2016.

Montgomery County Career Fire Fighters,  
International Association of Fire Fighters,  
Local 1664, AFL-CIO

By:   
Jeff Buddle  
President

Montgomery County Government  
Montgomery County, Maryland

By:   
Isiah Leggett  
County Executive

  
Approved for form and legality  
County Attorney  
Heather A. Mulloy