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|-----------------|-----------------------|
| Resolution No.: | <u>18-1107</u> |
| Introduced: | <u>April 10, 2018</u> |
| Adopted: | <u>May 1, 2018</u> |

**COUNTY COUNCIL
FOR MONTGOMERY COUNTY, MARYLAND**

Lead Sponsor: 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 2, 2018, 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, 2017 through June 30, 2019. 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 FY2019.
5. A Government Operations and Fiscal Policy Committee considered and made recommendations concerning the agreement at a worksession on April 27, 2018.
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 FY2019:

1. 2% general wage adjustment for all bargaining unit members on the first pay period after July 1, 2018.


2. 3.5% longevity increment for all eligible bargaining unit members with 20 or 24 years of service.
3. 3.5% service increments for all eligible bargaining unit members on their anniversary date.
4. Tuition Assistance.
5. Pharmacy Benefit Management Program.

The County Council intends to reject the following provisions for FY2019:

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 FY2018 operating budget. To the extent that this approval is inconsistent with any provision of the collective bargaining agreement, that provision is rejected.

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

This is a correct copy of Council action.


Megan Davey Limarzi, Esq.
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, 2017 through June 30, 2019. 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:

| | |
|----------------------------|--|
| <u>Underlining</u> | <i>Added to the existing collective bargaining agreement</i> |
| [Single boldface brackets] | <i>Deleted from the existing collective bargaining agreement</i> |
| * * * | <i>Existing language unchanged by the parties</i> |

* * *
Article 6
Annual Leave
* * *

Section 6.3 Leave Year and Annual Leave Procedure

The leave year begins with the first full payroll period of a calendar year and ends with the payroll period in which December 31 falls. Prior to each December 31, employees shall indicate their preferences for annual leave to be taken during the following leave year in accordance with the procedure set forth below and they shall be informed by MCFRS as to whether their selections are approved or disapproved. The annual leave schedule shall be completed and posted by December 31st of the preceding year. For employees covered by this agreement, annual leave selections shall be awarded on the basis of seniority. Seniority is measured by total service time in the Montgomery County Government merit system employed as a full-time career Firefighter/Rescuer.

The Annual Leave selection process consists of four rounds.

A. First round picks must be for a two-week period, and must be Sunday through Saturday only. Any combination of leave and Kelly days will be accepted. The two weeks do not need to be consecutive. However, any variation from the Sunday through Saturday selection procedure will cause the selection to be rejected and not considered.

B. Second, third, and fourth round picks are for any three days maximum in each round. The three days selected do not have to be consecutive, nor do they need to be aligned Sunday through Saturday.

C. Personnel who have completed three years or more of service by December 31st of the year in which they are picking are eligible for third round picks; those who have completed 15 years or more of service are eligible for fourth round picks.

When choosing annual leave, all personnel will be afforded the opportunity to make and have their first round pick approved prior to the second round of picks, prior to the third round of picks, etc.

Once scheduled, personnel are free to request that his or her annual leave be cancelled, consistent with MCFRS Policy and Procedure No. XX-XX ("Leave Procedure").

* * *
Article 14
Overtime
* * *

Section 14.4 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 a notification through the MCEN system so that every bargaining unit member will receive either a text message or [an] email [to "#frs.DFRS"] explaining that personnel may be assigned involuntary overtime and the work hours involved.

* * *
Article 19
Wages
* * *

Section 19.1 [Wage Increase] General Wage Adjustments

- A. [Effective the first full pay period on or after July 1, 2009, add new longevity step at year 28 (LS2 – 3.5%).] Effective the first full pay period on or after July 1, 2017, add new longevity step "LS2" at year 24. All eligible bargaining unit employees who reach [28] 24 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[.] ; provided, however, that bargaining unit employees who have completed 24, 25, 26, or 27 years of service prior to July 1, 2017 shall receive a 3.5% "LS2" increase to their base pay effective the first full pay period on or after July 1, 2017.

- C. Effective the first full pay period on or after October 1, 2017, the base salary for all bargaining unit employees shall be increased by two (2.0) percent.

- D. Effective the first full pay period on or after July 1, 2018, the base salary for all bargaining unit employees shall be increased by two (2.0) percent.

Section 19.2 Salary Schedule

- 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 [FY2017] FY2019.

* * *

Article 20

Insurance Benefits Coverage and Premiums

* * *

Section 20.9 Prescription Drug Plan

F. Effective July 1, 2017, or as soon as administratively possible, the following Pharmacy Benefit Management programs will be implemented for both the High Option and the Standard Option prescription plans. The parties acknowledge that these are vendor specific programs and understand that a future change of vendors may necessitate revisiting the programs and possibly reopening bargaining.

1. *Exclusive Specialty Pharmacy* – a program that requires plan members to purchase specialty medications through the pharmacy benefit manager's exclusive specialty pharmacy arrangement. Any medication that the pharmacy benefit manager ("PBM") does not designate as a specialty medication is not subject to this requirement. In instances where the specialty medication is not available at the PBM's specialty pharmacy, the PBM shall coordinate purchasing arrangements with another specialty pharmacy within the PBM's network.

At the member's request, the pharmacy benefit manager will deliver the specialty medication to the member's home, the member's physician's office, or to a retail pharmacy of the member's choosing that is part of the PBM's pharmacy network ²

2. *Generic Step Therapy* – a program that requires plan members to use cost effective alternatives within the same therapeutic class, as first line therapy before brand name prescriptions are covered. The program includes an appeals process that would allow the member and

² For the duration of this contract (July 1, 2017 – June 30, 2019) PBM's pharmacy network refers to CVS Pharmacies.

provider to request an exception to this requirement in medically necessary circumstances.

The County shall provide written and electronic notification to the Union and electronic notification to all Bargaining Unit Members of any medications and/or targeted classes that are to be added to the generic step therapy list at 30 calendar days prior to the effective date of the change(s).

The PBM shall also provide written notice to an affected member whenever any medication(s) he/she is taking will be added to the generic step therapy list at least 30 calendar days prior to the effective date of the change(s). Notification to the affected member shall include a list of generic alternative medications that the member may take to the treating physician to discuss treatment options. However, any member who is taking a specialty medication at the time of notification shall be grandfathered, meaning that he/she shall be allowed to continue taking the non-generic specialty medication at the member's cost identified in the prescription plan negotiated by the Union and the Employer for as long as his/her treating physician prescribes such medication.

In instances where a member's prescription is rejected because a generic alternative exists and the member's doctor is unavailable for consultation, the Union, on behalf of the member, may petition³ the County benefit office to intervene with the PBM and request that the doctor's prescription be filed as written. The County agrees to work with the Union and the PBM to ensure the member does not go without the needed medication.

3. *Specialty Pharmacy Guideline Management* – a program that is designed to support the member to ensure appropriate utilization for specialty medications. The program helps ensure the member meets sophisticated and robust criteria before a first dispense, helps ensure that the member experiences expected therapeutic outcomes while on therapy, and engages with the member's provider to ensure that therapy is appropriate and that unsafe and ineffective therapy is discontinued. In instances where the treating physician disagrees with the recommendations of the PBM as to which medication to prescribe for the member the physician's prescribing recommendation shall prevail except in instances where filling that prescription would violate Federal or State laws, guidelines, and/or regulations. In those instances where the treating physician's recommendation prevails, the member shall not be required to pay more than the member's cost identified in

³ The petitioning process will include the Member contacting a Union Designee to provide information and authorization to allow the Union Designee to communicate with the County Benefit Office Designee along with the affected Member.

the prescription plan negotiated between the Union and the Employer requires.

4. *Advanced Control Specialty Formulary* – a program designed to promote cost effective care for members utilizing specialty medications by encouraging utilization of clinically appropriate and lowest next cost medications.

Any member taking a specialty medication that is not included on the advanced control specialty formulary list at the time this program is implemented shall be grandfathered, meaning that he/she shall be allowed to continue taking the non-formulary specialty medication at the member's cost identified in the prescription plan negotiated by the Union and the Employer for as long as his/her treating physician prescribes such medication.

In instances where a member is either taking a specialty medication that is later removed from the advanced control specialty formulary list or a generic equivalent and/or bio-similar alternative is introduced, the member shall be grandfathered if, after consultation between the treating physician and PBM, the treating physician does not agree that the generic equivalent and/or bio-similar alternative is in the best interest of the patient.

The County shall provide written and electronic notification to the Union and electronic notification to all Bargaining Unit Members of any medications that are to be added to or removed from the advanced control specialty formulary list at least 30 calendar days prior to effective date of the change(s).

In addition, the PBM shall also provide written notice to an affected member whenever any medication(s) he/she is taking will be removed from the advanced control specialty formulary list at least 30 calendar days prior to the effective date of the change(s). Notification to the affected member shall include a list of alternative medications that the member may take to the treating physician to discuss treatment options.

5. *Pharmacy Advisor Counseling at CVS retail* – a program that is seamlessly integrated into the member's retail purchase workflow, to provide a member with a voluntary clinical consultation with the retail pharmacist when opportunities to improve adherence or close a gap in therapy have been identified.

* * *

Article 23
Hours of Work

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Section 23.8

The County agrees to form a joint committee with equal numbers of Union and County representatives to study and make strategic recommendations to the [County Executive] Fire Chief before January 1, [2010] 2018 regarding work hours for bargaining unit employees. 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 23.9 WMATA Rail Operation Control Center (ROCC) Fire/Rescue Liaison

The schedule of the one (1) full-time officer assigned as the ROCC Fire/Rescue Liaison will consist of two (2) twelve (12) hour days, two (2) twelve (12) hour nights, and four (4) days off during each work cycle, for an average of forty-two hours per week. Leave taken by the one (1) full-time officer will not count towards the annual or casual leave slots.

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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 one hundred and twenty (120) calendar days prior to the examination. [Included in the list of study materials shall be the address of the publishers of the study material.] The Employer shall provide complete copies of all study materials [as follows:] in an electronic version(s) posted online on a website that is accessible to all bargaining unit members.

- 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 designee.]

* * *

Article 31

Uniform Membership on Apparatus Specifications Committee

The Apparatus Specifications Committee (and any subcommittee thereof) shall be administered pursuant to MCFRS Policy. The Union President shall appoint a bargaining unit employee(s) for one bargaining unit position on the Committee (and on each subcommittee). Subjects of the Committee shall include but not be limited to:

- A. vehicle weights;
- B. noise levels;
- C. testing procedures;
- D. tire specifications;
- E. and similar or like issues.

Whenever MCFRS sends the Apparatus Specifications Committee or subcommittee to attend an apparatus-related conference or training session because of their role on the committee or subcommittee, the bargaining unit representative(s) who sits on the committee or subcommittee shall be authorized to attend using the same expense payment policy of non-bargaining unit members of the committee or subcommittee. The Union representatives on the Apparatus Specification Committee (and/or subcommittee(s)) 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 the Union representative who attends meetings on a day off.

* * *

Article 46

Uniforms and Equipment

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Section 46.1 Uniform Footwear and Protective Equipment

Employees may apply the value of uniform footwear to optional footwear in accordance with MCFRS Policy & Procedure No. 06-09 "Apparel Policy" dated July 20, 2009[.] (or successor Policy and Procedure) after completing the appropriate Departmental form. In addition, after one of the two MCFRS-issued helmets is condemned, or when an employee is promoted to a position that requires a new helmet to be issued, the employee may apply the value of the second MCFRS-issued helmet to an alternate Department approved new helmet in accordance with NFPA Standard 1971 and 1851 (or successor Standard) after completing the appropriate Departmental form.

* * *

Article 50

Duration of Contract

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Section 50.1 [One] Two Year Agreement

The duration of this Agreement shall be from July 1, [2016] 2017 through June 30, [2017] 2019.
[Bargaining shall commence no later than November 1, 2016 and shall follow the procedures set forth in Chapter 33-153 of the Montgomery County Code.]

* * *
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 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] 2019. However, no bargaining unit employee shall lose service credit for purposes of progression within the uniform pay plan.

Effective July 1, [2016] 2017, eligible bargaining unit employees shall receive an annual service increment on their anniversary date as described in this Article.

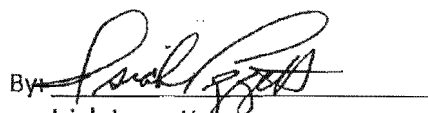
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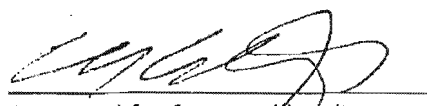
IN WITNESS WHEREOF, the parties hereto have caused their names to be subscribed by their duly authorized officers and representatives this ____ day of March 2017.

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

ATTACHMENT A

MEMORANDUM OF UNDERSTANDING

As part of the negotiations between Montgomery County Government (the Employer) and the Montgomery County Career Firefighters Association, IAFF Local 1664 (the Union) over a successor collective bargaining agreement effective July 1, 2017 – June 30, 2019, the parties discussed the subject matter of allowing multiple employees to take "partial shift casual leave" within a single work shift. This Memorandum of Understanding memorializes the parties' mutual understanding reached during the aforementioned negotiations that a work group shall be formed that is comprised of an equal number of MCFRS management officials (to be appointed by the Fire Chief) and bargaining unit employees (to be appointed by the Union President) for the purpose of developing a program that will enable multiple bargaining unit employees to take partial shift casual leave within a single work shift. All members of this work group shall be appointed no later than March 1, 2017, and the group shall conduct its first meeting no later than March 15, 2017.

The Union representatives in this work group shall be considered to be on detail if working during the group's 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.

The partial shift casual leave program that the work group develops shall be implemented for bargaining unit employees no later than July 1, 2017. The work group shall reconvene beginning in January 2018 to evaluate the operation of the program since its inception. Elements of the program may subsequently be changed upon mutual agreement of the Fire Chief and the Union President. The program shall continue beyond January 2018 only by mutual agreement of the Fire Chief and the Union President.

Any claimed violation, misinterpretation or misapplication of any of the terms or conditions of this Memorandum of Understanding shall be subject to the grievance and arbitration procedures contained in the collective bargaining agreement between Union and the Employer.

AGREED TO BY:

Scott Goldstein, Fire Chief
Authorized Employer Representative

Jeffrey Buddle
President, IAFF Local 1664

Dated: _____

Dated: _____

ATTACHMENT B

SIDE LETTER

[OM MCFRS LETTERHEAD]

[DATE]

Jeffrey Buddle, President
Montgomery County Career Firefighters Association, IAFF Local 1664
932 Hungerford Dr. Suite 33-A
Rockville, MD 20850

Dear President Buddle:

As part of the negotiations between Montgomery County Government (the Employer) and the Montgomery County Career Firefighters Association, IAFF Local 1664 (the Union) over a successor collective bargaining agreement effective July 1, 2017 – June 30, 2019, the parties reached certain agreements with respect to procedures applicable to employee work substitutions ("CSB's"). As a result of those negotiations, MCFRS Policy and Procedure No. 519 (Work Substitutions) shall be amended to the extent necessary to comply with the following agreements of the parties:

- Schedulers shall check daily for CSB requests on their shift.
- CSBs may be submitted up to 30 days prior to the affected shift. When evaluated, and notwithstanding Policy 519:
 - If greater than 14 days prior to the affected date, the approval will be based on the CSB-O employee's assigned position on the roster;
 - If within 14 days, the approval shall be based on station staffing roster requirements;
 - If after the roster is built, vacancies remain which will otherwise require overtime, and there are pending uneven CSB's, and the pending CSB-W can fill one of the vacancies, and there are personnel signed up for overtime to fill the entire vacancy created by the CSB-O that remain on the roster, the CSB will be approved. If for any reason the person hired to fill the vacancy created by the CSB-O becomes unavailable to work in that vacancy, and there is nobody else available to work on overtime, then the vacancy will be filled by any means possible.
- These criteria for approving work subs shall remain in effect through June 30, 2019. However, representatives of the Union and the Department shall meet beginning 12 months after the implementation of these criteria and changes may be made to them upon mutual agreement of the parties. During the duration of this pilot program, the denial of work substitutions is not grievable under Article 38 of the Collective Bargaining Agreement.

The parties shall agree to the relevant amendments to MCFRS Policy and Procedure No. 519 before the amended document is issued; however, the above agreements shall be placed into effect no later than March 1, 2017.

Sincerely,

Scott Goldstein
Fire Chief

ATTACHMENT C

SIDE LETTER

[OM MCFRS LETTERHEAD]

[DATE]

Jeffrey Buddle, President
Montgomery County Career Firefighters Association, IAFF Local 1664
932 Hungerford Dr. Suite 33-A
Rockville, MD 20850

Dear President Buddle:

Beginning July 1, 2017, if an employee requests to be placed on sick leave after reporting to their work assignment, the employee can elect to be:

1. Placed on sick leave for the remainder of their shift.
2. Go to FROMS for an evaluation. Subsequent medical documentation obtained by the employee in accordance with Article 7 of the CBA can be used to excuse the sick leave incident.

This procedure will remain in effect for as long as it is allowed in the FROMS/OMS Clinic Services contract.

Sincerely,

Scott E. Goldstein
Fire Chief

ATTACHMENT D

SIDE LETTER

[ON MCFRS LETTERHEAD]

[DATE]

Jeffrey Buddle, President
Montgomery County Career Firefighters Association, IAFF Local 1664
932 Hungerford Dr. Suite 33-A
Rockville. MD 20850

Dear President Buddle:

As part of the negotiations between Montgomery County Government (the Employer) and the Montgomery County Career Firefighters Association, IAFF Local 1664 (the Union) over a successor collective bargaining agreement effective July 1, 2017 – June 30, 2019, the parties discussed an issue regarding an employee's right to have a Union representative present at an Internal Affairs interview. This letter memorializes the parties' mutual understanding reached during the aforementioned negotiations that when an Internal Affairs investigator notifies a bargaining unit employee to report for an investigative interview, consistent with Section 30.3 of the collective bargaining agreement, the notification shall be in writing and a copy of this notification shall also be sent to the Union President.

Sincerely,

Scott Goldstein
Fire Chief

**Montgomery County Career Fire Fighters Association, Inc
International Association of Fire Fighters, Local 1664
Fiscal Impact Summary***

| <u>Article</u> | <u>Item</u> | <u>Description</u> | <u>Annual Cost</u> | |
|----------------|--------------------------------------|---|--------------------|--------------------|
| | | | <u>FY19</u> | <u>Beyond FY19</u> |
| 19.1 | Wages | 2 Percent General Wage Adjustment in July 2018 | \$1,913,028 | \$1,913,028 |
| 19 | Longevity | Longevity Step Increases of 3.5 Percent for Eligible Employees | \$155,509 | \$249,561 |
| 20 | Pharmacy Benefit Management Programs | Inclusion of Pharmacy Benefit Management Programs for Specialty Drugs | -\$160,000 | -\$160,000 |
| 55 | Service Increments | Service Increment of 3.5 Percent for Eligible Employees | \$664,385 | \$1,423,472 |
| Total | | | \$2,572,922 | \$3,426,061 |

**Fire and Rescue Uniformed Management Pass-Through
Estimates****

| <u>Item</u> | <u>Description</u> | <u>Annual Cost</u> | |
|--------------|--|--------------------|--------------------|
| | | <u>FY19</u> | <u>Beyond FY19</u> |
| Wages | 2 Percent General Wage Adjustment in July 2018 | \$111,850 | \$111,850 |
| Longevity | Longevity Step Increases of 3.5 Percent for Eligible Employees | \$7,274 | \$13,739 |
| Total | | \$119,124 | \$125,589 |

* Estimates reflect the impact to all funds. Increases apply in the first full pay period during the month noted.

** No Fire and Rescue Uniformed Management is currently eligible to receive a service increment in FY19.