

Resolution No.:	<u>19-88</u>
Introduced:	<u>April 8, 2019</u>
Adopted:	<u>April 30, 2019</u>

**COUNTY COUNCIL  
FOR MONTGOMERY COUNTY, MARYLAND**

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Lead Sponsor: County Council

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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, 2019, 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, 2019 through June 30, 2020. 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 FY2020.
5. The County Council discussed the agreement at a worksession on April 23, 2019.
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 FY2020:


1. 2.4% general wage adjustment for all bargaining unit members on the first pay period after November 10, 2019.
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. Increase in assignment pay differential to 3.2% of defined salary.
6. Increase in the ALS provider differential to 15% of defined salary.
7. Increase in special duty differential for members assigned to EDD to \$7075.

The County Council intends to reject the following provisions for FY2020:

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 FY2019 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, 2019 through June 30, 2020. 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 6  
ANNUAL LEAVE

\*           \*           \*

Section 6.3      Leave Year and Annual Leave Procedure

\*           \*           \*

B.           Second, third, and fourth round picks are for any three days maximum in each round~~[.]~~, provided however, that employees assigned to a 40-hour or 42-hour workweek may select up to four days in rounds two through four. The ~~[[three]]~~ days selected in rounds two through four do not have to be consecutive, nor do they need to be aligned Sunday through Saturday.

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ARTICLE 7  
SICK LEAVE

\* \* \*

Section 7.7 Sick Leave use

Section 7.7 Sick Leave Use

A. Procedure

The parties agree that the following sick leave usage procedure will apply.

During any consecutive twelve (12) month period, an employee who is scheduled to work 2,496 hours per year and who is unable, due to illness or injury, to report to work for more than seventy-two (72) consecutive work hours; an employee who is scheduled to work 2,184 hours per year and who is unable, due to illness or injury, to report to work for more than forty-eight (48) consecutive work hours; an employee who is scheduled to work 2,080 hours per year and who is unable, due to illness or injury, to report to work for more than forty (40) consecutive work hours; must obtain documentation from a physician or other licensed healthcare provider<sup>1</sup> confirming the employee was under the physician's or other licensed healthcare provider's care. Such documentation must be submitted [ upon the employee's return to work] before the end of the employee's next working shift after taking sick leave (family or personal).

1. The medical documentation obtained from the physician or other licensed healthcare provider[ will] shall be forwarded electronically by the employee to the Battalion Chief [via the Station Officer upon the employee's return to work] and upon receipt, the Battalion Chief shall promptly approve the sick leave via the MCFRS scheduling software. The Battalion Chief may require the employee to obtain medical clearance from the Fire Rescue Occupational Medical Section if he or she believes that the employee is not medically fit for full duty. An appointment with the Fire Rescue Occupational Medical Section will be scheduled via the Battalion Chief. The medical documentation from the Fire Rescue Occupational Medical Section will be forwarded to the Battalion Chief via the Station Officer, when the employee returns to their work site.
  2. During any consecutive twelve (12) month period, an employee on a "24/48" work schedule may incur four (4) incidents of sick leave use (family or personal) without obtaining and submitting to the Employer medical documentation from
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a physician or other licensed healthcare provider. When the employee has reached the above-described limitation on the use of sick leave (family or personal) without obtaining and submitting medical documentation, the Employer agrees that the Battalion Chief will:

- a. [counsel] communicate to the employee that additional sick leave without the appropriate documentation from a physician or other licensed healthcare provider may result in the employee being placed on sick leave restriction. The Battalion Chief shall be responsible for ensuring that such notification is received by the employee.
- b. If the employee is placed on sick leave restriction, the Employer may:
  - i. refuse to approve additional sick leave without the appropriate medical documentation.
  - ii. If the employee uses additional sick leave and fails to obtain and submit the appropriate medical documentation, the Employer may charge the employee AWOL for the time the employee was absent from work.

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#### ARTICLE 9 ADMINISTRATIVE LEAVE

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D.

1. An employee who is called to jury service, or who is subpoenaed as a witness in a civil or criminal court case or in an administrative agency hearing. An employee that is empaneled on a jury shall be placed on Administrative Leave for each full work shift that the employee is required to fulfill his/her jury obligations. Any granted administrative leave for jury service when an employee is not empaneled on a jury will end two (2) hours if in Montgomery County, and three (3) hours if outside Montgomery County after the employee is excused by the court. Administrative leave that is granted to an employee that is subpoenaed as a witness in a civil or criminal court case or in an administrative hearing will begin at the start of the shift the day the employee is scheduled to testify and will end two (2) hours if in Montgomery County, and three (3) hours if outside Montgomery County after the employee is excused from the proceeding. At the employee's discretion, he/she may opt to take personal leave for the remainder of the work shift rather than receive the prescribed number of hours of administrative leave in the situations described above; and the use of such leave

will not count toward the number of leave slots (annual or casual) in Section 6.13 of the agreement.

Administrative leave will not be granted, however, to an employee who is subpoenaed to appear in a court or administrative case in which the employee is a party, unless the case is related to the employee's official duties. In the event an employee is commanded to appear at a court or administrative agency proceeding (e.g., trials, hearings or discovery proceedings) for a case that is not related to the employee's official duties, or is a party to the case and whose presence is necessary at such proceeding, the employee shall be permitted to use his/her own leave but the use of this leave will not count toward the number of leave slots (annual or casual) in Section 6.13 of the agreement.

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#### ARTICLE 17 SPECIAL DUTY DIFFERENTIALS

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##### Section 17.1 Disposition of Assignment Pay Differentials

An employee who is transferred, promoted, demoted, or re-appointed to a position with an assignment pay differential will receive the designated differential. An employee who is transferred, promoted, demoted, or re-appointed from a position with an assignment pay differential to a position without the differential will forfeit the designated differential.

###### A. Hazardous Materials

Level III Assignment:	[\$1,837] <u>3.20% of the Fire Fighter III, Step H base pay</u>
Response Team Cert.	[\$ 407] <u>\$500</u>

[Effective the first pay period beginning on or after July 1, 2014, increase the Hazardous Materials Level III Special Duty Pay Differential to \$2,037 and increase the Response Team 35 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, Air compressor Technicians and Meter Technicians**

Assignment: **[\$1,837] 3.20% of the Fire Fighter III, Step H base pay**

[Effective the first pay period beginning on or after July 1, 2014, increase the Self Contained Breathing Apparatus Technician Special Duty Pay Differential to \$2,037. Effective the first full pay period beginning on or after July 1, 2015, implement a Special Duty Pay Differential for Air Compressor Technicians and Meter Technicians in the amount of \$2,037.]

**[C. Code Compliance Section**

Assignment: **\$1,837]**

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

**[D.] C. Fire Investigations Unit**

Assignment: **[\$1,837] 3.20% of the Fire Fighter III, Step H base pay**

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

**[E.] D. Fire Captain Serving as Station Commander: [ \$2,887] 3.20% of the Captain, Step J base pay**

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.] E. Technical Rescue Team (TRT)**

Assignment: **[\$1,837] 3.20% of the Fire Fighter III, Step H base pay**

Response Team Cert: **[\$407] \$500**

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

**[G.] F. Swift Water Rescue Team**

Assignment: **[\$1,837] 3.20% of the Fire Fighter III, Step H base pay**

Response Team Cert: **[\$407] \$500**

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

[H.] G. Scheduler

Primary Scheduler: [\$1,837] 3.20% of the Fire Fighter III, Step H base pay  
Backup Scheduler: [\$407] \$500

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

H. ROCC Fire/Rescue Liaison

Assignment: 3.20% of the Fire Fighter III, Step H base pay  
Response Team Cert: \$500

I. Rail Officer

Assignment: 3.20% of the Fire Fighter III, Step H base pay

Section 17.2 Special Pay Differentials

A. Beginning the first day of the first full pay period on or after July 1, [2016] 2019, all County-credentialed ALS Providers will receive [a] the following special duty differential [in accordance with the following schedule]:

[Credential Years:

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

15% of the Fire Fighter III, Step H base pay

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Section 17.5 Eligibility

Employees shall be eligible for the differentials enumerated above based upon criteria in effect at the time of initiation of this agreement.

A. An employee assigned to a Specialty Team station shall be entitled to receive a Special Duty Differential upon completion of the necessary Training.



B. Eligible employees are limited to participation in two (2) Specialty Teams.

C. An employee who is assigned to a station with only one specialty team and who is a member of that team and is also a member of another team (that runs out of a different station) shall receive one Assignment Pay Differential and one Certification Pay for participation on the second team.

D. An employee who voluntarily leaves a Specialty Team Station will no longer be a member of that team and will forfeit his/her Assignment and/or Certification pay. The Special Operations Chief shall be responsible for ensuring that an employee's special duty differential is discontinued upon the effective date of the employee's transfer.

E. An employee who is involuntarily transferred or promoted out of a Specialty Team Station will be eligible to remain on the specialty team and will receive Certification Pay so long as he/she remains qualified for the team.

#### Section 17.6 Training Incentive Pay (TIP)

An employee who is assigned to a Specialty Team station will receive Training Incentive Pay (TIP) of \$700 per year for a period not longer than two (2) years if the employee meets the following terms and conditions:

1. the employee has applied for and been accepted to a Specialty Team;
2. the employee may only train for one Specialty Team at a time;
3. the employee successfully completes training within two (2) years.

Once an employee successfully completes the training requirements for a Specialty Team, he/she will receive Assignment Pay in accordance with Section 17.1 of this Article. Failure to complete the training requirements for a Specialty Team within two (2) years may result in removal from the team and transfer out of the Specialty Team station.

#### Section 17.7 Float Officers

Captains and Lieutenants assigned to a Battalion float relief position in a Battalion that contains a station for the specialty team of which they are a member shall be eligible for pay consistent with the provisions of Sections 17.5 and 17.6. this article.

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## ARTICLE 19 WAGES

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#### Section 19.1 General Wage Adjustments

A. 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 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

B. Effective the first full pay period on or after July 1, 2016, the base salary for all bargaining unit members shall be increased by 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 October 1, 2017, the base salary for all bargaining unit members shall be increased by two (2.0)]

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

C. Effective the pay period beginning November 10, 2019, the base salary for all bargaining unit members shall be increased by two and four-tenths (2.4) 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, [ and II] 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. 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, and which has been postponed in subsequent collective bargaining agreements, shall continue to be postponed through FY[2019] 2020.

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## ARTICLE 22 PREVAILING RIGHTS

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- F. Workplace provisions - the employer will supply, maintain~~rs~~ 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~~rs~~, [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.

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## ARTICLE 23 HOURS OF WORK

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The County agrees to maintain a joint committee with equal numbers of Union and County representatives to study and make strategic recommendations to the County Executive, the Chief Administrative Officer and the Fire Chief before [January 1, 2018] October 31, 2019 regarding work hours for bargaining unit employees. The Union representatives on the Committee shall 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.

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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.

Notwithstanding the above, the Employer may involuntarily transfer an employee to the MCRS Administrative Services Division without advance notice, provided however, that during the first two weeks of such transfer the employee shall only be required to work dayside on the weekdays he/she would otherwise have worked but for the involuntary transfer. He/she shall be on paid administrative leave for the hours remaining in the initial two weeks of the involuntary transfer. The employee may take any leave during this two-week period that was previously approved, which shall not count toward the established leave cap. Employees who are involuntarily transferred to the Administrative Services Division shall have the right to submit a written objection to the Fire Chief as provided in the paragraph above.



\* \* \*

ARTICLE 31  
[UNION MEMBERSHIP ON APPARATUS SPECIFICATIONS COMMITTEE]  
MCFRS APPARATUS PROCUREMENT AND MAINTENANCE

\* \* \*

A. 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.

B. At the time that any piece of apparatus is returned to service following repair and/or maintenance by CMF, a written apparatus repair/maintenance report shall be given to the apparatus unit officers which shall include all repairs and/or maintenance items that were performed as well as any repairs and/or maintenance items that remain outstanding. If the documentation process will delay a unit's return to service that results in a reduction in the response fleet, the report will be sent to the Station Commander no later than the next business day that CMF is open. A reduction in the response fleet is either:

- "Downstaffing" below the established minimums for engines, trucks, rescue squads, or ambulances; or
- Specialty units such as HazMat, Technical Rescue, or Water Rescue units

In instances when apparatus is sent to a third-party vendor for repair and/or maintenance, the County shall request that the vendor provide a work order to CMF upon completion of work. Content from the vendor work orders will be added to the repair record within the current fleet management software. If a work order is not received from a vendor when a unit is returned, the quality control check on the unit by CMF shall be entered into the current fleet management software and a printout of the quality control check results shall be provided to the apparatus unit officer at the time the apparatus is



returned to service in accordance with the same terms as above. If a duplicate repair/maintenance record is needed, it will be provided to the Station Officer upon request.

Implementation of this subsection B shall begin no later than October 31, 2019.

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## ARTICLE 35 HEALTH AND SAFETY

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### Section 35.1 Joint Health and Safety Committee

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6. Study, review and evaluate new apparatus specifications contemplated for use by MCFRS. Copies of all materials in the possession of or considered by the Apparatus Specifications committee shall be forwarded to the Joint Health and Safety Committee for review. 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.

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### Section 35.10 Access to Behavioral Health Services

Bargaining unit employees who are receiving behavioral health services from providers employed or contracted by the County immediately prior to their retirement from County employment shall have a vested right to continue receiving these services during the first year of their retirement upon the same terms and conditions as applied while they were employed by the County.

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## ARTICLE 38 CONTRACT GRIEVANCE PROCEDURE

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### Section 38.2 Initiation of a Grievance

- A. The Union may in its discretion, in cases of suspension, demotion or dismissal only, skip step 1 of the Grievance Procedure and take a grievance directly to step 2 – the [Office of Human Resources Director] Chief Administrative Officer or his/her designee. If the Union exercises its discretion pursuant to this subsection, it will so notify in writing the [Office of Human Resources] Chief Administrative Officer upon filing the grievance.
- B. At the option of the Union, a grievance may be presented informally by a local representative of the Union or designee of the Union to MCFRS Labor Relations Officer or designee for resolution. If the grievance is not resolved at that stage, it may be processed as provided below.

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### Section 38.4 Second Step of the Grievance Procedure

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

#### Section 38.5 Binding Arbitration

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

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#### ARTICLE 50 DURATION OF CONTRACT

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#### Section 50.1 [Two] One Year Agreement

The duration of this Agreement shall be from July 1, [2017] 2019 through June 30, [2019] 2020.

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#### ARTICLE 55 SERVICE INCREMENTS

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#### Section 55.4 Amount of Service Increment

A. The amount of the service increment should be consistent with the pay plan/salary schedule as provided for in Appendix I [, II, or III].

B. If an eligible employee's base salary would exceed the maximum for the pay grade if the employee received the full pay increase associated with the service increment, the employee shall receive a reduced pay increase that brings the employee's base salary to the maximum of the pay grade.

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#### Section 55.8 Postponement of Service Increments

Service increments that eligible bargaining unit employees were scheduled to receive in Fiscal Year 2011 pursuant to the 7/1/08 - 6/30/11 Collective Bargaining Agreement but which the County Council elected not to fund for FY 2011 shall be 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 [2019] 2020. However, no bargaining unit employee shall lose service credit for purposes of progression within the uniform pay plan.

Effective July 1, [2017], 2019 eligible bargaining unit employees shall receive an annual service increment on their anniversary date as described in this Article.

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### ARTICLE 57 EMERGENCY COMMUNICATIONS CENTER

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#### Section 57.2 Differentials

An employee who is transferred, promoted, demoted or re-appointed will be compensated for special pay differential entitled to the incumbent of a position designated for a differential. An employee who is transferred, promoted, demoted, or re-appointed from a position entitled to a special pay differential to a position not so entitled will forfeit such additional compensation. All ECC Special Duty Differentials are based on a 12-month assignment. Assignment of less than 12 months will receive a prorated Special Duty Differential based on the length of the assignment.

A. Special Duty Differential

Assignment ( <u>radio/dispatch/EMD</u> )	<del>\$(5,050)</del> <u>7,075</u>
<u>Assignment (radio/dispatch)</u>	<u>\$5,050</u>
Certification	<del>\$(1,000)</del> <u>2,000</u>

[Effective the first full pay period following July 1, 2009, increase the ECC Certification Pay from \$1000 to \$2000 annually.]

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# Montgomery County Fire and Rescue Service

## Fire Chief's General Order

NUMBER: 18-XX  
Date

TO: All MCFRS Personnel

FROM: Fire Chief Scott E. Goldstein

SUBJECT: Partial Shift Casual Leave

Beginning February 1, 2018, the rules for Casual Leave usage will allow bargaining unit employees to "split" shifts, taking leave in shorter, partial-shift increments than the currently existing 10-hour (12 hours for ECC or FEI) dayside or 14-hour (12 hours for ECC or FEI) nightside configurations.

Partial leave authorization will be managed via a manual approval process between the employee and the on-duty scheduler in accordance with the following rules:

1. Partial shift leave requests will only be considered once the Casual Leave cap has been met.
2. Initial requests for Casual Leave can be requested via TeleStaff for any minimum number of hours. Casual Leave requests will be automatically approved by TeleStaff if leave is available.
3. When [at or] above the Casual Leave cap, Casual Leave cannot be extended once it has been approved. Requests can be altered by emailing [#FRS.Schedulers@montgomerycountymd.gov](mailto:#FRS.Schedulers@montgomerycountymd.gov), but once approved, the leave times are locked in. If the request has been approved, the original "owner" of the leave spot would have to compete against any other employee (via entering a partial leave request) for the remaining hours. Employees should plan by taking casual leave in entire blocks whenever possible.
  - a. If your request for additional leave is approved and you are the original "owner" of the leave slot, you must notify the on-duty Scheduler via [#FRS.Schedulers@montgomerycountymd.gov](mailto:#FRS.Schedulers@montgomerycountymd.gov) and request the slots be combined into one. If this is not done, TeleStaff will treat the leave as if two people are off which could deny the next employee's pending leave request.

4. Employees who wish to cancel any type of approved, competed-for leave must cancel the entire leave period, or maintain at least a 3-consecutive hour minimum period of leave [within each leave period].
5. Requests for partial shift Casual Leave must be taken in 3-hour minimum blocks, or the entire balance of the leave period if fewer than 3 hours remain.
6. Each leave period (e.g. dayside or nightside) can only be split between two people.
7. The hours in the split cannot overlap.

Employees who wish to split a shift by requesting partial shift leave approval shall follow the procedure outlined below.

1. Enter a Casual Leave request into Telestaff in accordance with existing procedures.
2. Wait at least one hour after entering the request, and if the request is not automatically approved by Telestaff, send an email to [#FRS.Schedulers@montgomerycountymd.gov](mailto:#FRS.Schedulers@montgomerycountymd.gov) requesting to split leave with [NAME], including the date and times of the split.
3. If available, the scheduler will:
  - a. Add a note to the work code of the "owner" of the spot "SPLIT WITH [NAME]"
  - b. Add ANL-Split or CPL-Split work code with a note "SPLIT WITH [NAME]" to the employee who requested the split.
4. Should the original "owner" cancel their leave, the scheduler will:
  - a. Change the "owner's" competed-for work code to the Leave Cancelled code.
  - b. Change the ANL-Split or CPL-Split work code to the appropriate competed-for leave code on the calendar of the person with whom the leave was split. That person becomes the "owner" of the leave spot and the note is removed.

Unless otherwise extended, this FCGO will expire on [January 31, 2019] June 30, 2020.

## Side Letter - Labor-Management Subcommittee to Review the Promotional Process

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, 2019 – June 30, 2020, certain issues were raised by the Union relating to promotions of bargaining employees. As a result of those negotiations, it is hereby agreed that no later than July 31, 2019, a subcommittee shall be established pursuant to Article 34(C) of the collective bargaining agreement between the Employer and the Union to review the current MCFRS promotion policy and the promotional process applicable to bargaining unit employees, including the process for developing questions for promotional exams; and that no later than October 31, 2019, this subcommittee shall issue written recommendations for consideration in accordance with the procedure set forth in Article 34(C). Nothing herein is intended to authorize this subcommittee to draft or to make recommendations concerning specific questions to include on promotional exams.

Side Letter regarding Recommendations of the MCFRS CIRC Committee

The Union and the Employer shall enter a Memorandum of Understanding that is effective beginning 7/1/19 and which provides as follows:

If the recommendation of the Collision Incident Review Committee ("CIRC") is solely to remove NATD status, and the MCFRS Fire Chief concurs, restoration of the affected employee's driving status shall be implemented within seven (7) calendar days following the issuance of the Committee's recommendation.

If the recommendation(s) of the CIRC goes beyond restoration of NATD status or the Fire Chief declines to implement a CIRC Committee recommendation in whole or in part, the affected employee shall be notified of such decision, and the reason(s) therefore, within ten (10) calendar days following the issuance of the Committee's recommendation(s).

Side Letter – Clothing Items to Be Worn by Employees Assigned to FEI

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, 2019 – June 30, 2020, the Employer presented a proposal to amend Section 46.5 of the parties' collective bargaining agreement which addresses various clothing items to be worn by employees assigned to the Fire & Explosives Investigation Section. As a result of those negotiations, it is hereby agreed that the Employer shall withdraw said proposal and that the subject matter therein shall instead be referred to the Uniform Advisory Committee pursuant to Article 39 of the collective bargaining agreement.



### Side Letter Art 31 Standing Committee

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, 2019 – June 30, 2020, the Union raised the issue of apparatus repair/maintenance reporting. As a result of those negotiations, it is hereby agreed that no later than July 31, 2019, a standing subcommittee shall be established pursuant to Article 34(C) of the collective bargaining agreement between the Employer and the Union that is authorized to consider the following (and other) issues:

- Apparatus defect reporting as it relates to submission to final reporting;
- Defects that might impact the safe operation of apparatus, and providing appropriate direction to the vehicle operators;
- Communication related to extended out-of-service time.
- Issues pertaining to improvement of the existing fleet management software.

Side Letter - Labor-Management Subcommittee to Draft a Peer Support Program

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, 2019 – June 30, 2020, the Union raised the issue of implementing a peer support program for the purpose of assisting bargaining unit employees who experience mental/behavioral health issues. As a result of those negotiations, it is hereby agreed that no later than July 31, 2019, a subcommittee shall be established pursuant to Article 34(C) of the collective bargaining agreement between the Employer and the Union to study the creation of a peer support program that could be utilized by bargaining unit employees; and that no later than October 31, 2019, this subcommittee shall issue written recommendations relating to such a program for consideration in accordance with the procedure set forth in Article 34(C).

## SIDE LETTER EME SELECTION PROCESS

During 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, 2019 – June 30, 2020, certain issues were raised by the Union regarding the process whereby the County selects health care providers and the Employee Medical Examiner (EME) at the Fire and Rescue Occupational Medical Services (FROMS).

As a result of those negotiations, it is hereby agreed that the Union shall participate to the full extent allowed by law, rule, and regulation in the entire bidding process. However, it shall not include the right to veto the selection.

### Side Letter – Fax Machines

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, 2019 – June 30, 2020, the Employer proposed to delete the term “facsimile machine” from Section F of Article 22 (“Prevailing Rights”) of the parties’ collective bargaining agreement. Upon agreement by the Union to this proposal, the Employer also agrees that bargaining unit employees shall not be required at any time to submit any document to either a County office or an office of a County contractor by means of facsimile transmission.