

Resolution No.: 17-732  
Introduced: April 9, 2013  
Adopted: April 30, 2013

**COUNTY COUNCIL  
FOR MONTGOMERY COUNTY, MARYLAND**

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By: 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, 2013, 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, 2013 through June 30, 2016. 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 FY14.
5. The Government Operations and Fiscal Policy Committee considered the agreement at a worksession on April 22, 2013, and made recommendations on April 25.
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**

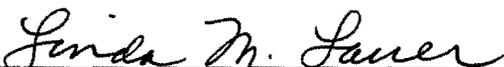
The County Council for Montgomery County, Maryland, approves the following resolution:

The County Council intends to approve full funding and approve the following provisions:

1. 2.75% general wage adjustment for all bargaining unit members on the first pay period after July 1, 2013.
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.
4. 3.5% FY11 service increment for eligible members payable on the pay period beginning April 6, 2014.
5. Increase special duty differentials by \$200.
6. End prescription drug 90-day formulary grace period.
7. Tuition Assistance.
8. Amendments to DROP for Group G.

The Council intends to approve the group insurance provisions as they were approved in the FY13 operating budget with two minor changes that reflect this collective bargaining agreement. 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**

The Montgomery County Government (Employer) and the Montgomery County Career Fire Fighters, International Association of Fire Fighters, Local 1664 (Union), agree that their collective bargaining agreement effective July 1, 2011, through June 30, 2013, is extended in full force and effect for the three-year term July, 1 2013, through June 30, 2016, and is subject to the amendments shown on the following pages.

Please use the following key when reading this agreement:

<u>Underlining</u>	<i>Added to existing agreement.</i>
[Single boldface brackets]	<i>Deleted from existing agreement.</i>
* * *	<i>Existing language unchanged by parties.</i>

The parties agree to amend the contract as follows:

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

Section 2.9 Access to ["FIREHOUSE" Data Base] Fire/Rescue Operations Information

The County will provide to the Union a ["FIREHOUSE"] computer terminal with [the necessary software], a communication line, monitor, and printer, which shall afford the Union continuous access to MCFRS Incident and Unit reporting system and Scheduling software. Such software shall be updated on the Union's terminal at the time that it is updated on the computers at MCFRS worksites. [Security access will be limited to the Battalion Chief level.] The President of the Union shall have administrative software rights to the scheduling software, to include access to employee schedules, work histories, calendars (with the ability to run reports on these), but excluding the ability to affect any changes to an employee's work schedule or assignment.

Section 2.10 Non-discrimination of IAFF Officials

While serving as President, the employee shall receive all increases in salary and applicable differentials that are afforded to bargaining unit members.

A bargaining unit employee who is elected or appointed as President of the Union shall be permitted to maintain any job-related certification(s) that he/she acquired prior to becoming President. The President will work the necessary shifts in the field and/or take any

classes required to maintain his/her certification(s), and shall be compensated according to then current pay practices for such activities.

\* \* \*

**Article 4  
Visitation**

The Employer agrees that representatives of the Local Union, regional representatives, or international representatives, shall have reasonable access to any work site at anytime during working hours to conduct Union business as long as such visits will not interfere with the conduct of normal Employer's business and the employee's work. Representatives shall report to the supervisor or designee upon entering a facility.

The employer shall ensure that representatives of the Local Union are issued access cards or other such devices for the purpose of gaining entry to electronically secured facilities where bargaining unit employees are assigned. The Local Union Executive Board, which includes the Principal Officers and District Representatives, shall receive access to any worksite where bargaining unit employees are assigned.

The County agrees to provide electronic access to the Executive Office Building (EOB), including the parking garage, for the Union President, 1<sup>st</sup> Vice President and 2<sup>nd</sup> Vice President for Labor/Management related business held at the Executive Office Building.

The County agrees to provide electronic access to the Public Safety Head Quarters building for the Union President, 1<sup>st</sup> Vice President and 2<sup>nd</sup> Vice President for Labor/Management related business held at the Public Safety Headquarters Building.

The Union will provide the County a list of all Principal Officers and District Representatives of the Local Union at least once a year. This list will usually be provided in July and at any other time there is a change in the Executive Board.

\* \* \*

**Article 6  
Annual Leave**

\* \* \*

**Section 6.14 Casual Leave Procedure:**

- A. Casual leave shall be canceled by the requesting employee no less than 12 hours before the affected dayshift or 10 hours before the affected nightshift; except, however, if an employee's leave request is approved less than 12 hours before the affected dayshift or less than 10 hours before the affected nightshift, the employee may cancel such leave up to 1 hour after accepting official notification that his/her leave request has been approved. In the event that an employee has assumed the responsibilities of a minimum staffing position prior to official notification of their casual leave, that employee must not leave prior to being relieved.

\* \* \*

**Article 7  
Sick Leave**

\* \* \*

**Section 7.14 Sick Leave Donor Program**

The Sick Leave Donor Program allows bargaining unit employees who have achieved merit system status to give additional sick leave to eligible County employees who have exhausted all types of accrued leave.

**A. Approval of Sick Leave Donations; Employee Eligibility to Receive Sick Leave Donations**

1. The Fire Chief or his designee (other than the employee's supervisor), will approve a sick leave donation for an employee who reports to the supervisor, if the employee:

\* \* \*

- b. has an extended illness or injury that causes the employee to be unable to work for more than seven (7) consecutive calendar days; or has an immediate family member who has an extended injury or illness, subject to the limitations provided in Section 7.1B above;

\* \* \*

- e. has submitted the following to the department head or his or her designee (or another has submitted the following on the employee's behalf);

\* \* \*

- (ii) medical documentation from a physician or other licensed healthcare provider stating that the bargaining unit employee is ill or injured and is unable to report to work or medical documentation that an immediate family member (as defined in section 7.1), has an extended illness or injury.

\* \* \*

**Article 11  
Family Medical Leave**

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**Section 11.5 Use of FMLA leave**

\* \* \*

**C. FMLA leave taken for medical purposes listed in section 11.2 C and D:**

\* \* \*

4. [A supervisor] The Employer may require an employee to submit medical certification from a health care provider to support a request for FMLA leave for the employee's serious health condition that makes the employee unable

to perform the function of the employee's position, or for the serious health condition of the employee's family member including domestic partners and their children. A request for medical certification must be made in writing and must advise the employee of the anticipated consequences of failing to provide the certification. Medical certification may be required for any of the following reasons:

\* \* \*

(c) the [supervisor] Employer suspects the employee of leave misuse or abuse;

\* \* \*

5. [A supervisor] The Employer may require medical re-certification of a serious health condition of the employee or the employee's family member. Such re-certification may be requested verbally, at reasonable intervals, but not more often than every 30 days, unless:

\* \* \*

(c) the [supervisor] Employer receives information that casts doubt upon the continuing validity of the original certification; or,

\* \* \*

6. If medical certification or re-certification is required, it must be submitted by the employee within 15 calendar days after it is requested by the [supervisor] Employer.

7. If the [supervisor] Employer has reason to doubt the medical opinion as documented by the completed medical certification for the serious health condition of the employee or the employee's family member (including domestic partners and their children), the [supervisor] Employer may require the employee to obtain, at the County's expense, a medical opinion from a second health care provider designated by the Fire/Rescue Occupational Medical Section. If the two opinions differ, the employer may require a medical opinion from a third health care provider at the expense of the County. The employee and the Fire/Rescue Occupational Medical Section must jointly agree on the third health care provider, whose opinion is final and binding.

\* \* \*

E. Employees must apply for paid FMLA leave in accordance with applicable procedures for the granting of annual leave, sick leave, and parental leave and provide as much advance notice as possible to the [supervisor] Employer so as not to disrupt the work unit unduly. When unforeseen events occur, notice of the need to use FMLA leave will be given as soon as practicable, ordinarily within 1 or 2 working days.

\* \* \*

- G. Either the employee or [supervisor] Employer may designate leave as FMLA leave. The [supervisor] Employer should designate leave as FMLA leave if the information available to the [supervisor] Employer from the employee indicates that the leave is being taken for an FMLA purpose, and the employee has not requested or otherwise indicated that the leave is FMLA leave. The [supervisor] Employer must advise the employee prior to the completion of the period of leave that it has been designated as FMLA leave and the reasons for the designation.

\* \* \*

**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:

\* \* \*

8. 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

\* \* \*

A. Hazardous Materials

Level III Assignment:            ~~[\$1,637]~~ \$1,837  
Response Team Cert.            \$ 407

Effective the first pay period beginning on or after July 1, 2014 [2009], increase the Hazardous Materials Level III Special Duty Pay Differential to \$2,037 [~~\$1,837~~] and increase the Response Team Certification pay to \$500.

Note: All bargaining unit personnel assigned to a Hazmat station or substation who are qualified as Hazmat Level III responders herein shall receive the assignment pay as specified herein.

B. Self Contained Breathing Apparatus Technician

Assignment:                    ~~[\$1,637]~~ \$1,837

Effective the first pay period beginning on or after July 1, 2014 [2009], increase the Self Contained Breathing Apparatus Technician Special Duty Pay Differential to \$2,037[~~\$1,837~~].

C. Fire Code Compliance Section [Enforcement Division]

Assignment:            ~~[\$1,637]~~ \$1,837

Effective the first pay period beginning on or after July 1, 2014 [2009], increase the Fire Code Enforcement Division Special Duty Pay Differential to \$2,037 [~~\$1,837~~].

D. Fire Investigations Unit

Assignment: ~~[\$1,800]~~ \$1,837

Effective the first pay period beginning on or after July 1, 2014 [2009], increase the Fire Investigations Unit Special Duty Pay Differential to \$2,037 [~~\$1,837~~].

- E. Fire Captain Serving as Station Commander \$2,887

Station Commander Pay shall be subject to satisfactory completion of established performance criteria/objectives as determined by the Employer.

Effective the first pay period beginning on or after July 1, 2014, increase the Fire Captain Serving as Station Commander Special Duty Differential to \$3,087.

- F. Urban Search and Rescue Team (US&R)

Assignment: [~~\$1,637~~] \$1,837

Response Team Cert: \$407

Effective the first pay period beginning on or after July 1, 2014 [2009], increase the Urban Search and Rescue Team Assignment Special Duty Pay Differential to \$2,037 [~~\$1,837~~] and increase the Response Team Certification pay to \$500.

- G. Swift Water Rescue Team [/Underwater Rescue Team]

Assignment: [~~\$1,637~~] \$1,837

Response Team Cert: \$407

Effective the first pay period beginning on or after July 1, 2014 [2009], increase the Swift Water Rescue Team [/Underwater Rescue Team] Assignment Special Duty Pay Differential to \$2,037 [~~\$1,837~~] and increase the Response Team Certification pay to \$500.

- H. Scheduler

Primary Scheduler: ~~[\$1,637]~~ \$1,837

Backup Scheduler: \$407

[Assignment Pay Differentials identified in section 17.1 H will begin the first full pay period on or after July 1, 2008.]

Effective the first pay period beginning on or after July 1, 2014 [2009], increase the Primary Scheduler Special Duty Pay Differential to \$2,037 [~~\$1,837~~] and increase the Backup Scheduler Special Duty Pay Differential to \$500.

#### Section 17.2 Special Pay Differentials:

[All current Paramedics will receive Assignment Pay in the amounts specified in the parties' CBA of July 1, 2002 through June 30, 2005

- A. Cardiac Rescue Technician

Assignment: \$4,315

Effective the first full pay period starting on or after July 1, 2010, increase the Cardiac Rescue Technician pay differential to \$4,515.

B. Emergency Medical Technician - Paramedic

Assignment:

0-4 years EMT-P Svc	\$5,830
5-8 years EMT-P Svc	\$6,891
8+ years EMT-P Svc	\$7,951

Effective the first full pay period starting on or after July 1, 2010, increase the Emergency Medical Technician pay differential to:

Assignment:

0-4 years EMT-P Svc	\$6,080
5-8 years EMT-P Svc	\$7,391
8+ years EMT-P Svc	\$8,701

The differentials listed below in subsections C & D will only apply to paramedics hired after July 1, 2005:

C. Paramedic (CRT, EMT-I, or current EMT-P) \$3,000

D. CRT, EMT-I, and EMT-P Hourly Differential while riding ALS unit:

0 – 4 years certification	\$2.00
5 – 8 years certification	\$2.50
8 + years certification	\$3.25

Only personnel MCFRS certified as a CRT, EMT-I, or EMT-P, and assigned to ride an ALS "transport" unit, are eligible to receive the hourly differential referred to in Section 17.2 subsection C.

Hourly differentials identified in section 17.2 subsection C will be applied to all regular hours worked for bargaining unit personnel assigned as the EMS Training Coordinator(s).

Effective the first full pay period starting on or after July 1, 2010, increasing the CRT, EMT-I, and EMT-P Hourly Differential while riding ALS unit to:

0-4 years certification	\$4.00
5-8 years certification	\$4.50
8 + years certification	\$5.25]

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

Credential Years:

<u>0-4 years EMT-P Svc</u>	<u>\$5,830</u>
<u>5-8 years EMT-P Svc</u>	<u>\$6,891</u>
<u>8+ years EMT-P Svc</u>	<u>\$7,951</u>

\* \* \*

**Article 18**  
**[Snow Emergency/] General Emergency Pay**

\* \* \*

**Section 18.2 Compensation**

Whenever a general emergency is declared for the County by the County Executive or designee, members of the bargaining unit who are required to work during the period of the emergency shall receive twice their regular hourly rate. In the event that bargaining unit employees are in an overtime status during the period of the declared emergency and are required to work, then employees shall receive their regular rate plus the overtime rate, consistent with pay policies for declared emergencies established by the Chief Administrative Officer dated January 28, 1987. Employees that are on approved pre-scheduled leave<sup>1</sup> (annual leave, compensatory leave or sick leave) when a general emergency has been declared shall be granted Administrative Leave for the portion of the pre-approved leave period that corresponds with the period of declared general emergency, and their leave account shall be adjusted as appropriate.

\* \* \*

**Article 19**  
**Wages**

**Section 19.1 Wage Increase**

- [A. Effective the first full pay period on or after July 1, 2008, the base salary for all bargaining unit members shall be increased by 2 percent.
- B. 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.]
- [C] A. Effective 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] 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.
- [D. 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%. This 3.5 percent wage increase, which the County Council elected not to fund in FY 2011 or FY 2012, shall be postponed during FY 2012 and FY 2013.

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<sup>1</sup> For the purposes of this section approved pre-scheduled leave shall mean leave that was requested and approved prior to the end of the employee's last shift immediately preceding the declared general emergency.

- 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.
- F. The 4 percent wage increase scheduled under Section 19.1 C. to be effective the first full pay period on or after July 1, 2009 shall be postponed and shall not be effective during FYIO. Salary-based benefits shall not be diminished as a result of the postponement, and such benefits will be calculated as if the postponed wage increase had been received as scheduled.
- G. The parties recognize the economic situation facing the County, particularly the shortfall in projected revenues for FYIO. The County is calling on all of its employees to come together to deal with this grave situation. The Union and the County Executive, on his own behalf and on behalf of the non-represented employees in County leadership positions, are willing to make financial sacrifices in FYIO, and the parties call on each member of the County Council to make similar sacrifices. Postponement of the general wage increase described in Paragraph 1 above shall be rescinded and the County Executive agrees to promptly seek funding from the County Council to retroactively pay such general wage increase unless (a) the County Executive returns to the County the net mandated pay increase required to go into effect in December 2009 under Section Sec. IA-106 of the Code and (b) no general wage adjustment is given in FYIO to any appointed member of the Senior Management Team. The Parties recognize and agree that this provision does not impact salary schedule step increases.
- H. A \$2,000 lump sum payment shall be made to bargaining unit members who are actively employed by the County on July 1, 2012. This payment will be made in one lump sum, by separate payment, at the conclusion of the first full pay period of FY 2013. The lump sum payment shall be pro-rated for part-time employees. Employees who are on unpaid leave and return to work during FY 2013 will receive their payment by separate payment following their return to active employment with the County. The lump sum payment is considered regular earnings for income, withholding, and employment tax purposes. The payment will not be added to the employees' base salary. These payments are not considered "regular earnings" for retirement or life insurance purposes and employees will not receive any retirement or life insurance benefits based on these payments. Employees will not be required to contribute towards their retirement benefits for this payment.]
- B. Effective the first full pay period on or after July 1, 2013, the base salary for all bargaining unit members shall be increased by 2.75 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 [A, IB, ] 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.

\* \* \*

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.] All eligible bargaining unit employees who reach 20 years of service shall receive a 3.5% "LS" increase to their base pay effective the pay period in which their service anniversary date occurs.

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 12] through FY2015. Such pay plan adjustment shall be a subject of the reopener for FY2016.

[E. Effective first full pay period on or after July 1, 2008, five Bargaining Unit employees will advance one step.

F. Effective first full pay period on or after July 1, 2008, make a one-time lump sum payment of \$3000 to nine Bargaining Unit Members.]

#### Section 19.3 Pay Check Distribution

[A.] All employees [hired on or after July 1, 2005] will be required to participate in the direct deposit of their bi-weekly paychecks.

[B. All employees hired before July 1, 2005, will be required to participate in the direct deposit of their bi-weekly paychecks, effective July 1, 2006.]

\* \* \*

### Article 20

#### Insurance Benefits Coverage and Premiums

\* \* \*

#### Section 20.2 Health Benefits

A. Effective January 1, 1995, the County will alter the basis for determining it's contribution with respect to each separate medical and hospitalization plan, calculated separately for [individual] employee, employee +1, and family coverage, to 80% of the premium charged for an HMO or, in the case of self-insured plans, 80% of the projected premium rate for the calendar year in which the rates are to

be effective. The rates for each self-insured plan shall be calculated using standard actuarial principles with separate medical trends as determined by the Employer's actuary, which reflect plan design. The Union shall be provided with information (including but not limited to all actuarial and consultant reports) enabling it to review the premium determinations. In all other respects the level of benefits and services provided in the comprehensive health benefit program shall remain unchanged except as provided below.<sup>2</sup>

\* \* \*

### 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 three (3) members appointed by the County, and 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 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 cost containment measures. [The Committee shall meet not less than twice a month during the months of July 2011 through October 2011. A quorum for conducting business shall consist of at least 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 may review the following subjects as well as any other subjects the parties agree upon.

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<sup>2</sup> Per action taken on May 26, 2011, the County Council did not approve full funding for this provision. On that date, the Council adopted a different cost-sharing arrangement for bargaining unit employees, to become effective on January 1, 2012. See Appendix VII.

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  
Union sponsored or jointly sponsored health insurance plan

\* \* \*

#### Section 20.4

The County shall also contribute 80% of the premiums determined for any calendar year for benefit plans other than the health plans included in Section 20.2 (a) and Section 20.9. The Employee Benefits Committee shall be provided with information (including but not limited to all actuarial and consultant reports) enabling it to review the premium determinations. The level of such benefits shall not be reduced.<sup>3</sup>

\* \* \*

#### Section 20.9 Prescription Drug Plan

- A. The Employer will continue to provide a prescription drug benefit for employee [single], employee +1, and family coverage. The plan shall provide for two cards for family coverage.
- B. Effective January 1, 2009, the County shall provide prescription plans (High Option Plan - \$4/\$8 co-pays and Standard Option Plan - \$10/\$20/\$35 co-pays with a \$50 deductible) for all active employees. Employees who select the Standard Option Plan shall pay 20% of the cost of the Standard Option Plan. The Employer shall pay the remaining 80% of the cost of the Standard Option Plan. For employees who select the High Option Plan, the employer shall pay 80% of the total premium cost of the Standard Option Plan Option and the employee shall pay the remainder of the High Option Plan premium.<sup>4</sup>
- C. Both plans shall restrict generics. In the event the employee elects to receive a brand medication when a generic medication is available, the member shall pay the cost difference between the brand and generic medication, however, in the event a physician requires a brand medication, the employee shall not be responsible for the difference in cost.

<sup>3</sup> Per action taken on May 26, 2011, the County Council did not approve full funding for this provision. On that date, the Council adopted a different cost-sharing arrangement for bargaining unit employees, to become effective on January 1, 2012. See Appendix VII.

<sup>4</sup> Per action taken on May 26, 2011, the County Council did not approve full funding for this provision. On that date, the Council adopted a different cost-sharing arrangement for bargaining unit employees, to become effective on January 1, 2012. See Appendix VII.

- D. Both prescription plans shall require that if an employee fills a prescription at retail more than twice, rather than utilizing mail-order, the member shall pay the cost difference.
- E. Effective January 1, 2014, the Prescription Drug Plan will no longer offer the 90-day post formulary change grace period granted upon formulary changes. Plan participants affected by formulary changes shall be notified a minimum of 90 days prior to the effective date of the formulary change.

\* \* \*

Section 20.12 Employee Life Insurance<sup>5</sup>

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.

Section 20.13 Access to Group Insurance

Bargaining unit members who separate from County service shall continue to have access to their elected group insurance benefits until the date of their final paycheck. Any continuation beyond that date shall be subject to the provision of COBRA.

\* \* \*

**Article 22  
Prevailing Rights**

\* \* \*

- F. Workplace provisions - the employer will supply, maintain and make available the following items in reasonable and sufficient quantities at each fire station; refrigerator, oven, microwave, dishwasher, two washers, two dryers, ice machine, facsimile machine, laundry supplies, eating and cooking utensils, and reasonable local telephone service, so long as these items were purchased with tax dollars. The Employer also agrees to use its "best efforts" to ensure that the following items are in sufficient supply at each station: laundry detergent, bleach, paper towels, soap (dish and hand), scouring pads and toilet paper. Finally, the Employer agrees to maintain in each County-owned worksite a Heating, Ventilation and Air Conditioning (HVAC) system.

Bargaining unit employees working at a worksite where workplace kitchen appliances are unavailable due to renovation shall receive the following per diem payments each shift (or portion thereof):

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<sup>5</sup> Per action taken on May 26, 2011, the County Council did not approve full funding for the previous life insurance benefit level. On that date, the Council reduced the life insurance benefit for bargaining unit employees from 2x salary to 1x salary, to become effective on January 1, 2012. See Appendix VII.

<u>Number of Hours Worked Per Shift</u>	<u>Per Diem Per Shift</u>
<u>0-4</u>	<u>\$ 0</u>
<u>5-12</u>	<u>\$15</u>
<u>13-18</u>	<u>\$20</u>
<u>19-24</u>	<u>\$35</u>

\* \* \*

**Article 23  
Hours of Work**

\* \* \*

**Section 23.5 Emergency Communications Center**

The parties recognize the challenges associated with optimal staffing in the Communications Center environment. In view of these challenges the parties have agreed that the options for hours of work will be established that will ensure continuity of service, optimal staffing and improved morale. Hours of work for bargaining unit Emergency Communications Center (ECC) personnel shall be an average of forty-two (42) hours per week and shall primarily be [a work shift which provides for twenty four (24) hours on and forty-eight (48) hours off with the inclusion of appropriate Kelly days] four (4) twelve (12) hour shift periods with four (4) consecutive days off. Early relief up to two hours is authorized if approved by the Station Officer.

Additional work hour options shall be available to bargaining unit employees which include: [1] two (2) twelve (12) hour days and two (2) twelve (12) hour nights with four (4) days off; 2] 1) two (2) twelve (12) hour shifts and one (1) 24 hour shift with five (5) days off; [3] four (4) twelve (12) hour periods during a swing shift with four (4) days off] 2) twenty four (24) hours on and forty-eight (48) hours off with the inclusion of appropriate Kelly days. These additional work hour options are available [to employees] as alternatives to the primary work hours of [twenty-four (24) hours on and forty-eight (48) hours off] four (4) twelve (12) hour shift periods with four (4) consecutive days off and may be selected by [individual bargaining unit employees in ECC after consultation with and agreement by the Union and] the Employer, in consideration of operational needs. Normally, such changes made to ECC schedules based upon operational need will be made with no less than 4 weeks notice to employees. No bargaining unit member shall be placed on a twelve (12) hour schedule prior to June 30, 2016.

Every effort will be made to ensure that bargaining unit employees assigned to ECC will be given the opportunity to work in Operations a minimum of [one] twenty-four (24) hours [shift] per month. Such assignments shall be consistent with the bargaining unit employee's schedule type as described above. In addition, all medics assigned to ECC will be detailed to Operations to ensure maintenance of their medic certification, as established by the Montgomery County Fire Rescue Services.

\* \* \*

**Article 29  
Promotions**

\* \* \*

Section 29.6 Class Schedule for Promotions

Classes required for promotion through Fire/Rescue Captain will be scheduled both for the spring and fall semesters on a shift rotation basis. The Employer shall include in his/her proposed budget to the County Council sufficient funding for MCFRS to hold one (1) class B driver training class for every twelve (12) individuals holding the rank of Fire Fighter/Rescuer II on July 1. For the first half of the class B driver training classes planned in the fiscal year, priority for enrollment shall be based on employees' seniority numbers, with the lowest number (most senior) having first priority and working toward the highest number (least senior). For the second half of the classes planned in the fiscal year, priority for enrollment shall be by inverse seniority.

\* \* \*

**Article 38  
Contract Grievance Procedure**

\* \* \*

Section 38.14 Exclusivity of Forum

This procedure shall be the exclusive forum for the hearing of any grievance and the exclusive remedy for any grievance as defined in Section 38.1, with the exception of discipline grievances as defined in Section [38.14] 38.13.

\* \* \*

**Article 50  
Duration of Contract**

Section 50.1 [Two] Three Year Agreement

The duration of this Agreement shall be from July 1, [2011] 2013 through June 30, [2013] 2016. [In the first year of the agreement, the parties agree to a re-opener 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 re-opener 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 re-opener shall be effective July 1, 2012.] 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 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 53**  
**Resignation**  
\* \* \*

**Section 53.2 Notice of Resignation**

An employee should submit a written resignation to the Fire Chief 2 weeks before the effective date of the resignation. In unusual circumstances, an employee may submit an oral resignation.

**Section 53.3 Withdrawal of Resignation**

- A. An employee may withdraw a resignation within 5 calendar days from the date the employee submitted the resignation.
- B. The [department head] Fire Chief may approve or deny a written request to withdraw a resignation that is submitted more than 5 calendar days from the date the employee submitted the resignation.

\* \* \*  
**Article 54**  
**Tuition Assistance**  
\* \* \*

**54.3**

The Employer may approve the use of Employer-administered tuition assistance to pay for [training or education directly related to]:

- A. training or education directly related to the employee's current [County work or normal career progression] job functions or career ladder in the same job series or profession; or
- B. coursework toward a degree or certificate program, in which the employee is enrolled, in a field of study that will prepare the employee to make a career change within the County government.

**Section 54.4**

Employees may, with the Employer's approval, use the Employer-administered tuition assistance funds for training or education offered by a public or private:

- A. vocational or business school which is accredited by a recognized accrediting agency;
- B. college or university which is accredited by a recognized accrediting agency;
- C. professional, scientific, or technical institute; or

- D. organization or component of an organization, including a government agency or business, that offers courses or training.
- E. All short term training programs must relate to the employee's current job or career ladder in the same job series or profession.

Section 54.5

The following are acceptable educational objectives that an employee may pursue with tuition assistance funding, if the training or education meets the requirements of [(3) and (4)] Section 54.3 and 54.4 above:

\* \* \*

Section 54.7

The following do not qualify for tuition assistance:

\* \* \*

- D. credit by examination courses (courses in which credit is obtained solely by taking an examination);
- E. courses taken outside of the United States; or
- F. courses which are primarily recreational, or utilize a specific faith-based method as a primary approach to problem solving or treatment.

Section 54.8

An employee receiving tuition assistance must participate in the educational activity either:

- A. during the employee's off-duty hours; or
- B. on approved leave, [other than administrative leave or Professional Improvement Leave] provided that an employee may not be granted leave other than: (1) annual, (2) compensatory, (3) personal leave or (4) administrative leave while in "MIDS" status (with medical clearance from FROMS) specifically for the purpose of participating in an activity funded in whole or in part by this program.

Section 54.9

If an employee does not complete the course work successfully, the employee must reimburse the County in full for all tuition assistance paid by the County for that activity. Final Grades or certificate of completion must be provided to OHR upon completion of the course. Reimbursement under this Section shall be handled in accordance with Section 19.4(A), Recovery of Overpayment to Employee or Employee Debt to County, of this agreement.

\* \* \*

Section 54.11

The County will increase the maximum annual allowance payable to a bargaining unit

employee under the Employee Assistance Program to [\$1,630 for FY 2009, \$1,730 for FY 2010, and] \$1,830 for [FY 2011] the duration of this agreement.

\* \* \*

**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 [postponed through June 30, 2012] granted during the pay period beginning April 6, 2014. Similarly, the FY 2012 service [increments] increment that eligible bargaining unit employees would have otherwise [receive] received in Fiscal Year 2012 in accordance with this Article 55 shall [also be postponed during FY 2012] 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 3<sup>rd</sup> year of the contract as described in Article 50. However, no bargaining unit employee shall lose service credit for purposes of progression within the uniform pay plan.

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

\* \* \*

**ARTICLE 61**  
**Emergency Medical Services Quality Improvement**

\* \* \*

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

\* \* \*

- B. For complaints or inquiries subject for review by the Medical Review Committee (MRC) [employees] an employee and the employee's Union representative (if the employee chooses Union representation) must be permitted to review and copy, upon scheduling an appointment at the QA office, the complaining documents and all other relevant documents (including, but not limited to, intake notes taken during the original complaint if the complaint was not made in writing that were used in formulating the investigator's conclusions. Documents shall be redacted to exclude any identifying patient protected health information.
- 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)] twenty-one (21) days prior to the Medical Review committee meeting. No member of a volunteer Local Fire/Rescue Department or Corporation may participate in any deliberations or decision or recommendation affecting a bargaining unit employee's pre-hospital care credentials and/or Montgomery County status. This Committee's decision or recommendation shall be based upon the documents as defined in accordance with this Article and any pertinent law, policy or regulation.

- D. Nothing in this article shall supersede the authority of the EMS Medical Director under COMAR Title 30.

\* \* \*

#### APPENDIX VI

#### DROP PLAN FEATURES \*\*

Eligibility	Any time after an employee has met the <u>minimum</u> age and service requirements for a normal retirement [(pending council approval of a legislative amendment to be made per Article 51C of the agreement)].
Drop Account (Three Components)	Employee's monthly pension benefit; Employee's pension contribution (pre-tax); Interest @ <u>7.5%</u> [8.25%] <u>annual rate credited monthly</u> compounded quarterly during participation in DROP.
Monthly Pension	Accrued benefit frozen upon entering DROP.
Term Election	3 years with <u>early</u> [yearly] opt out permitted [(on anniv. of entrance to DROP)]
Retirement*	Upon completion of 3 years DROP participation, or earlier opt out (see above); Employee cannot continue in DFRS employment;  Employee <u>may elect either: (1) to receive</u> [receives] DROP Account distribution (see below) and <u>begin</u> [begins] to receive monthly pension benefit (accrued benefit at time of entering DROP + COLA increases); or (2) <u>to not to receive DROP Account balance in County ERS (up to the maximum time allowed by federal law) and receive interest @ 4.00% annual</u>

	<p><u>rate, credited monthly for the length of time that the DROP funds remain in the ERS, and begin to receive monthly pension benefit (accrued benefit at time of entering DROP + COLA increases)</u></p>
Form of Distribution of DROP Account	<p><u>At any time an individual may elect a distribution of his/her entire account balance in: (a) a Lump sum [cash] payment; (b) [or Lump sum] rollover to an eligible retirement plan [IRA]; or (c) (only if retirement option (1) above is selected) Annuitize.</u></p> <p><u>If an individual must receive a distribution under federal law, the entire account balance must be distributed, either as a lump sum distribution, or if eligible, as a rollover to an eligible retirement plan.</u></p> <p><u>If the individual dies with an account balance, the beneficiary will receive an immediate distribution.</u></p>
Service-Connected Disability During DROP Period	<p>The participant will be entitled to either (at participant's option):</p> <ol style="list-style-type: none"> <li>1. The actuarial value of his service retirement benefit and his DROP account, or</li> <li>2. The service-connected disability benefit that would have applied if he had not elected DROP.</li> </ol>
Non-Service Connected Disability During DROP Period	<p>If the Chief Administrative Officer determines that a DROP participant is eligible for a non-service connected disability retirement, the participant must receive:</p> <ol style="list-style-type: none"> <li>1. The non-service connected disability retirement benefit provided under Section 33-43(h), with the benefit calculated as of the member's DROP entry date; and</li> <li>2. The DROP account balance.</li> </ol>

\*Bargaining unit members currently in the DROP Program and bargaining unit members who are participating in the DROP Program prior to July 1, 2013 and who exit the DROP on and after July 1, 2013 or later can elect Option #2 under the "Retirement" Section above.

\*\* All other DROP provisions, not shown in this matrix remain unchanged.

\* \* \*

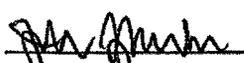
Appendix XII

The parties agree to add Council Resolution 17-163 as a new appendix to the agreement.

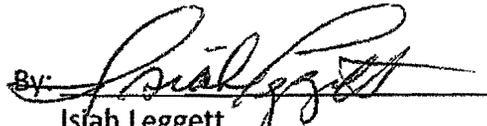
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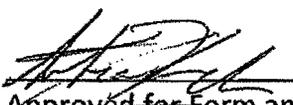
This constitutes the full and complete agreement regarding the collective bargaining agreement between the Employer and the Union, effective July 1, 2013 through June 30, 2016.

Montgomery County Career Fire Fighters,  
International Association of Fire Fighters,  
Local 1664

By:  3/27/13  
John Sparks  
President

Montgomery County Government  
Montgomery County, Maryland

By:   
Isiah Leggett  
County Executive

 3/28/13  
Approved for Form and Legality  
County Attorney

**Side Letter re Discussing Promotional Exams in Joint Labor-Management Committee**

The parties agree to refer the following questions to the Labor-Management Committee provided for under Article 34 of the Collective Bargaining Agreement:

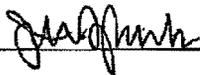
The promotional exam process and promotional eligibility requirements for Master Fire Fighter/Rescuer and Fire/Rescue Lieutenant, including, but not limited to the following:

- 1) Should MCFRS continue the policy of allowing promotions from Fire Fighter/Rescuer III directly to Fire/Rescue Lieutenant? If there are any changes to this path of promotion, what is the appropriate time in rank for Master Fire Fighter/Rescuers prior to promotion?
- 2) Should there be separate written exams for Fire Fighter/Rescuer III's and Master Fire Fighter/Rescuers to promote to Fire/Rescue Lieutenant?
- 3) Should there be a limit to the number of candidates eligible for Fire/Rescue Lieutenant promotional assessment center?

The Labor-Management Committee shall make recommendations to the Union President and Fire Chief on the above subjects (or any other subject pertaining to either the promotional exam process or promotional eligibility requirements as the Committee deems appropriate) prior to a date determined by the Fire Chief in order for their recommendations to be considered for implementation in the Fall 2014 promotional process. The Fire Chief retains the authority to make the final determination on implementation of the committee's recommendations.

The Fire Chief shall notify the Union President by July 1, 2013 of the date which the Committee needs to report their findings, in order for their recommendations to be considered and implemented for the Fall 2014 promotional process.

FOR THE UNION:

  
\_\_\_\_\_

FOR THE EMPLOYER:

\_\_\_\_\_

Dated: 3/27/13  
\_\_\_\_\_

Dated: \_\_\_\_\_  
\_\_\_\_\_