
Montgomery County, Maryland

Agreement

Between Montgomery County Career Fire Fighters
Association, International Association of Fire Fighters, Local
1664, AFL-CIO and Montgomery County
Government/Montgomery County, Maryland



For the Years July 1, 2013 Through June 30, 2016

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PREAMBLE

This Collective Bargaining Agreement is entered into by Montgomery County, Maryland (hereinafter referred to as "Employer"), and Local #1664, Montgomery County Career Fire Fighters Association of the International Association of Fire Fighters, AFL-CIO (hereinafter referred to as "Union"), and has as its purpose the promotion of harmonious relations between the County and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and includes the agreement of the parties on rates of pay, hours of work and other conditions of employment for the employees covered hereunder.

An employee of the Union shall not either directly or indirectly cause, instigate, encourage, condone, or engage in any strike, nor the Employer in any lockout. An employee or the Union shall not obstruct, impede, or restrict, either directly or indirectly, any attempt to terminate a strike. Violation of this provision shall subject employees and the Union to sanctions as enumerated in Section 33-156 (c) of the Montgomery County Code, as amended.

ARTICLE 1 - RECOGNITION

The Employer recognizes the Union as the sole and exclusive bargaining agent of the employees in the Montgomery County Fire and Rescue Services who are in the classification of: Fire Fighter/Rescuer I, Fire Fighter/Rescuer II, Fire Fighter/Rescuer III, Master Fire Fighter/Rescuer, Fire/Rescue Lieutenant, Fire/Rescue Captain and who are associated with fire suppression, fire protection, fire communications, fire service training, rescue and emergency medical services, fire investigation, fire code enforcement; excluding, however, those Lieutenants and Captains whose primary assignment is in budget, internal affairs, labor relations, human resources, public information, or quality assurance.

ARTICLE 2 - ORGANIZATIONAL SECURITY

Section 2.1 Union Membership

- A. It shall be a continuing condition of employment that all bargaining unit employees: 1) shall become and remain members in good standing of the Union, or 2) pay a service fee, effective July 1, 1989. Within sixty (60) days of obtaining merit status and receipt of notification from the Union a bargaining unit employee shall exercise one of the choices above.
 - 1. Semi-annually the Employer shall provide the Union with an updated list of all employees of the Montgomery County Fire and Rescue Service who at the time are in a probationary status. Such list shall contain the following information for each probationary employee: name, home address, current station assignment, and date of hire. These semi-annual reports will be provided to the Union by March 1 and September 1 each calendar year.
- B. The Union dues and service fees shall be set by the Union. These amounts may be subject to change each year of this Agreement as a result of notice given by the Union to the Employer at least sixty (60) days prior to the effective date of the change, which shall be the first full pay period following July 1 of each year.
- C. The Union shall comply, in the administration of this Article, with Section 33-148 (1) of the Montgomery County Code, as amended; specifically, the Union shall adhere at all times to all federal constitutional requirements in its administration of any agency shop system maintained by it.
- D. The Union shall indemnify and hold the Employer harmless against any and all claims arising from actions taken by the Union with regard to the collection of agency service fees or the resolution of disputes concerning agency service fees.

Section 2.2 Dues Check-Off

- A. Upon the presentation by the Union of a list of the individual employees covered by this Agreement for each of whom the Union certifies to have on file a written authorization for dues deduction or service fee deduction duly executed by the employee, the Union shall be entitled to have the dues or service fees deducted from their paychecks on a bi-weekly basis. Such authorization shall be non-revocable and automatically renewed from year to year.
- B. The amounts to be deducted shall be certified to the Employer by the Treasurer of the Union. Whenever the Union notifies the Employer to begin deducting the dues of any bargaining unit employee, said deductions shall begin no later than the second paycheck following the Union's notification. If the Employer fails to make the deduction within this period, the Union will notify the Employer who shall immediately correct the error. Aggregate deductions of all employees

shall be remitted at least monthly to the Union along with an itemized statement.

- C. The Employer or its agents or representatives shall not encourage or discourage membership in the Union by discriminating in hiring, tenure, wages, hours, or conditions of employment. The Union, its agents, representatives and persons who work for it shall not restrain, coerce, or interfere with employee rights.
- D. The Union shall indemnify and hold the Employer harmless against any and all claims, demands, suits, or any other forms of liability that shall arise out of or by reason of action taken or not taken by the Employer for the purposes of complying with any list, notice, form, card, or assignment furnished under this Article.
- E. When a bargaining unit employee returns to work from a non-pay status, and upon appropriate certification from the Union that the employee owes back dues to the Union, the Employer shall deduct from the employee's next paycheck the full amount of back dues owed.

Section 2.3 Union Business

- A. The President of the Union or the President's designee shall be granted administrative leave up to 1248 hours per year for the purpose of discharging his official representational duties as Union President provided that the President and designee are not simultaneously covered by administrative leave.
- B. Members of the Union Executive Board, when scheduled to work, shall be granted four hours administrative leave to attend Executive Board meetings, not to exceed one meeting per month.
- C. All requests for administrative leave as defined in this Article 2 shall be submitted in writing by the Union to the Fire Chief or his/her designee no later than fourteen calendar days prior to the requested date. This advance notice period may be waived under extenuating circumstances by mutual agreement. Such requests shall not be unreasonably denied.
- D. In addition, members of the bargaining unit shall be assessed three (3) hours compensatory leave or annual leave per year (at the option of the employer) which shall be contributed to an administrative leave bank for the purpose of additional administrative leave to the President and/or other officers and officials of the Union. Administrative leave identified in this Subsection and Subsection A shall be the sole source of leave for the Union President and shall result in the President being placed on administrative leave full-time, except that the President shall continue to use annual and sick leave pursuant to applicable regulations and the provisions of this Agreement. Any residue in this leave bank at the end of any leave year shall not carry over to the next year.
- E. The President and two Vice Presidents of the Union shall be provided with one pager each of a type and design selected by the Employer to assist in their representational duties.
- F. An administrative leave bank of two hundred (200) hours shall be created for use by Union officers and officials to attend workshops, seminars, conferences, and conventions related to the conduct of their duties in the Union.
- G. Union Access to County Network: The Employer shall provide the means for the Union President, 1st Vice President, 2nd Vice President, and any other mutually agreed upon union representative to wireless Internet access at County worksites, if available. This access will be for the purpose of conducting official labor/management business at County worksites.

Section 2.4 Leave for Negotiations

Bargaining unit employees who are members of the Union negotiations committee shall receive reasonable Administrative Leave in connection with contract negotiations and preparations.

Section 2.5 Communication Distribution

- A. Provided always that the distribution needs of the Montgomery County Fire and Rescue Service (MCFRS) be paramount, the Union Office shall be included on the fire department courier service (when in operation) for distribution of official Union communications concerning representation of employees.
- B. The President of the Union shall receive all MCFRS official department communications which affect bargaining unit employees.
- C. Electronic Correspondence: The County agrees to create a #FRS.Bargaining Unit email group for official union correspondence sent to bargaining unit employees. The County agrees to update this email group at least two (2) times a year. Access to send correspondence to this group will be limited to the principal officers of the Union. The Union will notify the County at least one (1) time a year, usually in July, of the current principal officers of the Union.

Section 2.6 Bulletin Board Space

The Employer agrees to furnish and maintain reasonable bulletin board space in each work site. These bulletin boards shall be placed in a readily accessible work area and the space designated herein shall be for the exclusive use of the Union.

Section 2.7 Non-Participation in Volunteer LFRD/Corporation Activities

Bargaining unit employees shall not participate in volunteer LFRD/Corporation activities prohibited by any law, rule, or regulation; nor shall they be required to participate in volunteer_LFRD/Corporation internal operations, fund raising activities, board or membership meetings.

Section 2.8 Bargaining Unit Information

Semi-annually the Employer will provide the Union with a list of the following information for all permanent employees: name, address, telephone number (subject to release by the employee), duty station, pay grade, date of hire, date of assignment to and separation from the bargaining unit, and date of last promotion. These semi-annual reports will be provided to the Union by March 1 and September 1 each calendar year.

Section 2.9 Access to Fire/Rescue Operations Information

The County will provide to the Union a **computer** terminal with 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. The President of the Union shall administrative software rights to the scheduling software, to include access to employee schedules, work histories, and 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.

Section 2.11 Political Action Committee (PAC) Check-Off

- A. Upon the presentation by the Union of a list of the individual employees covered by this Agreement who have signed written authorizations to have deducted from their paychecks contributions to the Union's PAC, the Union shall be entitled to have deducted from the paychecks of such employees on a bi-weekly basis contributions to the Union's PAC. Such authorizations shall be non-revocable and automatically renewed from year to year. Any voluntary political check-off form (i.e. the written authorization that the employees voluntarily sign) provided by the Union shall be in compliance with Federal and State election law requirements.
- B. The amounts to be deducted shall be certified to the Employer by the Treasurer of the Union's PAC. Whenever the Union notifies the Employer that an employee has authorized to have deducted from his or her paycheck contributions to the Union's PAC, the Employer shall begin such deductions no later than the second paycheck following the Union's notification. If the Employer fails to make the deduction within this period, the Union will notify the Employer of the error. Upon such notification, the Employer shall immediately correct the error.
- C. The Employer shall remit to the Union at least bi-weekly the aggregate contributions to the Union's PAC deducted from the paychecks of all employees who have signed written authorizations. The Employer shall also remit to the Union at least bi-weekly an itemized statement of the contributions to the Union's PAC deducted from the paychecks of all employees who have signed written authorizations.
- D. Neither the Employer nor its agents or representatives shall encourage or discourage employees from contributing to the Union's PAC. Neither the Union, its agents, representatives nor persons who work for the Union shall interfere with an employee's right to refrain from contributing to the Union's PAC.
- E. The Union shall indemnify and hold the Employer harmless against any and all claims, demands, suits, or any other forms of liability that shall arise out of or by reason of action taken or not taken by the Employer for the purposes of complying with any list, notice, form or assignment furnished under this Article.
- F. When a bargaining unit employee returns to work from a non-pay status, and upon appropriate certification by the Union that the employee has in writing authorized to have deducted from his or her paycheck contributions to the Union's PAC, the Employer shall commence deducting such contributions no later than the second paycheck following the Union's certification.

ARTICLE 3 - UNION ACTIVITIES

The Employer agrees that during working hours on the Employer's premises, and without loss of pay, consistent with the use of administrative leave provided for in Article 2 of this agreement, the Union Executive Board representatives or other Union representatives shall be allowed to:

- A. Post Union notices in designated areas;
- B. Distribute Union literature in non-work areas;
- C. Consult with the Employer, representatives, local Union officers or other union representative concerning the enforcement of any provisions of this agreement; and

- D. Further, the President or designee shall continue to address the recruit classes at a mutually agreeable time.

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, 1st Vice President and 2nd Vice President for Labor/Management related business held at the Executive Office Building.

The County agrees to provide electronic access to the Public Safety Headquarters building for the Union President, 1st Vice President and 2nd 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 5 - MANAGEMENT RIGHTS

This agreement shall not impair the right and responsibility of the employer to:

- A. Determine the overall budget and mission of the Employer and any agency of County government.
- B. Maintain and improve the efficiency and effectiveness of operations.
- C. Determine the services to be rendered and the operations to be performed.
- D. Determine the overall organizational structure, methods, processes, means, job classifications and personnel by which operations are to be conducted and the location of facilities.
- E. Direct and supervise employees.
- F. Hire, select and establish the standards governing promotion of employees and classify positions.
- G. Relieve employees from duties because of lack of work or funds, or under conditions when the Employer determines continued work would be inefficient or nonproductive.
- H. Take actions to carry out the mission of government in situations of emergency.
- I. Transfer, assign and schedule employees.
- J. Determine the size, grades and composition of work force.

- K. Set the standards of productivity and technology.
- L. Establish employee performance standards and evaluate employees, except that evaluation procedures shall be a subject for bargaining.
- M. Make and implement systems for awarding outstanding service increments, extraordinary performance awards and other merit awards.
- N. Introduce new or improved technology, research, development and services.
- O. Control and regulate the use of machinery, equipment, and other property and facilities of the Employer, subject to the Employer's duty to bargain matters affecting the health and safety of employees.
- P. Maintain internal security standards.
- Q. Create, alter, combine, contract out or abolish any job classification, department, operation, unit or other division or service, provided that no contracting of work which will displace employees may be undertaken by the Employer unless ninety (90) days prior to signing the contract, or such other date of notice as agreed by the parties, written notice has been given to the certified representative.
- R. Suspend, discharge or otherwise discipline employees for cause, except that, subject to Charter Section 404, any such action may be subject to the grievance procedure set forth in this collective bargaining Agreement.
- S. Issue and enforce rules, policies and regulations necessary to carry out these and all other managerial functions which are not inconsistent with this law, Federal or State law or the terms of this collective bargaining Agreement.

ARTICLE 6 - ANNUAL LEAVE

Section 6.1 Definition

Annual leave is earned, paid leave granted to eligible employees for vacations and other personal use.

Section 6.2 Eligibility

All bargaining unit employees are eligible to earn annual leave.

Section 6.3 Leave Year

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 and they shall be informed by MCFRS as to whether their selections are approved or disapproved. For employees covered by this agreement, annual leave selections shall be awarded on the basis of seniority.

Section 6.4 Leave Accounting Period

The leave accounting period must be established by the Chief Administrative Officer.

Section 6.5 Accrual Rates

- A. Bargaining unit employees with less than 3 years of County service earn annual leave at the rate of 120 hours per leave year. Full-time employees with at least a minimum of 3 years, but less

than 15 years of County service earn annual leave at the rate of 160 hours per leave year. Full-time employees with 15 years or more of County service earn annual leave at the rate of 208 hours per leave year.

- B. Notwithstanding accrual rates established for employees under this section, as of January 3, 1988, bargaining unit employees assigned to a 2,496-hour work year earn annual leave at the following rates:
 - 1. Less than 3 years County service - 144 hours per leave year.
 - 2. With at least a minimum of 3 years but less than 15 years of County service - 192 hours per leave year.
 - 3. With 15 years or more of County service - 249 hours per leave year.
- C. Further, Bargaining unit employees assigned to a 2,184-hour work year earn annual leave at the following rates:
 - 1. Less than 3 years County service - 126 hours per leave year.
 - 2. With 3 years but less than 15 years of County service - 168 hours per leave year.
 - 3. With 15 years or more of County service - 219 hours.

Section 6.6 Changes in Accrual Rates

Annual leave accrual rate changes are effective the first day of the leave accounting period in which the employee completes 3 years or 15 years of County service.

Section 6.7 Maximum Accumulation

Maximum accumulation amounts apply only to the amount of annual leave that may be carried over from one leave year to the next and do not limit accumulated leave balances during the leave year.

- A. An employee who began work on or before December 31, 1956, may accumulate annual leave up to a maximum of 560 hours, provided the employee has been continuously employed since that date. An employee assigned to a 2,496 or 2,184-hour year and who meets this condition may accumulate annual leave up to a maximum of 672 or 588 hours respectively. An employee who began work on or before December 31, 1956, who subsequently has used accumulated annual leave in excess of 320 hours for the purposes of purchasing retirement service credits may only accumulate annual leave up to a maximum of 320 hours. Bargaining unit employees assigned to a 2,496 or 2,184-hour work year and who meets this condition may accumulate annual leave up to 384 or 336 hours respectively.
- B. An employee hired on or after January 1, 1957, but prior to July 1, 1972, may accumulate annual leave up to a maximum of 320 hours. A bargaining unit employee assigned to a 2,496 or 2,184-hour work year and who meet this condition may accumulate annual leave up to 384 or 336 hours, respectively.
- C. An employee hired on or after July 1, 1972, may accumulate annual leave up to a maximum of 240 hours. A bargaining unit employee assigned to a 2,496 or 2,184-hour work year and who meets this condition may accumulate annual leave up to 288 or 252 hours, respectively.

Section 6.8 Annual Leave in Excess of Maximum Accumulation

All accumulated leave in excess of the authorized maximum is forfeited at the end of leave year. All annual leave forfeited at the end of a leave year for being in excess of an employee's maximum allowable accumulation must be credited to that employee's accumulated sick leave. Subject to budget limitations

and the availability of funds, an employee may elect to be paid up to 50 percent of the excess leave accrued in the current leave year (at the employee's rate of pay at the end of the year) and transfer the remaining excess leave to the employee's accumulated sick leave. However, if management has denied an employee the opportunity to use leave in excess of the maximum allowable accumulation during that leave year, that amount may be carried over for a period of one year, even if in excess of the maximum allowable accumulation during that leave year, but must be forfeited to sick leave if not used during that period.

Section 6.9 Disposition of Accumulated Annual Leave at Separation from County Service

Upon leaving the County service, an employee must receive a lump-sum payment at the employee's current rate of pay for the total accrued annual leave as of the date of separation, less any indebtedness to the County Government. In the event of an employee's death, the employee's estate or designated beneficiary or beneficiaries, if permissible by law, must be paid for all accrued annual leave. The designated beneficiary must be as specified by the employee or as designated under the Employee's Retirement System of Montgomery County, if not named specifically.

Section 6.10 Transfer of Annual Leave to Another Agency

An individual who resigns employment with one County or bi-County agency to accept employment with another County or bi-County agency, without a break in service, may transfer accumulated annual leave to the new employing agency subject to any limitation that agency may have, provided there is a signed agreement of reciprocity between the two agencies.

Section 6.11 Use of Annual Leave for FMLA Purposes

Employees must be allowed to use accrued annual leave for any Family and Medical Leave Act purpose in accordance with Article 11 of this Agreement.

Section 6.12 Adjustment to Leave

Whenever an employee is reassigned to a different work schedule that results in a change in the average number of hours in his/her workweek, the annual leave which the employee has accumulated immediately preceding the change in his/her work schedule shall be adjusted by multiplying the employee's accumulated leave balance by the following conversion factor, as appropriate:

FROM WORK WEEK	TO WORK WEEK	CONVERSION FACTOR
48	40	0.833
40	48	1.200
42	40	0.952
40	42	1.050
48	42	0.875
42	48	1.143

Section 6.13 Annual Leave Slots

The number of vacation leave slots for 24-hour shift workers in the Division of Operations (field staffing) per day shall be equal to twelve percent (12%) of the sum of the average number of employees per shift as of October 1st and one-third of any career recruit class in session on October 1st. The number of vacation leave slots for day workers in the Division of Operations (field staffing) per day shall be equal to twelve percent (12%) of the day worker complement on October 1st.

The number of casual leave slots for 24-hour shift workers in the Division of Operations (field

staffing) per day shall be equal to nine percent (9%) of the sum of the average number of employees per shift on October 1st and one-third of any career recruit class in session on October 1st. The number of casual leave slots for day workers in the Division of Operations (field staffing) per day shall be equal to nine percent (9%) of the day work complement on October 1st.

The number of daily leave slots, both vacation and casual, shall be in effect for an entire calendar year, and shall be calculated each fall, prior to the time that vacation leave is selected for the next calendar year. Any fractional numbers resulting from the annual calculation shall be rounded up to the next whole number.

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.**
- B. The employee requesting casual leave shall request such leave not earlier than thirty (30) days before the requested date, and not later than 2100 hours on the day before the leave day being requested. An employee may contact the scheduler by telephone to determine leave availability at any time. If leave is available and granted within the above parameters, the scheduler will make appropriate TeleStaff entries and notifications. Requests for casual leave will be granted or denied by the Scheduler via telephone or TeleStaff, in accordance with the established number of leave slots available.
- C. Casual leave may be approved after the beginning of a shift if leave slots are available, provided that service needs are met. Personnel being granted "same-day casual leave" must remain on duty at the work-site until their relief arrives.
- D. If leave slots are available and the casual leave request is granted, leave will be granted on a first-come, first-served basis.

Section 6.15 Personal Leave Days

At the beginning of each leave year, each bargaining unit member assigned to a 2,496-hour work year shall be credited with 48 hours of personal leave to be used for any purpose. Each bargaining unit member assigned to a 40- or 42-hour work week shall be credited with a prorated number of hours of personal leave. The days must be used in full shifts (no partial shifts) and must be used during the leave year. All unused days are forfeited at the end of the leave year. Requests to use personal leave days will need to be scheduled and authorized in the same manner as annual leave is scheduled and approved. Personal leave benefit will be pro-rated for part-time employees. This additional personal leave will be taken and used without additional personnel costs or use of overtime to backfill for unit members on personal leave.

ARTICLE 7 - SICK LEAVE

Section 7.1 Definition

- A. Sick leave is earned, paid leave granted to eligible employees for periods of absence because of personal illness, injury, medical quarantine, medical, dental or optical examinations and

treatments, or any temporary disability caused or contributed to by pregnancy, miscarriage, or child-birth.

- B. An employee may also use sick leave for an illness, injury, medical quarantine, medical, dental, or optical examinations and treatments in the immediate family or for the purpose of attending to the immediate family at the time of birth or adoption of a child, provided the time used is not for a period more than the amount of sick leave earned in any calendar year, except an employee may request a waiver of this limitation from the Chief Administrative Officer or designee.
- C. Parents of a newborn or newly adopted child may use a sick leave amount in excess of that which is earned in any calendar year when such leave is taken in connection with parental leave as provided in Article 8 of this Agreement.
- D. Immediate family is defined in this Article as follows:
- the parent, stepparent, legal guardian¹, grandparent, spouse, domestic partner², brother or sister, child or stepchild and,
 - the parent, grandparent, child, grandchild or legal guardian of the bargaining unit employee's spouse or domestic partner.

The Chief Administrative Officer or designee may approve an employee's use of sick leave to care for an individual who lives with the employee in the employee's residence or for an individual who is either related to the employee by blood or has a close association with the employee equivalent to a family relationship.

Section 7.2 Eligibility

All bargaining unit employees are eligible to earn sick leave.

Section 7.3 Leave Year

The leave year begins with the first full pay period of a calendar year and ends with the payroll period in which December 31 falls.

Section 7.4 Leave Accounting Period

The leave accounting period must be established by the Chief Administrative Officer.

Section 7.5 Accrual Rates

Bargaining unit employees assigned to a 2,496-hour work year earn 144 hours of sick leave per year. Bargaining unit employees assigned to a 2,184-hour work year earn 126 hours of sick leave per year. Notwithstanding the accrual rate provided for above, employees in the bargaining unit who work a schedule of 2,080 hours in the work year earn 120 hours of sick leave per year.

Section 7.6 Maximum Allowable Accumulation

Sick leave may be accumulated without limit.

Section 7.7 Sick Leave Use

A. Procedure

¹ The term "legal guardian" refers to the person or persons to whom the care of the bargaining unit employee was assigned by court or other judicial body before the bargaining unit employee reached the age of majority.

² The term "domestic partner" is defined in Section 40.4 of this Agreement.

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 provider³ 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.⁴

1. The medical documentation obtained from the physician or other licensed healthcare provider will be forwarded to the Battalion Chief via the Station Officer upon the employee's return to work. 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 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 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.
 - 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.
3. When an employee on a "24/48" work schedule and on sick leave restriction uses sick leave without providing documentation from a physician or other licensed healthcare provider, the employee may be subject to:
 - a. being charged AWOL for the period of time that the employee was absent from work; and/or,
 - b. appropriate disciplinary action;

³ The term "other licensed healthcare provider" does not include those individuals licensed through MIEMSS.

⁴ The documentation requirement discussed in Section 7.7.A. shall also apply to sick leave use for the care of "immediate family," as that term is defined in Section 7.1.D. of this Agreement.

4. An employee on any other shift may be restricted from using sick leave after a like number of incidents uses, absent documentation. (For example: employees assigned to a forty (42)-hour work week may be restricted from further sick leave use after the employee incurs five (5) incidents of sick leave use (family or personal) without obtaining or submitting medical documentation. Employees on a forty (40)-hour work week may be restricted from further sick leave use after the employee incurs five (5) incidents of sick leave use (family or personal) without obtaining or submitting medical documentation.
5. Battalion Chiefs may require an employee to provide medical certification from a physician or other licensed healthcare provider any time the Employer has reasonable cause⁵ to believe that an employee is misusing/abusing sick leave. Examples of sick leave misuse/abuse may include:
 - a. repeated use of sick leave after a request for annual/compensatory leave has been denied;
 - b. repeated use of sick leave on the shift before or the shift after a Kelly day, holiday or weekend day;
 - c. use of excessive amounts of sick leave;
 - d. use of sick leave in excess for that which is earned per calendar year;
 - e. repeated use of sick leave when the work schedule is heavy, undesirable or involving special projects or functions; or
 - f. engaging in outside employment activities while using sick leave without prior approval.

Section 7.8 Subrogation

When the accident, injury, or illness for which sick leave is used was caused under circumstances creating a legal liability in a third party, the County has the right of subrogation and the right to enforce the legal liability of the third party. Whenever the employee is reimbursed for sick leave by the legally liable third party, the County must be repaid for all sick leave used, less attorney's fees. Upon repayment of monies, the sick leave used must be re-credited to the employee's leave account.

Section 7.9 Disposition of Accumulated Sick Leave at Separation from County Service

Accumulated sick leave must be forfeited upon separation for any purpose other than retirement. Accumulated sick leave is creditable for retirement purposes as provided in the employee's retirement system of Montgomery County. Unused sick leave of any employee separated from service that is subject to forfeiture shall be placed in a sick leave donation bank to be maintained by MCCFFA for the use of employees in need of sick leave donations. Any employee who suffers an occupational illness or injury while working either a 2,496-hour or 2,184-hour per year schedule and who is placed on light duty because of that occupational illness or injury shall have his/her sick leave calculated towards his/her retirement benefits as if he/she were still working a 2,496-hour or 2,184-hour per year schedule, as applicable.

Section 7.10 Reinstatement or Transfer of Accumulated Sick Leave

⁵ For purposes of this Section, the term "reasonable cause" means that the Employer has obtained information or has observed that the employee is abusing/misusing sick leave. The application of "reasonable cause," as set forth herein, will not serve to delay or deter the Employer from taking necessary action to address the abuse or misuse of sick leave. Hence, the Employer need not demonstrate at the outset that it has obtained information or that it has observed that the employee is abusing or misusing sick leave. Rather, "reasonable cause," as herein applied, means that the Employer agrees not to require an employee to furnish medical certification from a physician or other licensed healthcare provider unless it has a basis to believe that the employee is abusing or misusing sick leave.

- A. Reinstatement. Employees who return to County service within two years must be re-credited the accumulated sick leave forfeited at the time of separation.
- B. Transfer. An individual who resigns employment with one County or bi-County agency to accept employment with another County or bi-County agency without a break in service may transfer all accumulated sick leave to the new employing agency, subject to limitations that agency may have, provided there is a signed agreement of reciprocity between the two agencies.

Section 7.11 Use of Sick Leave for FMLA Purposes

Employees must be allowed to use accrued sick leave for the following Family and Medical Leave Act purposes in accordance with Article 11 of this Agreement:

- A. To care for the employee's newborn or newly adopted child, provided that the leave qualifies as parental leave under Article 8 of this Agreement;
- B. To care for the employee's newborn or newly adopted child, if the leave does not qualify as parental leave under Article 8 of this Agreement, subject to the limitations on family sick leave in Section 7.1 of this Agreement;
- C. To obtain prenatal care for the employee;
- D. To care for, or arrange care for, any of the following with a serious health condition: the employee's spouse, a minor child, adult son or daughter incapable of self care, or parent, subject to the limitations on family sick leave in Section 7.1;
- E. Because of the employee's serious health condition that makes the employee unable to perform the functions of the employee's position.

Section 7.12 Procedure When an Employee is Relieved From Duty

The procedure outlined below will be followed whenever a supervisor relieves an employee from duty because of a perceived illness or injury:

- A. The employee may choose to be placed on approved sick leave, or the employee may decline sick leave; if the latter occurs, then
- B. Upon approval of the Career Duty Operations Chief, the employee's supervisor will direct the employee to report to the Fire/Rescue Occupational Medical Section (FROMS). If FROMS is closed, the employee will be directed to the nearest Hospital Emergency Room or Walk-in Clinic for an examination. In addition, if the employee must go to an emergency room or clinic, the employer shall pay all costs associated with the examination.
- C. If recommended by the FROMS or another physician, the Career Duty Operations Chief or Division Chief may relieve the employee from duty. The employee may elect to use approved sick leave or leave without pay for the remainder of that shift only.

Section 7.13 Adjustment to Leave

Whenever an employee is reassigned to a different work schedule that results in a change in the average number of hours in his/her workweek, the sick leave which the employee has accumulated immediately preceding the change in his/her work schedule shall be adjusted by multiplying the employee's accumulated leave balance by the following conversion factor, as appropriate:

FROM WORK WEEK	TO WORK WEEK	CONVERSION FACTOR
48	40	0.833
40	48	1.200
42	40	0.952
40	42	1.050
48	42	0.875
42	48	1.143

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:
 - a. has completed their probationary period and achieved bargaining unit status;
 - 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.**
 - c. has requested leave;
 - d. has used all accrued annual leave, sick leave, personal leave, and compensatory time; and,
 - 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);
 - (i) a completed Sick Leave Donation Form, which lists the names of the employees who are willing to donate sick leave and the amount of leave to be donated by each;
 - (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.**
2. In extenuating circumstances, the Fire Chief or his or her designee, may waive the seven (7)-day waiting period for an employee. Extenuating circumstances may include, but are not limited to:
 - a. an employee who has used all of his or her leave for the employee's or an immediate family member's serious illness or injury
 - b. The Fire Chief or his designee may, in his discretion, waive the seven (7)-day waiting period on the basis of any other "extenuating circumstance" or appropriate consideration.
3. In a leave year, the Fire Chief or his designee may approve up to 1248 Hours (2496-Hour Work Year), 1092 (2184-Hour Work Year) and 1040 Hours (2080-Hour Work Year) of donated leave for a bargaining unit employee.

4. The Fire Chief or his designee must not approve a leave donation for an employee who:
 - a. has given written notice of retirement or resignation, or has received written notice of separation from County employment;
 - b. is suspended, during the period of suspension; or
 - c. is taking a leave of absence that is unrelated to an extended illness or injury.
 5. The Fire Chief or his designee must not approve a leave donation for an employee who is eligible for, or is currently receiving, disability leave or another benefit under a County or State program that provides full income maintenance payments for illness or injury. However, if the benefit from the County or State program is for medical expenses, and not compensation for lost wages, the supervisor may approve a sick leave donation for the employee.
 6. If an employee is using donated sick leave, and it is later determined that the employee is to receive workers' compensation and/or a service-connected disability retirement for the injury or illness for which he or she is using the donated sick leave, the donated sick leave he or she used, as well as any donated sick leave he or she has not yet used, will be returned to the donor(s) not later than two pay periods after the County determines or a court of competent jurisdiction orders the payment of workers' compensation.
 7. Donated leave allotments will be provided: to employees who work a 2,496-hour work year in amounts of up to one hundred and ninety-two (192) hours; to employees who work a 2,184-hour work year in amounts of up to one hundred and sixty-eight (168) hours; and, to employees who work a 2,040-hour work year in amounts up to one hundred and sixty (160) hours, until such time as the aforementioned donations have been depleted or the documented return to work date has been reached, whichever comes first.
- B. Employee Eligibility to Donate Sick Leave
1. A full-time employee donor must keep a balance of at least 96 Hours (2,496-Hour Work Year), 84 hours (2,184-Hour Work Year), and 80 hours (2,080-Hour Work Year) of sick leave after donating sick leave.

Nothing shall preclude a Montgomery County Fire and Rescue Service bargaining unit employee from receiving sick leave donated by any eligible County employee.

Additionally, nothing shall preclude a Montgomery County Fire and Rescue Service bargaining unit employee from donating sick leave to any eligible County employee.
 2. An employee-donor may specify the employee-donee to whom he or she donates sick leave and the precise number of hours of sick leave he or she donates. The Employer will honor such specifications, consistent with the provisions of this Article.

ARTICLE 8 - PARENTAL LEAVE

Section 8.1 Grants of Parental Leave

A bargaining unit employee must be allowed to use up to 864 hours if working a 2,496- hour work year, 756 hours if working a 2,184-hour work year or 720 hours if working a 2,080- hour work year, of any combination of sick, annual, or compensatory leave and leave without pay during any twenty-four month period to care for:

- A. A newborn child of the employee, or
- B. A newly adopted child of the employee.

Section 8.2 Use of Parental Leave

All leave taken under this section shall be consistent with established policy and procedure and:

- A. Must be used within 12 months of the birth of the child or placement with the employee for adoption.
- B. At the election of the employee, may be used on a continuing basis.
- C. With the approval of the supervisor, may be used:
 - 1. Under a method involving a reduced workday or workweek,
 - 2. On an intermittent basis, or
 - 3. Any combination thereof.
- D. May be in addition to any other leave taken under these regulations.
- E. Is subject to a 30-day advance notice requirement.
- F. The use of parental leave under this section for a Family and Medical Leave Act (FMLA) purpose will be considered to be FMLA leave and count towards the FMLA entitlement of 12 weeks of leave in a leave year. However, compensatory time used as parental leave cannot be counted as FMLA leave.
- G. An employee who has exhausted the parental leave provided under this section (720 to 864 hours in a 24-month period), may still be entitled to use up to 12 weeks of FMLA leave in a leave year in accordance with Article 11 of this Agreement.

Section 8.3 Relation to Other Benefits

A merit system employee who uses leave without pay under this section will retain all health and life insurance benefits for the entire period.

Section 8.4 Limitations on Sick Leave Usage

- A. Any use of sick leave for either medical reasons or for the purpose of attending the immediate family at the time of birth or adoption of a child must be deducted from the 720, 756, or 864 hours, as applicable.
- B. Sick leave donations may not be used to cover absences occurring under this section.

ARTICLE 9 - ADMINISTRATIVE LEAVE

Administrative leave is paid leave which the Chief Administrative Officer, or designee may grant to:

- A. An employee or groups of employees in cases of:
 - 1. General or public emergency, or
 - 2. An unhealthy or dangerous situation in a County facility.
- B. An employee who is relieved of duties pending:
 - 1. An investigation of incidents or charges,

2. Removal, or
 3. A determination as to fitness for continued duty.
- C. An employee for attendance at officially approved meetings or conferences.
 - D. 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. 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.
 - E. An employee under other circumstances as the Chief Administrative Officer determines necessary and in the best interest of the County government.
 - F. An employee may be granted paid leave for a maximum of three (3) consecutive calendar days, except employees working a "day work" schedule may be granted paid leave for a maximum of three (3) consecutive work days, in the event of a death in the immediate family (i.e. parent, stepparent, spouse, brother or sister, child or stepchild, grandchild, spouse's parent, grandparent, spouse's grandparent, legal guardian, or any other relative living with the employee at the time of death). The Chief Administrative Officer or designee may approve administrative leave for an employee who has experienced the death of an individual who was related to the employee through blood or affinity and who had a close association with the employee that was the equivalent of a family relationship. The Chief Administrative Officer may approve administrative leave for other relatives; and
 - G. An employee, who is a member of a reserve component of the armed forces of the United States, shall be granted paid administrative leave for one annual two-week training purpose not to exceed 15 days annually.
 - H. Application for administrative leave for military training should be made immediately upon receipt of orders for active duty for training in accordance with procedures established by the Chief Administrative Officer.
 - I. The Chief Administrative Officer may permit waiver of the limitation when two annual training periods are scheduled in one calendar year.
 - J. An employee who is a member of a reserve component of the armed forces of the United States is not entitled to paid administrative leave for purposes of attending monthly drills. The employee may use annual or compensatory leave or arrange career stand-by in order to attend these monthly drills. Career stand-by will be approved liberally contingent on operational needs. When no leave slots are available, annual or compensatory leave will be granted above the leave slot cap for the purpose of attending monthly drills. When leave slots are available, leave taken to attend monthly drills will count towards the leave slot cap.
 - K. A full-time or part-time employee may use organ donor leave with pay for up to 7 days in any 12-month period to serve as a bone marrow donor; and up to 30 days in a 12-month period to serve as an organ donor. Organ donor leave must be approved by the MCFRS Fire Chief. Organ donor leave must be granted in addition to any annual leave, sick leave, personal days, or paid

time off that the employee is otherwise entitled to. The employee must provide medical documentation of the bone marrow or organ donation before organ donor leave is approved.

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

ARTICLE 10 - DISABILITY LEAVE

Section 10.1 Service Connected Injury

Upon certification of an employee's on-duty Career Duty Operations Chief, approved by the Fire Chief or designee, and based on written certification by an employee's physician, if presented, that an employee is absent due to service-connected injury/illness, the employee shall immediately be placed on administrative leave until a determination concerning eligibility for compensation has been made by the Division of Risk Management, Department of Finance. It is further agreed that, if the disability status is denied by the Division of Risk Management, the employee's pay or leave balance shall be adjusted.

Section 10.2 Disability Leave

A. Eligibility

An employee who is temporarily disabled in the line of duty and unable to perform normal duties or an alternate duty assignment must be paid the difference between normal County salary and the amount received under the workers' compensation law for a maximum period of eighteen (18) months of temporary disability, except as set for in 10.3 (b). During the covered period of temporary disability, the Employer will adjust the employee's gross salary to account for the favorable tax treatment of the Workers' Compensation disability pay. Under no circumstances will the employee's adjusted net pay be less than 100 percent of the net pay that he or she received prior to disability designation. After 18 months, if the employee remains temporarily disabled he/she may use accrued sick, annual or compensatory time to make up the difference between workers' compensation benefits and full salary. When incapacitated for regular work assignments, the employee must be required to accept other work assignment for the period of recuperation if found physically capable or be ineligible for disability leave. The ability of the employee to work will be determined by the County's Medical Examiner or such physician authorized by the Chief Administrative Officer.

B. Extension of Disability Leave

An application for disability retirement, prior to the end of the applicable cap, either twelve (12) or eighteen (18) months as appropriate, extends disability leave until such time as the Chief Administrative Officer renders a final decision on the disability retirement application.

C. Termination of Disability Leave Does Not Affect Other Benefits

At such time as Disability Leave is terminated (pursuant either to Section 10.2 (a) above or Section 10.3 (b) below), the employee shall continue to receive all other county-provided benefits for any period that he/she continues to receive benefits provided under the Workers Compensation Law of the State of Maryland.

D. Advance Notification of Expiration of Disability Leave

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

Section 10.3 Managed Care for Job Related Injury/Illness

Bargaining Unit employees incurring a job related injury/illness may obtain medical care through a managed care program provided by the Employer. This program will have the following components:

- A. Employees will be permitted to select a doctor for treatment from a network of physicians. The Union shall participate to the full extent allowed by law, rule, and regulation in the establishment of the managed care provider. Participation shall include, but not be limited to, provision of information.
- B. Employees who do not select a physician from the established network shall be eligible for disability leave for a maximum of 12 months. After 12 months, if the employee remains temporarily disabled, he or she may use accrued sick leave, annual leave, or compensatory time to make up the difference between worker's compensation benefits and full salary.
- C. Employees will receive initial care from a network physician at no cost, even if the claim is ultimately denied.
- D. The managed care provider will coordinate benefits with the group health provider to avoid confusion and duplication of filings.
- E. The managed care provider will perform utilization review of treatment.
- F. Nothing in this Section 10.3 shall apply to any job related injury/illness incurred by an employee prior to the start of the Managed Care Program.

Section 10.4 Reasonable Accommodation

County Administrative Procedure 4-30 ("Reasonable Accommodation") is expressly incorporated by reference in this Agreement.

Section 10.5 Return to Work Examinations

Before an employee returns to work after an absence which is the result of a job related injury, illness or has been out 15 or more calendar days as a result of non-job related personal injury or illness the employee must report to Fire/Rescue Occupational Medical Services for a clearance to return to work medical examination.

Section 10.6 Change in Work Status:

- A. Any employee who is relieved from duty or reassigned to a limited duty position (i.e. light duty) due to any medical condition for which he /she would be entitled to receive Workers' Compensation benefits pursuant to Section 9-503 of the Labor and Employment Article of the

Maryland Code shall be placed on administrative leave under Article 9.B.3 of the Agreement, or be placed in a light duty assignment as determined by the Employer. An employee relieved from duty or reassigned to limited duty under the circumstances described in this subsection will not be charged sick leave, unless the diagnosis removes the medical condition from coverage under Section 9-503 of the Workers' Compensation law.

- B. For a bargaining unit employee who is relieved from duty or reassigned to a limited duty position pursuant to the conditions set forth under Section A above, such loss of time or referral to modified duty shall be considered a disablement pursuant to Section 9-502 (a) of the Labor and Employment Article of the Annotated Code of Maryland, unless the diagnosis removes the medical condition from coverage under either Section 9-503 or Section 9-502(a) of the Workers' Compensation law.
- C. Light Duty: Any employee who is placed on light duty and who was working a 24-hour work schedule immediately prior to being placed on light duty shall, at his/her option, remain on the same 24-hour work schedule for no less than four (4) weeks from the time of the injury or illness. The Fire Chief shall consider on a case-by-case basis requests to remain on 24-hour light duty shifts beyond the initial period. Such requests shall not be unreasonably denied.

Section 10.7 Secondary Employment

- A. For any employee entitled to disability leave, the employer shall pay the covered employee compensation in accordance with section 10.2 governing disability leave.
- B. The employer shall pay compensation for the period that the covered employee is entitled to disability leave for a maximum period of eighteen (18) months, except as set forth in 10.2(b) and 10.3(b).
- C. The employee shall be eligible for compensation for such disability leave if the employee is temporarily disabled from the duties of the public safety employment that gave rise to the injury, regardless or whether the employee engages in secondary employment, provided that:
 - 1. The secondary employment commenced prior to the injury;
 - 2. The duties of the secondary employment are not likely to cause delay or preclude full recovery and return to work as certified by the FROMS physician and such employment is approved by the Fire Chief. Such requests shall not be unreasonably denied.

ARTICLE 11 - FAMILY MEDICAL LEAVE

Section 11.1 Definition

Family and medical leave is paid or unpaid leave granted to eligible employees for the purposes stated in the federal Family and Medical Leave Act (FMLA) of 1993.

Section 11.2 Eligibility

An employee who has been employed by the County for a total of 12 months, and who has been in a work status for at least 1040 hours in the preceding 12 months, must be allowed to use 12 workweeks per leave year of any combination of annual leave, sick leave, disability leave, parental leave, and leave without pay for any one or more of the following reasons:

- A. To care for the employee's newborn or newly adopted child or to care for a foster child newly placed with the employee;

- B. To obtain prenatal care for the employee or to arrange for the adoption or foster care placement of a child with the employee;
- C. To care for or arrange care for any of the following with a serious health condition: the employee's spouse or domestic partner, a minor child of the employee or the employee's domestic partner, adult son or daughter of the employee or domestic partner incapable of self care, or parent;
- D. Because of the employee's serious health condition that makes the employee unable to perform the functions of the employee's position.

Section 11.3 Leave Year

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.

Section 11.4 Workweek

A workweek for FMLA purposes consists of the average number of hours which the employee works in a week.

Section 11.5 Use of FMLA leave

- A. Leave taken to care for the employee's newborn child or child newly placed for adoption or foster care:
 1. Must be taken within 12 months of the birth, adoption, or foster care placement of the child;
 2. May be used on a continuing basis or, with the approval of the supervisor, may be used on an intermittent or reduced workweek basis;
 3. At the employee's option, may be paid leave of the appropriate type, or unpaid leave, or any combination of the two;
 4. Must be unpaid leave if the employee has exhausted all appropriate paid leave or does not accrue paid leave;
 5. Is subject to a 30-day advance notice period;
 6. Will not qualify as parental leave under Article 8 of this Agreement if the leave is taken to care for a newly placed foster child, or if the employee has exhausted the 720 hours (up to 864 hours for an operational firefighter) of parental leave provided per 24-month period under Article 8.
- B. FMLA leave which does not qualify as parental leave under Article 8 of this Agreement may not include sick leave beyond the limitations stated in section 7.1 of the Agreement.
- C. FMLA leave taken for medical purposes listed in section 11.2 C and D:
 1. At the employee's option, may be paid leave of the appropriate type or unpaid leave, or any combination of the two;
 2. Must be unpaid leave if the employee has exhausted all appropriate paid leave or does not accrue paid leave;
 3. May be used on a continuing, intermittent or reduced workweek basis, as needed.
 4. **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:

- (a) the FMLA leave exceeds 5 consecutive work days;
 - (b) the employee requests to use any amount of annual leave as FMLA leave, and the requested leave would not normally be approved under the standards generally applied to requests for annual leave;
 - (c) the **Employer** suspects the employee of leave misuse or abuse;
 - (d) the employee has been placed on leave restriction and must submit medical certification for any request to use leave for medical purposes; or,
 - (e) the department's approved leave policy requires medical certification under the circumstances.
5. **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:
- (a) the employee requests an extension of leave;
 - (b) circumstances described by the original certification have changed significantly;
 - (c) the **Employer** receives information that casts doubt upon the continuing validity of the original certification; or,
 - (d) the employee is unable to return to work after FMLA leave because of the continuation, recurrence, or onset of a serious health condition.
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 **Employer**.
7. If the **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 **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.
8. FMLA leave taken for a serious health condition may be taken on an intermittent or reduced work schedule if the medical need can best be accommodated through such a schedule. An employee must attempt to schedule intermittent leave so as not to disrupt the work unit unduly.
9. FMLA leave cannot be taken to care for the employee's adult son or daughter capable of self care who has a disability from which complete recovery is expected.
10. When returning from 15 or more consecutive days of FMLA leave for the employee's

serious health condition other than childbirth, the employee must be referred to the Fire/Rescue Occupational Medical Section for clearance to return to work.

- D. An employee may be temporarily transferred to another position in the Department with equivalent pay and benefits to accommodate an intermittent leave schedule or reduced workweek.
- 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 **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.
- F. Employees must provide advance written notice of intent to use leave without pay for FMLA purposes when the need to use the leave is foreseeable. Employees must otherwise provide such notice as is practicable.
- G. Either the employee or **Employer** may designate leave as FMLA leave. The **Employer** should designate leave as FMLA leave if the information available to the **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 **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.

Section 11.6 Limitations on Sick Leave Usage

Sick leave may only be used for the following FMLA purposes:

- A. To care for the employee's newborn or newly adopted child, provided that the leave qualifies as parental leave under Article 8 of this Agreement;
- B. To care for the employee's newborn or newly adopted child, if the leave does not qualify as parental leave under Article 8 of this Agreement, subject to the limitations on family sick leave in section 7.1;
- C. To obtain prenatal care for the employee;
- D. To care for, or arrange care for, any of the following with a serious health condition: the employee's spouse or domestic partner, a minor child of the employee or the employee's domestic partner, adult son or daughter of the employee or domestic partner incapable of self care, or parent, subject to the limitations on family sick leave in Section 7.1;
- E. Because of the employee's serious health condition that makes the employee unable to perform the functions of the employee's position.

Section 11.7 Recording of Family and Medical Leave

Leave used for FMLA purposes will be recorded as FMLA leave, and, as applicable, as annual leave, sick leave, disability leave or leave without pay.

Section 11.8 Relation to Other Benefits

- A. An employee who uses leave without pay under this section will retain all health and life insurance benefits for the entire period of leave without pay. Such employees may defer payment of the employee's share of the cost of such benefits until the employee returns to pay status. If the employee elects to defer such payments, the employer will deduct one-sixth of the total amount owed from the employee's next six paychecks upon return from FMLA leave.

- B. The employee must be restored to the same or an equivalent position with equivalent benefits upon return from FMLA leave.
- C. An employee who uses FMLA leave under this Article shall continue to accrue seniority for all purposes during the entire period of leave.
- D. The use of FMLA leave will not prevent an employee from using other types of accrued or non-accrued leave, subject to the limitations stated in other sections of this Article.

ARTICLE 12 - LEAVE WITHOUT PAY

Section 12.1 Definition

Leave without pay is an approved absence during which time the employee is in a non-pay status.

Section 12.2 Eligibility

Leave without pay is a privilege that may be granted to an employee at the discretion of the Chief Administrative Officer or other designated official. However, an employee must be allowed to use leave without pay for FMLA purposes in accordance with Article 11 of this Agreement.

Section 12.3 Employee Request for LWOP

- A. An employee who wants to use LWOP should:
 1. request it in writing in advance unless the employee could not anticipate the need to use LWOP; and
 2. give the request for LWOP to the employee's supervisor and state in general terms the employee's reason for requesting the leave.
- B. In emergency situations, LWOP may be granted by the Chief Administrative Officer or other designated official without prior application.

Section 12.4 Approval of LWOP Request

- A. The Employer must approve LWOP for an eligible employee if the requested leave is:
 1. FMLA leave under the Family and Medical Leave Act, Montgomery County Employee Benefits Equity Act, and Article 11 of this Agreement;
 2. parental leave under Article 8 of this Agreement;
 3. military leave under Section 12.6 of this Article;
 4. leave approved for an employee who is a member of the General Assembly under Section 12.7 of this Article.
- B. The Employer may approve an employee's request to use LWOP for another purpose after considering the employee's reason for requesting LWOP and how the employee's absence will affect the division's work.
- C. An employee may appeal a denial of LWOP by filing a grievance under Article 38 of this Agreement.

Section 12.5 Limits on LWOP

- A. The Employer may approve LWOP for an employee for one year or less.
- B. If an employee has used more than 12 consecutive months of LWOP, the Employer may:

1. terminate the employee's employment
 2. take another action consistent with State or Federal law such as the ADA, FMLA, or USERRA.
- C. If the Employer approves more than 90 consecutive calendar days of LWOP for an employee, the Employer may, as a condition of approval, require the employee to waive the right to be reinstated to the employee's position after the approved LWOP period ends unless the LWOP is:
1. FMLA leave;
 2. parental leave;
 3. military leave; or
 4. leave approved for an employee who is a member of the General Assembly under Section 12.7 of this Article.
- D. If the Employer requires that an employee waive the right to be reinstated to the employee's position:
1. the employee remains an employee during the authorized period of LWOP and may apply for other positions, but the County is not obligated to appoint the employee to another position.
 2. the Employer may fill the employee's position as soon as the authorized period of LWOP starts; and
 3. if not prohibited by applicable law, the Employer may terminate the employment of the employee after the authorized LWOP period ends unless the employee resigns or is appointed to another position.

Section 12.6 Placing an Employee on LWOP

- A. LWOP for a medical condition. The Employer may place an employee on LWOP if:
1. the employee is unable to perform the essential functions of the employee's position and reasonable accommodation is either impossible or unsuccessful or light duty is inappropriate;
 2. the employee is not eligible for disability leave; and
 3. the employee has exhausted all other types of leave.
- B. LWOP by default. The Employer may place an employee on LWOP by default if the employee has exhausted leave of the type that the employee requested, and other appropriate leave, and compensatory time.

Section 12.7 Use of LWOP to Perform Duties of an Elected Office or Campaign for Political Office

- A. LWOP for an employee who is a member of the Maryland General Assembly. The Employer must grant LWOP to an employee who is a member of the Maryland General Assembly as required by Section 2-105 of the State Government Article of the Maryland Code.
- B. LWOP for an employee who is not a member of the Maryland General Assembly. An employee may request LWOP to campaign for political office and to perform the duties of an elected position. The employee's supervisor may approve the requested LWOP on the same basis as requests for LWOP for other reasons.
- C. Effect of LWOP use for an employee who is a member of the Maryland General Assembly. If an

employee who is a member of the Maryland General Assembly uses LWOP to perform the duties associated with the employee's elected position while the General Assembly is in session, the Employer must:

1. ensure that the employee continues to accrue annual and sick leave;
2. not delay the employee's eligibility for a higher annual leave accrual rate;
3. not reassign the employee's service increment date; and
4. not deprive or impair any other incident of employment, except that the Employer is not required to pay a salary or wages.

Section 12.8 Effect of LWOP Use on Employee Benefits

- A. Effect on employee's annual and sick leave accrual. Except as provided in Section 12-7 (c) above:
 1. an employee must not accrue annual or sick leave while the employee uses LWOP;
 2. the Employer must delay the date on which the employee is eligible for a higher annual leave accrual rate for the same length of time that the employee was on LWOP, if an employee uses LWOP for more than 4 consecutive weeks.
- B. Effect on an employee's eligibility for a service increment. The Employer must reassign the service increment date of an employee who uses more than 28 calendar days of LWOP, unless the LWOP is:
 1. FMLA leave;
 2. parental leave;
 3. military leave;
 4. professional improvement leave; or
 5. used under Section 12-7 (a) and (c) by an employee who is a member of the Maryland General Assembly.
- C. Period of suspension to be treated as LWOP for benefits purposes. If an employee is suspended, the Employer must treat the period of suspension the same as a period of LWOP for the purpose of the employee's benefits, except that the Employer must reassign an employee's service increment date if it occurs during a suspension.

Section 12.9 Military Leave for Active Duty

An employee who is required to serve on active duty in the armed forces of the United States or state militia must be granted leave without pay for the period the employee is required to remain in the military service. The employee is entitled to reinstatement to the former position or one of comparable status upon separation from the armed forces, provided application for reinstatement is made within 90 days from date of separation.

ARTICLE 13 - RATE/TYPE OF COMPENSATION

Section 13.1 Hourly Rate of Compensation

The hourly rate of compensation to be used in compensation calculations for a particular pay period shall be based on the total number of hours the employee is scheduled to work, as referenced in Article 23,

per year at the time divided into the employee's annual base salary.

Section 13.2 Compensation for Overtime Pay Status

The Chief Administrative Officer or designee may grant to eligible employees compensatory time at 1 1/2 times the excess hours worked when budgetary limitations preclude the payment of overtime compensation, except when the Fair Labor Standards Act requires overtime pay.

ARTICLE 14 - OVERTIME

Section 14.1 Policy

Overtime work may be authorized by the Fire Chief or designee when an employee is required to work in excess of the normally scheduled work day or workweek, subject to the following:

- A. Required overtime work must be authorized by the Fire Chief or designee.
- B. Overtime is paid at the monetary rate of 1½ times the employee's gross hourly rate of pay (including pay differentials. Upon request, bargaining unit employees shall be granted compensatory time at 1½ times the excess hours worked in lieu of overtime pay.
- C. Overtime work will be compensated at the rate identified in subsection (B), above. Employees will record actual overtime worked.
- D. Prior to authorizing overtime, the employee must have been in pay status:
 1. in excess of the regularly scheduled work day;
 2. except, if the overtime work is scheduled, then the employee must have been in work status more than the regularly scheduled workday, unless leave had been approved prior to the scheduling of the overtime.
- E. Personnel on Kelly will be offered the first opportunity to work overtime. All day work Kellys will be assigned a "shift equivalent" Kelly (i.e., A-1, B-1, C-1, A-2, B-2, C-2, etc.) and shall be considered the "off-going" shift for days their shift work equivalent is the off-going shift and the "on-coming" shift for days that their shift work equivalent is the on-coming shift, as based on their "shift equivalent" (i.e., A, B or C).

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

1. Kelly Day personnel within the station, including personnel who sign up for either dayside or night side only. If more than one person is on Kelly Day within the station, then the one with the least amount of overtime hours is hired first.
2. Kelly Day personnel within the battalion, including people who sign up for either dayside or night side only. If more than one person is on Kelly Day within the battalion, then the one with the least amount of overtime hours is hired first.
3. Kelly Day personnel countywide, including people who sign up for either dayside or night side only. If more than one person is on Kelly Day within the County, then the one with the least amount of overtime hours is hired first.
4. Off-going shift personnel within the battalion shall have the next opportunity for overtime during the entire 24 hour period that they are the off-going shift. Personnel with the least

amount of overtime hours are hired first.

5. Off-going shift personnel countywide shall have the next opportunity for overtime during the entire 24 hour period that they are the off-going shift. Personnel with the least amount of overtime hours are hired first.
6. The on-coming shift personnel within the battalion will have the next opportunity for overtime during the entire 24 hour period that they are the on-coming shift. Personnel with the least amount of overtime hours are hired first.
7. On-coming shift personnel countywide shall have the next opportunity for overtime during the entire 24 hour period that they are the on-coming shift. Personnel with the least amount of overtime hours are hired first.
8. 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.

- F. The Chief Administrative Officer or designee may grant to eligible employees compensatory time at 1½ times the excess hours worked then budgetary limitations preclude the monetary payment of overtime compensation, except when the Fair Labor Standards Act requires overtime pay.
- G. Upon leaving the County service, an employee must receive a lump-sum payment at the employee's current rate of pay for the total accrued compensatory leave as of the date of separation, less any indebtedness to the County Government. In the event of an employee's death, the employee's estate or designated beneficiary or beneficiaries, if permissible by law, must be paid for all accrued compensatory leave. The designated beneficiary must be as specified by the employee or as designated under the Employee's Retirement System of Montgomery County, if not named specifically.

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

If the County elects to provide the Union access to the system, the County agrees to also provide the Union with instructions on how to access the data; and the County further agrees to provide the Union technical support.

Overtime pay for an individual employee is limited to an amount equal to one hundred (100) percent of the employee's total county salary. Total county salary, for purposes of this article, means an employee's wage scale salary, including any special duty differentials and ESD's, earned in a calendar year as calculated by the payroll section.

Any bargaining unit employee reaching the overtime cap may only work additional overtime with the express approval of the Fire Chief. Being held on an incident, held over for relief or mandatory callback are the only automatic exceptions to the one hundred (100) percent limitation. However, the Fire Chief may authorize overtime for employees that have reached the overtime cap in cases where the employee in question is the only person that is available to work the overtime assignment.

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

During the term of this Agreement, if five (5) percent of the bargaining unit employees receive overtime compensation that exceeds seventy-five (75) percent of their annual wage scale salary (inclusive of special duty differentials and ESD's) during any calendar year, then the overtime cap will be subject to re-negotiations. Failing prompt agreement, either party may declare impasse and the dispute shall be expeditiously submitted to a neutral selected in accordance with the Fire and Rescue Collective Bargaining Law for the last best total package offer binding arbitration.

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

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

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

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

Section 14.2 Training

All bargaining unit employees scheduled to attend classes or training necessary for the maintenance of certification, on their days off, shall be compensated at 1½ times their regular pay rate for successful completion, with prior approval by the Fire Chief or designee.

Section 14.3 Committee Assignments

All bargaining unit members appointed to serve on a joint labor-management committee by the Union President shall be compensated consistent with Section 14.1 of this Article when required to attend a committee meeting on their day off except as otherwise provided for in this Agreement.

Section 14.4 Involuntary Overtime

A. Involuntary Overtime is defined as hours worked by an employee under the following conditions:

1. The employee has not signed up to work voluntary overtime on a given day; and
2. The employee has been ordered to remain on-duty following the end of the employee's scheduled work hours that day due to a staffing shortage.

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

B. When it is apparent that overtime hiring will be required on a given day, and there is an insufficient number of bargaining unit employees who have previously signed up to work overtime that day on a voluntary basis, the following steps must be taken before any bargaining unit employee is assigned to work involuntary overtime:

1. A Department official will send an email to "#frs.DFRS" explaining that personnel may be assigned involuntary overtime and the work hours involved.
2. Each station officer will be expressly informed to advise on-duty personnel in his/her station that the potential for involuntary overtime exists.

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

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

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

ARTICLE 15 - CALL-BACK PAY

Section 15.1 Definition

Whenever an employee is required to return to work to perform unanticipated and unscheduled work assignments, usually of an emergency nature, the employee is entitled to receive call-back pay in a guaranteed minimum amount of 3 hours of overtime pay. If, upon reporting to work, the employee is informed by an authorized official that his/her service is not required for minimum staffing, then, the employee has a choice: he/she may leave and shall be compensated with one (1) hour of overtime pay, or he/she may work for three (3) hours of overtime pay.

Section 15.2 Called Back Due to Emergency Incident

When the oncoming shift is called back to relieve or supplement the on duty shift as the result of an emergency incident, the employee shall be considered in a call back status and shall receive three (3) hours minimum compensation.

Section 15.3 Returning to Work in Call Back Status

An employee called back to work shall be considered on call back pay from the time the individual reports to their duty assignment.

Section 15.4 Responding on Call Prior to or Following a Shift

An employee on the premises of a duty station prior to or following the scheduled shift, who is required to respond on a call within one hour of the beginning or end of their shift shall receive a minimum of one hour pay at their overtime compensation rate. In the event the time spent in response to the call at the end of the shift exceeds one hour they shall be entitled to overtime compensation consistent with procedures established in Article 14.

Section 15.5 Stand-by Pay

A. Definitions

1. "Stand-by status" is a condition of employment whereby an employee is designated by his/her department to be ready to be engaged in work. The employee must be in readiness to perform actual work when the need arises or when called. Employees on stand-by status are required to be available by telephone, radio, or pager when on stand-by.
2. "Stand-by pay" is the compensation paid to employees who are assigned to stand-by duty and who are required by their respective supervisors to remain available to report to work during and for a specified period of time beyond the employees' assigned work period.

B. Employees designated by a supervisor to remain available for work in a stand-by status shall be compensated at an hourly rate of fifteen percent (15%) of their regular hourly rate.

C. An employee in authorized stand-by status must provide the Employer with a telephone number where the employee may be reached, or make himself or herself available and able to be contacted through a communication device (e.g. radio or pager).

D. Assignment to authorized stand-by status includes the following conditions:

1. The requirement must be definite and the employee must be officially notified by the supervisor to remain on stand-by status;
2. The requirement must be continuous until such time as the employee is actually performing work, reporting for a scheduled work period, or specifically relieved from stand-by status;

3. Supervisors placing an employee on stand-by will advise the employee of the reason for the stand-by, and the approximate duration of the stand-by. When placed on stand-by an employee must be able to respond within a "reasonable period of time." In determining what constitutes a "reasonable period of time" for a given employee to respond when in stand-by status, the Employer will take into consideration the distance of the employee's residence from the location to which the employee must report, the time of day the employee is called back to duty (for the purpose of assessing traffic conditions), weather conditions, and other legitimate factors likely to affect the employee's response time. Further, when the stand-by is lifted, the supervisor will re-contact the employee and so advise the employee.
- E. An employee shall not be eligible for stand-by pay while in callback, overtime or regular pay status.
 - F. Once an employee on stand-by status is directed to report for duty, he or she shall be compensated at the overtime rate of time and one half for each hour of work performed. Once the employee has completed the work assignment, the overtime compensation rate will cease and the employee will be considered either back on stand-by (and compensated accordingly) or off stand-by status.

ARTICLE 16 - HOLIDAYS

Section 16.1 Holidays

A. New Year's Day	January 1
B. Martin Luther King, Jr. Day	Third Monday in January
C. Memorial Day	Last Monday in May
D. Independence Day	July 4
E. Labor Day	First Monday in September
F. Veterans Day	November 11
G. Thanksgiving Day	Fourth Thursday in November
H. Christmas Day	December 25
I. Special Holidays	Other days designated by action of the Chief Administrative Officer as a full-day or part-day holiday or as a non-work day. Religious holidays must not be designated as special holidays, as approved absences on these days may be obtained through annual leave or alternative work schedules.

Section 16.2 Holiday Benefit

Every eligible employee working a 2080-hr. work year shall receive 13 hours of straight time pay as their holiday benefit, for every holiday not identified in paragraph 2 of this section. Every eligible employee working a 2184-hr. work year shall receive 14 hours of straight time pay as their holiday benefit for every holiday not identified in paragraph 2 of this section. Every eligible employee working a 2496-hr. work year shall receive 16 hours of straight time pay as their holiday benefit for every holiday not identified in paragraph 2 of this section. In the alternative, bargaining unit employees may elect compensatory leave in

lieu of straight time pay at 13, 14 or 16 hours consistent with the employee's annual work year. The benefit shall be recorded on the time sheet for the pay period in which the holiday falls and paid in the next paycheck.

For Inauguration Day, Presidents' Day, Election Day, and Columbus Day every eligible employee may elect between the straight time pay as described in paragraph 1 of this section, or at their election, receive an alternative benefit of 13, 14 or 16 hours of compensatory leave. The purpose of this alternative is to provide for an alternative day off on these days. It is the intent of the Employer to open the government for normally scheduled business on these days, and each employee normally scheduled to work should anticipate having to work on these days.

Section 16.3 Eligibility for Holiday Benefit

- A. Each employee in an approved pay or leave status is eligible to be granted the holiday benefit.
- B. Any employee who fails to report for work as scheduled, and who is not in an approved leave status, will not be eligible for the holiday benefit for that holiday.
- C. Any employee on non-pay status on both the employee's last regular work day before and first regular work day after a holiday or an employee who is absent without approved leave on either or both days mentioned above will not be eligible for the holiday benefit for that holiday.

Section 16.4 Scheduling of Work on Holidays

As necessary, County fire and rescue services must be maintained. An employee may be required to work by the Fire Chief or designee on any day designated as a holiday.

- A. The Chief Administrative Officer will determine which County services must be maintained on a full or partial basis.
- B. The department head or designee must determine which employees must work and which employees may take approved leave on holidays, per applicable leave procedures.

Section 16.5 Conformance to Related Rule, Regulation, Policy, Contract

The holiday benefit outlined in Section 16.2 is the only benefit to be associated with the declared holiday period. Every employee is required to conform to all other rules, regulations, and policies regarding leave, overtime, and attendance to work.

ARTICLE 17 - SPECIAL DUTY DIFFERENTIALS

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**
Response Team Cert. \$ 407

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 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: **\$1,837**

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**.

C. Fire 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. Fire Investigations Unit

Assignment: **\$1,837**

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. 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: **\$1,837**

Response Team Cert: \$407

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

G. Swift Water Rescue Team

Assignment: **\$1,837**

Response Team Cert: \$407

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. Scheduler

Primary Scheduler: **\$1,837**

Backup Scheduler: \$ 407

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**.

Section 17.2 Special Pay Differentials:

- 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:

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

Section 17.3 Multilingual and Sign Language Pay Differential

- A. Bargaining unit members who are occasionally required to use multilingual or sign language skills on the job may receive a pay differential in accordance with the criteria presented in this Section 17.3.
- B. The language skills for which a multilingual differential is paid will be determined by the Employer, based on the numbers of County residents who speak a language other than “spoken English.” Languages, other than English, that are spoken by substantial numbers of County residents will be determined eligible for pay differential eligibility. If a language is spoken by a substantial number of County residents, then there is a significant likelihood that bargaining unit members will have occasional need to communicate in that language.
- C. A pay differential will be paid to all bargaining unit members who pass a proficiency examination in basic multilingual or signing skills in a language, other than “spoken English,” that has been determined eligible for receipt of the pay differential. All bargaining unit members will be afforded an opportunity to qualify for the multilingual pay differential. This program shall not be administered in an arbitrary, capricious or discriminatory manner.
- D. Basic multilingual or signing skills are defined as those skills primarily required for signing or oral communication and comprehension, such as those used in conversation with citizens to whom fire and rescue services are provided.
- E. Proficiency examination: Prior to becoming eligible for the pay differential, the bargaining unit member must pass a language proficiency examination administered by the Montgomery County Office of Human Resources in a language that has been determined eligible for receipt of the pay differential. Testing will consist of an oral communication performance examination administered to those bargaining unit members who seek the multilingual pay differential. This examination will be designed to assess basic oral communication skills.
- F. Compensation: Compensation is paid for all hours actually worked during the pay period. Employees certified as possessing basic skills will receive one dollar per hour for all hours actually worked. If a language is removed from the list of eligible languages, a bargaining unit member receiving a multilingual certification pay differential for proficiency in that language, will immediately cease to receive the multilingual certification pay.

Certified employees will indicate on their time sheets the multilingual skill code ML 5 for Basic Skill certification.
- G. Transfer of employee receiving certification pay: It is recognized that the Employer has the authority to transfer any bargaining unit member who is receiving multilingual differential certification pay to another location or assignment where there is a need for basic multilingual skills, as such need is determined by the Employer.
- H. Performance evaluation: Whenever a bargaining unit member is receiving multilingual differential certification pay, the employee’s use of basic language translation/interpretation skills will become an element of the employee’s performance plan, and the employee’s performance of basic language skills will be an element of the employee’s performance evaluation.

- I. Grievances: Decisions regarding the selection of languages for eligibility for multilingual certification pay, the content of language proficiency examinations, and decisions regarding whether a bargaining unit member satisfies language proficiency requirements are non-grievable and non-arbitrable.

Section 17.4 Impact of Pay Differential on Other Compensation and Benefits

The assignment pay differentials listed above in section 17.1 and the special pay and hourly differentials listed above in section 17.2, shall be included in the employees' base pay for the purposes of computing overtime rates, any existing overtime cap and retirement. Amounts received as working out of class pay and multilingual and sign language pay differential in section 17.3 shall also be included in the employees' base pay for the purposes of computing overtime rates, any existing overtime cap and retirement. Employees eligible for Hazardous Materials Response Team certification pay in section 17.1 subsection A will be paid in a lump sum, once a year and such pay will not be factored into computing overtime and retirement.

Section 17.4 Impact of Special Pay Differential on Other Compensation and Benefits

The pay differentials listed above in section 17.2 given as assignment pay, amounts received as working out of class pay and multilingual and sign language pay differential in section 17.3 shall be added to the employees' base pay and shall be factored in when computing overtime rates, any existing overtime cap and retirement. Employees eligible for certification pay for one of the above differentials will be paid in a lump sum, once a year and such pay will not be factored into computing overtime and retirement.

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.

ARTICLE 18 - GENERAL EMERGENCY PAY

Section 18.1 Definition

"General emergency" for the purpose of this agreement is defined as any period determined by the County Executive, Chief Administrative Officer, or designee to be a period of emergency, such as inclement weather conditions. Under such conditions, County offices are closed and services are discontinued; only emergency services shall be provided.

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 leave⁶ (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.**

6 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.

ARTICLE 19 – WAGES

Section 19.1 Wage Increase

- A. Effective **the** first full pay period on or after July 1, 2009, add new longevity step at year 28 (LS2 – 3.5%). **All eligible bargaining unit employees who reach 28 years of service shall receive a 3.5% “LS2” increase to their base pay effective the pay period in which their service anniversary date occurs.**
- B. **Effective the first full pay period on or after July 1, 2013, 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 **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.
- B. Effective the first full pay period in July 2003 the uniform pay plan shall include six pay grades, F1, F2, F3, F4, B1, and B2. Each pay grade shall consist of steps A through O and one longevity step (“LS”). The uniform pay plan will be implemented for Lieutenants and Captains as follows: Lieutenants and Captains shall be placed in the appropriate grade (B1 for Lieutenants and B2 for Captains) and step in Appendix II that is equal to the employee’s base salary in effect as of the last full pay period in fiscal year 2003. In the event that the employee’s salary falls between steps the employee’s salary will be allocated to the next highest step. Beginning the first full pay period in fiscal year 2004, the employee (Lieutenant or Captain) shall be paid the salary that is reflected for that grade and step in Appendix II. Nothing herein shall preclude bargaining unit employees from receiving service increments when due.
- 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, shall be postponed **through FY2015. Such pay plan adjustment shall be a subject of the reopener for FY2016.**

Section 19.3 Pay Check Distribution

All employees will be required to participate in the direct deposit of their bi-weekly paychecks.

Section 19.4 Overpayments/Underpayments to employees, improper deductions of leave, and employee debts

- A. Recovery of overpayment to employee or employee debt to County.
 - 1. When the Employer overpays a bargaining unit employee, the Employer may deduct money from the employee’s pay to recover the overpayment. The Employer must give the

employee notice and an opportunity to respond before deducting the amount of the overpayment from the employee's pay.

2. The Employer may set off a debt that a bargaining unit employee owes to the County and deduct the amount owed from unpaid salary, accrued annual leave or compensatory time, or retirement contributions owed to the employee.
 3. When deducting money from an employee's paycheck to recover an overpayment or to set off a debt, the Employer must not deduct more than twenty percent (20%) of the employee's disposable pay from any one pay check. This limitation does not apply when the employee leaves County employment.
 4. A bargaining unit employee may file a grievance under Article 38 over a deduction to recover an overpayment or a debt from the employee.
- B. Correcting underpayments to employees and improper deduction of leave.
1. If the Employer fails to pay a bargaining unit employee any amount that the employee is owed or improperly deducts leave from the employee's leave balance, the Employer shall pay the employee the amount owed or adjust the employee's leave balance within a reasonable period of time following receipt of proof of the underpayment or improper deduction of leave, but no later than when the employee receives his/her next pay check. This subsection applies only when the issue is undisputed.
 2. A bargaining unit employee may file a grievance under Article 38 over either: (1) the Employer's failure or refusal to remedy an underpayment or adjust a leave balance; or (2) the Employer's failure or refusal to remedy an underpayment or adjust a leave balance in a timely manner.

ARTICLE 20 - INSURANCE BENEFITS COVERAGE AND PREMIUMS

Section 20.1 Optical Benefits

The Employer will provide the same level of optical benefits as provided in the previous Agreement.

Section 20.2 Health Benefits

- A. Effective January 1, 1995, the County will alter the basis for determining its contribution with respect to each separate medical and hospitalization plan, calculated separately for **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.⁷
- B. Prescription Drug Plan – Current benefit levels will be maintained subject to change under Section 20.3 of this Article, Benefits Committee.

⁷ 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 VI.

- C. The County will make available to employees an appropriate range of medical plan options, but not less than three plan options. At least one plan option will be a Point of Service Plan.
- D. All health and insurance benefits shall be extended to same-sex and opposite-sex domestic partners of employees covered under this agreement.

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.

- 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.

- 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.⁸

Section 20.5

⁸ 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 VI.

Premiums for all plans shall be established using standard actuarial principles or actual rates charged by the carrier or HMO.

Section 20.6 Medical Spending and Dependent Care Accounts

The Medical Spending and Dependent Care account benefits will equal those benefits in effect on January 1, 2002 and will remain unchanged for the duration of this Agreement. Employees shall continue to be permitted to contribute up to \$2,500 to the Medical Spending Account and \$5,000 to the Dependent Care Account. If, during the term of this Agreement, the IRS increases the maximum annual amount that may be allocated to a tax deferred Dependent Care Flexible Spending Account, bargaining unit members will be eligible to contribute up to that new maximum as of the date the new maximum becomes effective. In the event that the new IRS approved maximum allowable amount becomes effective after the beginning of a plan year (currently a calendar year), the new maximum will become available to unit members at the beginning of the next plan year.

Section 20.7 Pre-Tax Premiums

Employee contributions to Health Benefit Plans shall continue to be effected in a manner so that the premiums shall be pre-tax as far as allowed by IRS Code.

Section 20.8 Bidding

The County shall assure that the same or lower costs and the same or improved benefit levels are maintained and that medical care shall be transitioned consistent with "industry standards" when health care providers are changed. The Union shall participate to the full extent allowed by law, rule, and regulation in the entire bidding process. Participation shall include, but not be limited to, consultation and provision of information.

Section 20.9 Prescription Drug Plan

- A. The Employer will continue to provide a prescription drug benefit for **employee, 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.⁹
- 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.
- 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**

⁹ 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 VI.

formulary changes shall be notified a minimum of 90 days prior to the effective date of the formulary change.

Section 20.10 Lump Sum Death Benefit

In the event of a bargaining unit employee's death the designated beneficiary, beneficiaries or estate, must receive a lump-sum payment for accrued sick leave at the current pay rate, as follows:

- A. If the death is the result of a non-service connected accident or illness—50 percent of the total value.
- B. If the death is the result of a service-connected accident or illness—100 percent of the total value.

The designated beneficiary must be specified by the employee or as designated under the Employee's Retirement System of Montgomery County, if not named specifically.

Section 20.11 Line of Duty Death Benefit

In the event of a bargaining unit employee's death in the line of duty, the designated beneficiary, beneficiaries or estate must receive the following lump sum payments:

- A. Immediate payment of \$15,000 toward funeral expenses. The County will pay an additional amount, not to exceed \$15,000, in funeral expenses to the designated beneficiary to cover funeral costs not reimbursed by the State of Maryland.
- B. Effective July 1, 2003, the basic benefit of term life and accidental death and dismemberment insurance payable for a full-time bargaining unit member under age 65, whose death is the direct result of an accidental bodily injury sustained in the performance of County employment will be \$500,000, or the amount payable under the schedule of such benefits in effect prior to January 1, 2003, whichever amount is greater.

20.12 Employee Life Insurance¹⁰

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.

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 21 - TRAVEL

Employees will be compensated for local and non-local travel in accordance with applicable administrative procedures (A.P. 1-2 & 1-5), effective 4-8-91, as revised.

¹⁰ 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 VI.

ARTICLE 22 - PREVAILING RIGHTS

Rights, privileges, benefits, and working conditions enjoyed by the employees at the present time, as listed below, except as modified by this agreement, shall remain in full force, unchanged and unaffected, during the term of this Agreement unless changed by mutual consent of the County and the Union:

- A. Existing Optical Plan;
- B. Physical Exams;
- C. Retirement and Pension Benefits;
- D. Educational Salary Differential and other pay differentials;
- E. Professional Improvement Leave;
- F. Workplace provisions - the employer will supply, maintain¹¹ and make available the following items in reasonable and sufficient quantities at each fire station; refrigerator, oven, microwave, dishwasher, two washers, two dryers, ice machine¹², 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.¹³

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):

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

- G. Secondary Employment Procedures;
- H. Employee Tuition Assistance;
- I. Overtime compensation for continuing education requirements for paramedics;
- J. Lockers;
- K. Six month limitation on sick leave restrictions;
- L. Hepatitis Vaccine Shots and annual flu shots at no cost to the employee if requested by the employee. Each year, employees will be informed, in writing, of the availability of flu shots at

¹¹ As applied in this provision, the parties understand the term "maintain" to mean that the Employer will make reasonable efforts to ensure that the items referenced herein are kept in working order and that, if an item referenced herein should fall into disrepair, the Employer will take necessary steps to ensure that the item is either repaired or replaced.

¹² The ice machines at each fire station shall be of adequate size and of commercial quality, such that the ice machines are able to provide an adequate supply of ice for use in apparatus coolers.

¹³ The Employer agrees that it will make reasonable efforts to ensure that working HVAC systems are maintained at worksites not owned by the County to which bargaining unit employees of the Montgomery County Fire and Rescue Service are assigned.

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

- M. Employee Assistance Program;
- N. Adjustment of leave balances shall be calculated pursuant to Section 1-21, of the County Personnel Regulations as amended, August 25, 1988;
- O. Disposition of Special Pay Differentials on promotion;
- P. Crediting of Special Pay Differentials toward fringe benefits;
- Q. One piece of mutually agreed upon suitable aerobic equipment at the Emergency Communications Center (ECC) for use by E.C.C. employees.
- R. Matters subject to bargaining as specified under 33-152 (a) of the County Code as amended shall remain in effect as specified under the 1986 Montgomery County Personnel Regulations (as amended on March 19, 1987 and August 25, 1988) unless otherwise modified by this Agreement.
- S. County to ensure bottle water is provided at each station.
- T. All bargaining unit employees who retire on disability retirement shall be provided a copy of the Disability Review Panel final report and any personnel information in the County's possession necessary to apply for Social Security Disability benefits at the time they sign their retirement paperwork.

Section 22.2 Notice and Opportunity to Submit Comments

- A. Prior to the implementation of any new or revised Directive, MCFRS Bulletin, Policy, Procedure, Instruction¹⁴ relating to or affecting bargaining unit employees, the Employer shall provide the Union President, 1st Vice President, and 2nd Vice President with written, electronic notice and an opportunity to submit comments. If the Employer provides the Union with written, electronic notice and opportunity outside normal business hours (Monday through Friday, 7:00 am to 3:00pm), the electronically transmitted notices will be deemed received on the following business day. The employer will provide the Union written notice of its designee authorized to transmit documents for notice and opportunity.
- B. Such written notice shall be addressed to the President of the Union, and shall be sent to him by regular and electronic mail. Such written notice shall include an explanation and/or description of the new or revised Directive, MCFRS Bulletin, Policy, Procedure or Instruction and the date on

¹⁴ The parties understand and agree that the term "Instruction" refers to: a) a written explanation provided by the Division Chiefs or the Fire Chief regarding the processes and/or procedures associated with the implementation of a new or revised Directive, Safety Bulletin, Policy or Procedure; or, b) written explanation/clarification provided by the Division Chiefs or the Fire Chief regarding an existing Directive, Safety Bulletin, Policy or Procedure that deviates from an established past practice.

which the Employer intends to implement it.

- C. The Union shall have thirty (30) calendar days from the date upon which the President of the Union receives written notice to submit written comments or, if appropriate, proposals regarding the new or revised Directive, MCFRS Bulletin, Policy or Procedure or Instruction. During the thirty (30)-day period, the Union may request to meet and confer with the Employer regarding the new or revised Directive, MCFRS Bulletin, Policy or Procedure or Instruction. The Employer will make all reasonable efforts to accommodate the Union's request to meet and confer. If the Union submits proposals on negotiable matters, the parties shall meet to discuss such proposals during and, if necessary, after the expiration of the thirty (30)-day period.
- D. If a bargaining unit employee is disciplined or negatively appraised on his or her performance evaluation, and such discipline or negative appraisal is related to the implementation of any new or revised Directive, the Employer shall have the burden to demonstrate that the Union was provided notice and opportunity to submit written comments on such Directive, MCFRS Bulletin, Policy, Procedure or Instruction. The above-described "burden" shall be in addition to, rather than in lieu of, the Employer's burden of proving by a preponderance of the evidence in an arbitral proceeding the employee's culpability for the disciplinary infraction with which he or she was charged.
- E. Prior to the release of any promotional bulletin for a position within the bargaining unit, the Employer will forward a draft of the bulletin to the Union President for comments no less than five (5) calendar days prior to the posting of the bulletin.

ARTICLE 23 - HOURS OF WORK

Section 23.1 Operations

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

Section 23.2 Operations Day Work

All day work personnel assigned to the Bureau of Operations will work four (4) ten (10)-hour shifts every week for forty (40) hours every seven (7) days.

Section 23.3 Fire & Explosives Investigations Section

Hours of work for bargaining unit employees assigned to the Fire Investigations Section shall be an average of forty-two (42) hours per week. Such employees shall work two (2) twelve (12) - hour days and two (2) twelve (12)-hour nights, and will be provided four (4) days off during a work cycle. Alternate work hours, mutually agreed upon by the County and Union, may be implemented during the duration of this contract. Bargaining unit members notified of the requirement to remain available to report for duty during non-working hours shall receive stand-by pay consistent with Article 15.5.B. Upon being called back to duty, the bargaining unit member will be provided overtime pay, consistent with Article 15.

Section 23.4 Training and Prevention

All day work personnel assigned to the Fire Code Enforcement Section and Training Section will work four (4) ten (10) hour shifts every week for forty (40) hours every seven (7) days.

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 **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 shifts and one (1) 24-hour shift with five (5) 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 as alternatives to the primary work hours of **four (4) twelve (12) hour shift periods with four (4) consecutive days off** and may be selected by 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 twenty-four(24) hours 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 and Rescue Services.

Section 23.6 Absent Without Official Leave

- A. An employee who fails to report for duty as scheduled or who leaves the work site prior to the end of the scheduled work day without the approval of a supervisor, will be:
1. considered absent without leave;
 2. placed in a non-pay status for the period in question, and
 3. subject to appropriate disciplinary action or termination.

Section 23.7 Hours of Work for Part-time Employees

- A. Hours of work for bargaining unit employees in part-time positions shall be between twenty (20) and thirty-nine (39) regularly scheduled hours per week, on a continuing year round basis.
- B. Part-time employees shall be extended benefits and working conditions under the following terms:
1. Retirement Benefits will be determined according to the Group G member benefits provisions of the Employees' Retirement System law.
 2. Life insurance benefits shall be paid on the appropriate pro rata basis.
 3. Tax Deferred Compensation. The maximum deferred salary amount shall be in accordance with section 457 of the Internal Revenue Code.
 4. Holidays shall be applied to part-time employees on a pro rata basis.
 5. Annual and sick leave accrual shall be pro rated, based upon the number of regular hours in a paid status per pay period.
 6. Tuition Assistance, Parental Leave, Disability Leave, Seniority for the purposes of Article 27 of this Agreement, sick leave donations and all special duty pay differentials identified in Article 17 shall be pro rated.

7. Uniforms and Equipment, Grievance Rights, Emergency Pay, Bereavement Leave, Administrative Leave, and Annual and Compensatory Leave Carryover shall not be pro rated.
8. Any right or benefit not listed in this Section and disputed may be grieved and arbitrated pursuant to Article 38 of this Agreement.

C. Full-time bargaining unit employees shall not be required to transfer to part-time positions.

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 before January 1, 2010 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.

ARTICLE 24 - DAILY WORK SCHEDULE

Section 24.1 Meal Times – 24-Hour Shift

The Employer agrees to provide reasonable time (not more than one hour per meal) for lunch and dinner meal periods. Such meal periods shall not be unreasonably denied.

Section 24.2 Meals When Working Beyond the 24 Hour Shift

Employees who are held over and required to work more than three hours beyond their regular schedule shall be given reasonable time, consistent with Section 24.1, to eat meals while on duty.

Section 24.3 Rest Period

Following the third daily activity period, for any employee working shift work, bed rest shall normally begin at 2100 hours. This provision shall not, however, impede the performance of work based upon operational needs as required and deemed appropriate by the Employer.

ARTICLE 25 - REPORTING TIME

When a bargaining unit employee reports to his/her assigned work location and is then detailed to another location, he/she shall be allowed a reasonable time to arrive at the location of the detail.

ARTICLE 26 - PERSONNEL FILES/RECORDS

Section 26.1 Examination

An employee, upon presenting his/her identification, shall be permitted by appointment to examine his/her personnel, departmental operating, supervisory, or medical files. The employee shall indicate in writing, to be placed in his/her file, that he/she has examined the same. The custodian of medical records may determine, consistent with State law, that certain medical information will only be released through the physician or attorney of the employee upon receipt of a signed release from the employee. Medical records will be maintained in accordance with Section 26.6 of this Article. The County may retain and store records in various formats, including as electronically imaged documents. The records of the MCFRS Internal Affairs Division (IAD) are not personnel records.

Section 26.2 Employee Notification

Any time that a document is added to an employee's personnel, medical or departmental operating file, a copy must be provided to the employee, and the employee shall be given an opportunity to submit rebuttal, if desired, to be included in the file.

A log will be maintained in the employee's official personnel file, departmental operating record and medical record, regardless of the medium or format in which these records are maintained. The log kept in the employee's official personnel file must record the names of all persons who review this file, and each date when the file is reviewed. Provided, however, that the Director and employees of the Office of Human Resources are not required to make entries in a log when they access an employee's official personnel file.

The log kept in the employee's departmental operating record must record the names of all persons who review this file, and each date when the file is reviewed. Provided, however, that the custodian of departmental operating records, and all employees supervised by the departmental custodian who perform personnel administration functions, are not required to make entries in a log when they access an employee's departmental operating record.

The log kept in the employee's medical record must record the names of all persons who review this file, and each date when the file is reviewed. Provided, however, that employees and contractors of the County's Fire/Rescue Occupational Medical Section are not required to make entries in a log when they access an employee's medical record.

The log kept in the employee's medical record must record the names of all persons who review this file, and each date when the file is reviewed. Provided, however, that employees and contractors of the County's Fire/Rescue Occupational Medical Section are not required to make entries in a log when they access an employee's medical record.

Section 26.3 Official Personnel File

- A. The Office of Human Resources must keep the County's official personnel file for each employee. The official personnel file must not contain any information about an employee's medical or psychological condition.
- B. The documents in the official personnel file are limited to:
 1. application for employment or promotion that resulted in appointment or promotion;
 2. employment history, including personnel action documents affecting appointment, promotion, transfer, salary change, or other personnel action;
 3. employee identifying information and emergency contact information;
 4. payroll withholding documents;
 5. insurance, retirement, and other records related to employee benefits;
 6. education records submitted with application for employment or promotion, but not routine training records;
 7. performance evaluations from the last 5 years;
 8. disciplinary actions other than written reprimands;
 9. commendations; and,
 10. written reprimands from the last 12 months.

Section 26.4 Departmental Operating Record

- A. A department director may maintain employee records necessary for program level operations. Operational records must not contain any information about an employee's medical or psychological condition.
- B. Departmental records shall include records of an employee's training, including selection for training, for the entire period of an employee's employment and must be kept for 6 months after the employee leaves County employment.
- C. If an employee transfers to another department, the DFRS Chief must give the employee's training records to the new department.
- D. The documents in the departmental operating record are limited to:
 - 1. home address and phone number;
 - 2. current job information, which may include the job description and location;
 - 3. employee emergency contact information;
 - 4. training records;
 - 5. timesheet and leave data necessary to verify payroll;
 - 6. leave records from the last 5 years;
 - 7. performance evaluations and supporting documentation from the last 5 years;
 - 8. commendations from the last 5 years;
 - 9. disciplinary actions, other than written reprimands from the last 5 years;
 - 10. documents from health care providers concerning medical appointments, light duty, or return to work, for the last 2 years.
 - 11. Written reprimands for 12 months.

Section 26.5 Supervisory File

- A. A supervisor may maintain a file for each employee supervised that contains documents related to the previous 12 months. Supervisory records must not contain any information about an employee's medical or psychological condition, but may include:
 - 1. Copies of records contained in the departmental operating record;
 - 2. Commendations and verified complaints from customers concerning the employee's job performance or conduct;
 - 3. Notes made by the supervisor during a performance review or other counseling sessions with the employee;
 - 4. Copies of the employee's completed work assignments, draft documents, or work in progress;
 - 5. Written communications between the employee and the supervisor concerning performance or conduct issues.
 - 6. Notes from health care providers submitted by employees during the last 12 months to confirm medical appointments, excuses from work, duty status, returns to work, and work restrictions.

- B. A supervisor must permit an employee to review the supervisory file upon request and provide a rebuttal to any document in the supervisory file and have it placed in the file.
- C. A supervisor must provide an employee with a copy of any document that the supervisor places in the official personnel file or departmental operating record and allow the employee to submit a rebuttal to any adverse document. The supervisor must have the employee's rebuttal placed in the file. The contents of the supervisory file are to be safeguarded from review by co-workers or station personnel who are not the employee's supervisors.
- D. Materials in a supervisory file are valid for a period of twelve (12) months, and may be used only during that time or during a rating period covering the period of documentation to support official personnel actions. These materials become a part of an employee's official or operating record only if they are incorporated in or attached to related personnel actions within twelve (12) months from the date they were originated. Materials in a supervisory file, which are not used to support a formal personnel action within 12 months of their inception, cannot serve as the basis for any further personnel actions, and shall be removed from the file.
- E. A supervisor may maintain informal notes regarding performance or other information about an employee under the supervision of that supervisor. Supervisory notes are not considered official employee records and are not subject to review by the employee or others. Supervisory notes may not be the basis of any adverse action against the employee unless they are incorporated into a document that is given to the employee.

Section 26.6 Access to Employee Records

Official personnel file, department operating record, and supervisory file. A non-medical employee record is confidential and is available on a need-to-know basis to:

1. the employee's supervisor or the Fire Chief or designee¹⁵;
2. the CAO or designee;
3. the OHR Director and staff;
4. the County Attorney and staff; and
5. members and staff of the Merit System Protection Board (MSPB).

Section 26.7 Medical Record

- A. The OHR Director must maintain the medical record of each employee.
- B. The OHR Director must limit the medical record of an employee to:
 1. County medical examination records;
 2. Records obtained or received from a health care provider about the fitness of an employee or applicant or a request for disability retirement;
 3. A medical waiver or release signed by the employee;
 4. A request by the employee's supervisor or the MCFRS Chief for an additional or special medical examination and the record of an action taken in response to the request;

¹⁵The parties understand and agree that the term "designee" refers to an individual including the Promotional Board and administrative staff *and not* an entity (e.g. a division or department, etc.). The parties further recognize, however, that the Fire Chief may designate different individuals to access the above-referenced "Employee Records" at various times.

5. Result of a medical test, examination, or procedure including psychological examination or report; and
 6. Information provided by the employee or other person that relates to the health or health care of the employee.
- C. Medical records are confidential. OHR must maintain medical records in a secure location apart from other employee records.
- D. An employee's medical record is confidential and is available on a need-to-know basis to:
1. the CAO or designee;
 2. the OHR Director and designated staff;
 3. the County Attorney and designated staff;
 4. members and designated staff of the MSPB;
 5. the Disability Review Panel;
 6. the Disability Arbitration Board; and
 7. Workers' Compensation administrators.

No medical information shall be released to anyone who is not listed in (D) above unless the employee has provided a signed authorization, unless otherwise authorized by law.

Section 26.8 Fitness Record

- A. The Exercise Physiologist must maintain the fitness record of each bargaining unit employee.
- B. Employee fitness records will consist of, and will be limited to: capacity, body composition, flexibility, muscular strength, muscular endurance and non-medical, fitness-related information.
- C. The employee fitness record is confidential, and access to an employee's fitness record shall be limited to the Department Exercise Physiologist and the Peer Fitness Trainer performing the fitness assessment. Files will be kept in a secure location under lock and key.
- D. The purposes of the fitness record are to evaluate the fitness level of the employee to whom it pertains and to make recommendations for maintaining or improving the employee's level of fitness. Neither an employee's fitness record nor any of the information contained therein will be used to:
1. evaluate the employee's job performance;
 2. discipline the employee;
 3. evaluate an employee's workers' compensation or disability claim; or,
 4. take any other personnel-related action adverse to the employee.

Section 26.9

- A. The parties agree that Settlement Agreements, Memoranda of Understanding and Last Chance Agreements shall be kept in the Administrative Services Section File, provided that such Settlement Agreements, Memoranda of Understanding and Last Chance Agreements and all references thereto shall not be retained in the Administrative Services Section File after the date upon which such Settlement Agreement, Memorandum of Understanding or Last Chance Agreement expires.

- B. The Administrative Services Section File shall be accessible only to the Fire Chief, the Division Chief of Administrative Services, the Administrative Services Assistant Chief, the Administrative Services Battalion Chief and the Administrative Services Captain.

Section 26.10 Expungement

The Employer shall remove and destroy adverse material in an employee file (in whatever medium or format it was kept) consistent with this Article.

Section 26.11 Internal Affairs Files

1. The Internal Affairs Division shall be the repository for the files.
2. Access to these files shall be limited to:
 - a) The employee, but only to the extent allowed by item 3 below
 - b) Fire Chief or designee
 - c) County Attorney or designee (need to know basis; i.e., when the employee is involved in litigation)
3. The Department will provide the employee and the Union any written statements (e.g., citizen complaints, employee observations, etc.) in the possession of the department and used in connection with an adverse action taken against a bargaining unit employee. These statements will be sanitized (i.e., address, phone number deleted) to protect privacy rights in accordance with the law.
4. In cases involving complaints where the charges were deemed unsustainable or unfounded, the files shall be expunged at the latter of three (3) years after the date the findings were made or any applicable statute of limitations or at the conclusion of any pending litigation.
 - a. Files involving complaints where a charge was sustained shall be eligible for expungement at the latter of five (5) years or any applicable statute of limitations or at the conclusion of any pending litigation.
 - b. The expungement method shall be the shredding of the physical file. In cases where more than one bargaining unit member is involved and one or more bargaining unit members is not entitled to expungement, the name of the bargaining unit member who is eligible for expungement will be redacted from those documents that refer to multiple bargaining unit members. Those documents that refer only to the bargaining unit member who is eligible for expungement shall be destroyed.
 - c. The expungement of information from the electronic database shall consist of the electronic obliteration of the bargaining unit member's name and identification number.

ARTICLE 27 – SENIORITY

Section 27.1 Definition

Seniority of a bargaining unit employee is calculated based on the total service time in the Montgomery County Government merit system as a full time career firefighter/rescuer in Montgomery County, except when breaks in service of two (2) or more years occur. When two or more employees have the same total service time, their relative seniority shall be determined first by their time in the highest attained grade, and only if this factor is equal for the employees involved, then their relative seniority shall be determined by lot. The official seniority list shall be prepared by the Employer and indicate the names,

classification, dates of employment and service times as of the date of distribution.

Section 27.2 Dates of Employment

Dates of employment for bargaining unit employees shall include the service time from full-time employment as a result of appointment to a permanent position as a career fire fighter or rescue squad employee by the independent fire and rescue corporations of Montgomery County. In the event of a dispute regarding service time under these provisions, enrollment in the appropriate retirement system as provided by the employing agency during the time of disputed service shall serve as the determining factor. Retirement time purchased on a "buy back" basis as a result of military service or service with other agencies in or outside Montgomery County shall not be counted.

ARTICLE 28 - TRANSFERS

Section 28.1 Definition

Transfers for the purposes of this agreement shall have the same meaning as provided in Section 21.1 of the Montgomery County Personnel Regulations, amended March 19, 1987 and August 25, 1988. Transfers shall be made by the Employer and usually involve one or more of the following factors:

- A. A change from one merit system position to another;
- B. A change in physical location of the job or position;
- C. A change in duty assignment but within the same occupational class.

Section 28.2 Reasons for Transfer

The following, while not all-inclusive, may be reason for transferring an employee:

- A. A voluntary request;
- B. A lack of funding resulting from budgetary limitations or loss of federal/state funds;
- C. A change in the approved work program/plan/design;
- D. An administrative reorganization;
- E. A technological change or advancement that impacts on work force needs;
- F. A change in an employee's physical or mental condition;
- G. The resolution of a grievance or other problems affecting the operational efficiency of a unit or organization;
- H. For training or development; or
- I. The need for additional personnel at a specific work site.

Section 28.3 Qualifications for Transfer

An employee must meet the minimum qualifications for the position to which transferred. Length of County service (seniority) shall be considered when qualified candidates are otherwise deemed reasonably eq.

Section 28.4 Appeal of Transfer

A bargaining unit employee may appeal an involuntary transfer in accordance with Article 38, Grievance Procedure. The appealing employee must show that the action was arbitrary and capricious.

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. 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.

Section 28.6 Transfers Are Not Details

This article shall not apply to the occasional detailing of bargaining unit employees between and among stations based on short term workload considerations.

Section 28.7 Voluntary Transfers

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

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

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

ARTICLE 29 - PROMOTIONS

Section 29.1 Policy

Promotions must be made on a competitive basis after an evaluation of each individual's qualifications. The Employer's promotional program for positions within the bargaining unit should provide that qualified bargaining unit employees are given an opportunity to receive fair and appropriate consideration for higher level positions.

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 copies of study materials as

follows:

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

Section 29.3 Notification of Score

Bargaining unit employees who take examinations under this article shall be notified of their final score and the appropriate rating category.

Section 29.4 Seniority and Education

Length of County service (seniority) and job related education shall be considered when qualified candidates for promotion are otherwise deemed reasonably equal.

Section 29.5 Appeal of Reassignment During Probation

A bargaining unit employee who has been promoted and is subsequently reassigned, during or at the conclusion of the promotional probationary period as provided in Section 6.4(f) of the Montgomery County Personnel Regulations (March 1994), to the former grade held prior to the promotion may grieve and arbitrate such action pursuant to Article 38 of this Agreement.

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.**

Section 29.7 Non-Penalty for Supervisory PCAP Entries

Employees shall not be penalized with regards to promotional examination or promotional eligibility for incorrect or incomplete entries into the PCAP system that are the responsibility of the employee's supervisor, or are otherwise not the responsibility of the employee.

ARTICLE 30 - DISCIPLINE

Section 30.1 Policy

- A. The Employer shall not suspend, discharge or otherwise discipline any employee of the bargaining unit except for cause.
- B. Once the Employer has determined there is cause to discipline an employee, the Employer agrees to give due consideration to the relevance of any mitigating and/or aggravating factors, in deciding the nature and level of disciplinary action appropriate, including, but not limited to:
 - 1. the nature and seriousness of the offense, and its relation to the employee's duties, position, and responsibilities, including whether the offense was intentional or technical and inadvertent, or was committed maliciously or for gain, or was frequently repeated;
 - 2. the employee's job level and type of employment, including his or her supervisory or

- fiduciary role, the frequency and level of his or her contact with the public, and the prominence of his or her position;
3. the employee's past disciplinary record;
 4. the employee's past work record, including his or her length of service to the Department, his or her job performance, his or her demonstrated ability to get along with fellow Department employees, and his or her dependability;
 5. the effect of the offense upon the employee's ability to perform at a satisfactory level and its effect upon the Employer's confidence in the employee's ability to perform assigned duties;
 6. the consistency of the penalty with those imposed upon other employees with similar personnel history for the same or similar offense(s);
 7. the notoriety of the offense or its impact upon the reputation of the Employer;
 8. the clarity with which the employee was actually on notice of any rules, regulations, directives, policies, orders, instructions or the like that were violated in committing the offense, or had been warned about the conduct in question;
 9. the potential for rehabilitation;
 10. mitigating circumstances surrounding the offense, such as unusual job tensions, personality conflicts, mental impairment, harassment, bad faith, or malice or provocation on the part of others involved in the matter; and,
 11. the potential adequacy and effectiveness of alternative sanctions to deter such conduct in the future by the employee or others.

Section 30.2 General Procedures

- A. The parties recognize the importance of completing an investigation of a bargaining unit employee in as timely a manner as possible. However, when an employee has been the subject of an investigation, and a determination is made not to propose a disciplinary action, the designated proposing official will issue a letter indicating that the employee has been cleared or that the investigation has been closed without action. Such letter shall be issued to the employee subject to the investigation or proposed disciplinary action as soon as practicable, normally within thirty (30) calendar days of when the case involving the employee is closed. The letter will not be placed in the employees' Official Personnel File, unless the employee indicates in writing that he or she prefers that the letter be contained in his or her Official Personnel File.
- B. Whenever the Employer proposes to discipline an employee, the Employer shall issue a Statement of Charges to the employee within a reasonable period of time, after the Employer knows or reasonably should have known of the event giving rise to the proposed discipline. Before taking a disciplinary action other than an oral admonishment, the employer must give the employee a statement of charges that tells the employee:
 1. the disciplinary action proposed;
 2. the specific reasons for the proposed disciplinary action including the dates, times, and places of events and names of others involved, as appropriate;
 3. that the employee may respond orally and/or in writing;
 4. the official to whom the response is to be directed;

5. the deadline for submitting a response;
 6. that the employee may be represented when responding to the statement of charges; and,
 7. that the Union has a right to request a Pre-Discipline Settlement Conference.
- C. Upon in-hand receipt of the Statement of Charges, the employee shall have fourteen (14) calendar days to submit a written response. Any response must be received in the Office of the Fire Chief no later than the close of business fourteen (14) calendar days after receipt of the Statement of Charges. The Union has the right to request an extension of time on behalf of the employee to respond to the Statement of Charges. Such requests shall not be unreasonably denied. If the employee responds to the Statement of Charges, the Employer must carefully consider the response and decide:
1. if the proposed disciplinary action should be taken;
 2. if no disciplinary action should be taken; or
 3. if a different disciplinary action should be taken.
- D. The Employer must issue a new Statement of Charges prior to the issuance of a NODA, if the Employer decides that a more severe disciplinary action is appropriate.
- E. If the Employer decides to implement the disciplinary action, the Employer shall issue a Notice of Disciplinary Action within a reasonable time, after the employee has submitted his/her response to the Statement of Charges or within a reasonable time upon the completion of the Pre-disciplinary Settlement Conference. A notice of disciplinary action must contain the following information:
1. the type of disciplinary action that will be taken;
 2. the date on which the disciplinary action will take effect;
 3. the specific reasons for the disciplinary action including dates, time, places, and names of others involved, as appropriate;
 4. whether the employee responded to the statement of charges and if the response influenced the decision on the disciplinary action;
 5. the date on which the disciplinary action will be removed from the employee's department operating record;
 6. a statement of the employee's right to grieve or appeal the disciplinary action, other than an oral admonishment.
- F. A grievance may be filed in accordance with Article 38 of the Agreement within twenty (20) calendar days of the employee's in-hand receipt of the final Notice of Disciplinary Action.

Section 30.3 Disciplinary Examinations

- A. The Union shall be given the opportunity to be represented by up to two (2) Union-designated representatives at any examination of an employee in the bargaining unit by a representative of the Employer in connection with an investigation if:
1. The employee reasonably believes that the examination may result in disciplinary action against the employee; and
 2. The employee requests representation.

- B. If an employee requests to be represented at such an examination, the employer will delay the examination for a reasonable period of time, to permit the employee the opportunity to arrange representation. The examination will be delayed for up to eight hours, if there are eight hours available between the time of the employer's demand for an examination and 5:00 p.m. on the same calendar day. If a delay of eight hours will extend beyond 5:00 p.m. on the same calendar day, the examination will be held no later than 9:00 a.m. on the following calendar day, unless the parties have mutually agreed to a different time.
- C. Prior to an examination, the Employer agrees to inform the Union representative(s) in writing (which may be by email communication) of the subject of the examination. The representative(s) must also be allowed to speak privately with the employee before the examination. The Union representative(s) must be allowed to speak during the interview. However, the Union representative(s) does not have the right to bargain over the purpose of the interview. The Union representative(s) can, however, request that the employer representative clarify a question so that the employee can understand what is being asked. When the questioning ends, the Union representative(s) can provide additional information to the employer representative. Before providing such information, the Union representative(s) and the employee may briefly meet privately for purposes of discussion.
- D. The Employer is free to terminate any examination of an employee in connection with an investigation at any time for any reason.
- E. The Union shall have no right to represent an employee who is examined as a witness or third party in any investigation or to represent an employee who is being counseled by a representative of the Employer concerning conduct, performance, or any other similar work-related matter. However, if the employee learns during the course of the witness/third-party investigation that he or she may be subject to discipline, he or she may request Union representation pursuant to Section 30.3B, above.
- F. The employee must answer all work-related questions truthfully, promptly and completely.

Section 30.4 Disciplinary Examinations of Fire Investigators

The following provisions shall apply only to disciplinary examinations involving a Fire Investigator's use or exercise of police authority:

1. Prior to any interview or examination of a Fire Investigator, for which there may be criminal or civil implications¹⁶, the Fire Investigator shall be advised of the nature of the investigation.
2. At the request of the Fire Investigator under investigation for conduct that may have criminal or civil implications, the Fire Investigator shall have the right to be represented by counsel or any other representative of his or her choosing. The employee's counsel or other representative of his or her choosing may, in the discretion of the employee, be present at any interview or examination connected to an investigation for conduct that the Employer reasonably believes may result in a criminal investigation/charge or a civil action.
3. If the Fire Investigator requests to be represented at such an examination having criminal or civil implications, the Employer will afford the Fire Investigator a reasonable amount of time to arrange for representation, normally forty-eight (48) hours.

¹⁶ For purposes of this Section, the phrase "criminal or civil implications" means that the conduct for which the Fire Investigator is being interviewed or examined, if established, would likely result in a criminal charge or a civil action being filed against the Fire Investigator.

4. If a Fire Investigator is examined as a witness or third-party, and it becomes evident that the Fire Investigator may be implicated in conduct for which there may be criminal or civil implications, the Fire Investigator shall have the right, upon request, to be represented by counsel or a representative of his or her choosing.

Section 30.5 Time, Place and Manner of Interviews/Examinations Conducted at the Internal Affairs Section

- A. Any interview or examination conducted by the Internal Affairs Section pursuant to sections 30.3 and 30.4 of this Article shall take place at the Internal Affairs Section office, the Union Office, or at any other place to which the parties mutually agree.
- B. Employees interviewed or examined pursuant to sections 30.3 and 30.4 of this Article shall be provided with reasonable breaks.
- C. The employee, and at the employee's discretion, the union, shall be notified by the investigating official in writing of the alleged charges or conduct for which the employee is being investigated upon notification of interview/examination being scheduled. An email communication is sufficient to meet the writing requirement under this section.

Section 30.6 Access to Records

- A. Upon issuance of a Statement of Charges, the Employer shall provide the employee or his or her counsel or chosen representative with:
 1. witness and/or complainant statements used in connection with any charge. These statements will be sanitized (address and phone number deleted.)
 2. a copy of the investigation file, including any and all transcripts; and,
 3. any and all exculpatory information in the possession of the Employer.

This information shall be provided free of charge.

Section 30.7 Days Defined

The term "days" as used in this Article shall mean calendar days. If the last day coincides with a weekend, holiday, or any other day the County Government is closed for normal business, the deadline will be moved forward to the close of the next calendar day that the County Government is open for normal business.

Section 30.8 Donation of Forfeited Annual Leave

An employee who accepts a forfeiture of annual leave in lieu of other discipline may elect to have the forfeited sum (the salary-based value of the annual leave) donated to the Union's Welfare and Benefit Fund upon written notice to the Employer.

ARTICLE 31 - UNION MEMBERSHIP ON APPARATUS SPECIFICATIONS COMMITTEE

The Apparatus Specifications Committee shall be administered pursuant to MCFRS Policy. The Union President shall appoint a bargaining unit employee for one bargaining unit position on the Committee. 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.

The Union representatives on the Apparatus Specification 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 the Union representative who attends meetings on a day off.

ARTICLE 32 - UNION MEMBERSHIP ON SELF-CONTAINED BREATHING
APPARATUS ADVISORY COMMITTEE

- A. The SCBA Advisory Committee shall be administered pursuant to MCFRS Policy. The Union President shall appoint a bargaining unit employee for one bargaining unit position on the Committee. The Committee shall have the responsibility to discuss, review and recommend standards on SCBA equipment, use, maintenance and related matters in light of OSHA, NIOSH and NFPA 1500.
- B. The Union representative on the SCBA Advisory 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 the Union representative who attends meetings on a day off.

ARTICLE 33 - MCFRS AWARDS COMMITTEE AND EMPLOYEE RECOGNITION

- A. The awards and recognition procedures shall be administered pursuant to established policy and procedure. The Union President shall nominate three bargaining unit employees for each of the two bargaining unit positions on the MCFRS Awards Committee. The Fire Chief or designee will then appoint, from these six nominees, one employee to each of the two bargaining unit positions on the MCFRS Awards Committee.
- B. The Union representatives on the MCFRS Awards 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.
- C. The Employer will determine the size and location of a "red style" Union decal which will be displayed on each side of County owned apparatus used in providing fire, rescue and emergency medical services that are staffed by bargaining unit employees. The decals will be provided by the Union.
- D. IAFF members who are bargaining unit employees shall be authorized to wear and display the IAFF logo on all uniforms issued or authorized by the County. The IAFF Logo shall be in the form of either a patch, pin, silk screened or embroidered logo. In addition all IAFF members who are bargaining unit employees shall be authorized to wear an IAFF logo patch on all County issued turnout gear and an IAFF logo helmet sticker on all issued or approved structural fire fighting helmets. The specific IAFF logos authorized under this section shall be determined by the Union. Location and size of the union insignia identified in this section will be determined by the Union, subject to the reasonable approval by the Fire Chief. All costs associated with the installation of the union insignia will be at the expense of the employee.

ARTICLE 34 – LABOR-MANAGEMENT COMMITTEE

- A. There shall be a Labor-Management Committee consisting of four (4) Union representatives assigned by the Union President and four (4) Employer representatives. This Committee shall meet at least quarterly to discuss all matters of mutual concern. However, upon the request of any four (4) members, the Committee may meet more often than quarterly. The four (4) members requesting to convene a meeting will provide the other members with as much advance notice as practicable.
- B. This Committee shall have the authority to make recommendations to the Union and the Fire Chief or designee. This Committee shall have no power to add to or amend any existing collective bargaining agreement between the parties or to discuss or adjust any pending grievance(s). The Employer and the Union shall exchange agenda items one week in advance of each meeting.
- C. The parties are encouraged to form sub-committees to address matters requiring the input of persons with technical or specialized knowledge and/or experience. The Fire Chief and the Union President shall designate such sub-committees upon the request of the Labor-Management Committee. Such sub-committees shall consist of an equal number of Employer and Union representatives. Such representatives shall be chosen by the Fire Chief and the Union President. The meeting schedules and charge of a given sub-committee shall be established jointly by the Fire Chief and the Union President. Each sub-committee shall make recommendations to the Labor-Management Committee regarding the matter(s) the sub-committee is charged to address. The Labor-Management Committee shall, in turn, review the recommendations of the sub-committees and, upon the consensus of the Committee, forward such recommendations to the Fire Chief and the Union President for consideration.
- D. The Union representatives on the Labor-Management 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 34.1 Committee Appointments

- A. The parties acknowledge that the Employer may, from time to time, form committees in addition to those to which this Agreement specifically refers, to discuss and/or provide recommendations addressing various matters relating to or affecting bargaining unit employees.
- B. In the interest of labor-management cooperation, the parties agree that any committee, discussion group or like entity formed by the Employer to discuss and/or provide recommendations regarding any matter(s) relating to or affecting bargaining unit employees will include an appropriate number of Union representatives. Bargaining unit employees who serve on such committees, discussion groups or like entities will be selected by and within the sole discretion of the President of the Union.
- C. Prior to the formation of any such committee, discussion group or like entity, the Employer will notify the President of the Union as soon as practicable normally at least ten (10) business days prior to the first scheduled meeting of such committee, discussion group or like entity.

ARTICLE 35 - HEALTH AND SAFETY

Section 35.1 Joint Health and Safety Committee

- A. The Employer shall take all reasonable steps to preserve and maintain the health and safety of its employees. To that end, the Employer agrees to maintain a joint health and safety committee, to be composed of three (3) members from the bargaining unit appointed by the President of the Union and three (3) members appointed by the Fire Chief or designee. The Committee shall:
1. Study, review and evaluate any working conditions which affect the health and/or safety of employees;
 2. Study, review and evaluate any equipment used or contemplated for use by the DFRS;
 3. Study, review and evaluate existing or anticipated procedures affecting the health and/or safety of employees.
 4. Study, review, and evaluate complaints involving indoor air quality at any worksite to which bargaining unit employees are assigned. The committee may consult with any relevant subject matter experts, including but not limited to representatives from the Department of Finance, Risk Management Division, and the Department of Public Works and Transportation, Facilities Division. In the event the committee makes a joint recommendation that indoor air quality testing is advisable, such testing shall be conducted in a timely manner. The Union will be provided results from any indoor air quality analysis within two weeks of the completion of the analysis.
- B. The Committee shall meet at least quarterly. However, upon the request of any three (3) members, the Committee may meet more often than quarterly. The three (3) members requesting to convene a meeting will provide the other members with as much advance notice as practicable.
- C. The Committee may convene a meeting of fewer than six (6) members. However, the Committee shall not convene a meeting of fewer than two (2) members from each side (i.e. two (2) members appointed by the President of the Union and two (2) members appointed by the Fire Chief). From time to time, additional individuals may be invited to attend meetings to assist the Committee in its activities and deliberations. Such "additional individuals" shall not have the authority to vote on Committee recommendations (See subsection E, below).
- D. The Committee shall appoint, on a rotating basis, a Chairperson, who shall serve in that capacity for one (1) year. The Chairperson shall be selected, alternately, by the President of the Union and the Fire Chief.
- E. Either party may refer any matter to the Committee. It is in the interest of the parties that the Committee reach consensus and provide recommendations on matters under its consideration. In the event that consensus cannot be reached, the Employer and Union representatives may provide their respective positions to the Fire Chief and the Union President for their review. In any event, each member of the Committee will be provided ten (10) business days to review and sign-off on Committee recommendations. If the Committee member does not review and

sign-off on a Committee recommendation within ten (10) business days, the recommendation will be submitted to the Fire Chief and the Union President with the endorsement of the Committee.

- F. The parties agree that the Committee may make recommendations to the Fire Chief concerning incidents involving serious injuries, "near misses," or fatalities involving bargaining unit employees. The Committee may review the facts and circumstances of the incident(s) through the Department's investigative file or report, subject to the confidentiality of personnel and other records. To this end, the County will redact from the file or report any confidential personnel information. This provision shall not impede or limit management rights set forth in Article 5 of this Agreement or the Fire Chief's right to take corrective action or impose discipline prior to receiving the Committee's recommendation(s).
- G. 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 35.2 Personal Safety Training

All bargaining unit employees shall receive training in personal safety skills that are necessary for the well-being of the employees when assisting the public. The Joint Health and Safety Committee shall be responsible for developing this training program.

Section 35.3 Wellness/Fitness Program

Fitness assessments and in-house programs will take place in coordination with a Peer Fitness Trainer. Each Peer Fitness Trainer will be certified, as specified in the Fitness Component of the Memorandum of Agreement-Fire/Rescue Wellness Initiative of 2000. Each Peer Fitness Trainer shall be compensated at one and one-half times his or her regular rate of pay or an equivalent amount of Compensatory Leave if appropriate for off-duty time, as approved in advance by the Chief of the Division of Wellness, Safety, and Training, or his or her designee, spent maintaining his or her certification.

Section 35.4 Incumbent Performance Evaluation

Once the Union President and the Fire Chief agree on the Incumbent Performance Evaluation component of the Wellness/Fitness Program, it will become effective July 1, 2005.

Effective July 1, 2005 through May 30, 2006, a familiarization and self-evaluation period will begin for the jointly developed Incumbent Performance Evaluation component of the Wellness/Fitness Program. Review of the data from the evaluation period will be carried out by a joint labor-management committee, the purpose of which will be to assess the effectiveness of the evaluation process and to determine any modification(s) of the evaluation tool deemed appropriate. The committee's observations and assessments, as well as the effectiveness of the modification(s) it recommends, will be provided to the Union President and the Fire Chief for their review.

A decision to proceed with the Incumbent Performance Evaluation component of the Wellness/Fitness Program beyond FY06 will be contingent upon an agreement between the Union President and the Fire Chief. If the Union President and the Fire Chief reach agreement, such agreement will be captured in a written instrument of their mutual choosing (e.g. memorandum of understanding, letter of intent, side letter, etc.).

Section 35.5

- A. In the interest of supporting the physical training and fitness programs, the parties agree that the Employer will dedicate a sum of \$100,000 per contract year. The Union and the Employer,

through the Union President and the Fire Chief, will jointly administer and allocate said funds. This allocation will be used for the following purposes:

1. to refurbish physical training equipment at worksites to which DFRS bargaining unit employees are assigned;
 2. to purchase new physical training equipment for worksites to which DFRS bargaining unit employees are assigned;
 3. to sponsor fitness and physical training-related activities and programs for DFRS bargaining unit employees; and,
 4. for any other physical training and/or fitness-related purpose upon which the Union President and the Fire Chief agree.
- B. The Union President shall be involved in all aspects of and endeavors related to the allocation and expenditure of the above-referenced funds, including:
1. the determination of what equipment to purchase or refurbish and where such equipment is to be located;
 2. the determination of what fitness and/or physical training activities and programs to sponsor;
 3. the determination of the amounts of money to be expended on the refurbishment or purchase of physical training equipment and the sponsorship of fitness and/or physical training activities and programs;
 4. all vendor-related processes and determinations, including but not limited the language used in RFPs, the selection of vendors, the termination of vendor contracts, vendor accountability, and related considerations and processes; and,
 5. any and all other aspects and endeavors related to the allocation and expenditure of the above-referenced funds, and which the Fire Chief and/or the Employer undertake pursuant to this accord.

Section 35.6 Access to Centers

All bargaining unit employees will be granted access to, and use of, recreation center gym/weight rooms and aquatic centers free of charge. In order to receive such access the bargaining unit members shall follow the administrative process established by the parties.

Section 35.7 Workplace Safety and Efficiency of Operations

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

Section 35.8 Critical Incident Stress Management

- A. Bargaining unit employees who become members of the Critical Incident Stress Management

("CISM") Team, shall be permitted, upon acceptance to the team, to attend two sixteen (16) hour courses offered by the International Critical Incident Stress Foundation (ICISF). Bargaining unit employees shall be considered on a detail when attending such training courses during their normally scheduled work hours; and shall be compensated at 1-1/2 times their regular rate of pay for all time spent in such training courses on their day(s) off. Employees shall be reimbursed by the Employer for any fees that are required to enroll in the courses.

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

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

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

ARTICLE 36 - SHIFT STAFFING

Section 36.1 Shift Staffing and Safety

The Employer and the Union agree to cooperate in the continued development of safety programs for the purpose of achieving a safe and healthy work environment within the parameters of the firefighters/rescuer occupational series within the bargaining unit. In aid of the goal of providing a safe and healthy work environment, the Employer and the Union shall work together to promote staffing levels which achieve this goal.

Section 36.2 Labor/Management Cooperation

In aid of the provisions of Section 36.1, the Fire Chief or designee and the President of the Union agree to meet periodically to discuss and cooperate in the setting of staffing levels.

ARTICLE 37 - TRAINING REQUIREMENT

Consistent with workload requirements when a Captain or Lieutenant are not available, the officer-in-charge of an engine, truck and rescue squad will be a Master Fire Fighter/Rescuer.

ARTICLE 38 - CONTRACT GRIEVANCE PROCEDURE

Section 38.1 Definition of Grievance

A grievance is defined as a dispute concerning:

- A. The application or interpretation of the terms of this Agreement;

- B. Policies and procedures subsumed in this Agreement;
- C. Changes to existing policies and procedures; and
- D. Future policies and procedures that may violate this Agreement.

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. If the Union exercises its discretion pursuant to this subsection, it will so notify in writing the Office of Human Resources upon filing the grievance.
- 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.

Section 38.3 First Step of the Grievance Procedure

A grievance shall be presented in writing by the Union to the Fire Chief within twenty (20) calendar days of the date the employee knew or should have known of the event giving rise to the grievance. Provided that if the grievance is presented to the MCFRS Labor Relations Officer or designee as provided above, an additional fourteen (14) calendar days shall be added to the time provided. The Fire Chief, or his designee, and representatives of the bargaining unit, shall meet and discuss the grievance within fourteen (14) calendar days after it is presented to the Fire Chief. The Fire Chief shall respond in writing, to the grievance within fourteen (14) calendar days after the meeting.

Section 38.4 Second Step of the Grievance Procedure

The Union may appeal the decision of the Fire Chief or designee by presenting a written appeal to the Office of Human Resources Director within fourteen (14) calendar days of the Union's receipt of the Fire Chief's or designee's decision. The Office of Human Resources Director or designee and representatives of the bargaining unit shall meet to discuss the grievance within fourteen (14) calendar days after presentation of the appeal to the Office of Human Resources Director. The Office of Human Resources Director shall respond, in writing, to the grievance within 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, **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 by the Union. The arbitrator shall be chosen from a panel composed of persons agreed upon by the parties. At least sixty (60) days prior to the expiration of this Agreement, one or both parties may provide written notice to the other that it no longer consents to retaining a particular member(s) of the arbitration panel. The parties shall fill the panel vacancy by mutual consent.
- B. The arbitrators shall be selected to hear succeeding grievances in rotation, in the order agreed to by the parties. The parties must contact the arbitrator next in the rotation order within twenty-one (21) days of the date of the written notice referring the grievance to arbitration, and must schedule the arbitration date no later than forty-five (45) days following the date of the written notice referring the grievance to arbitration. If the arbitrator slated to hear a grievance cannot hold the hearing within this forty-five (45) day period, the next arbitrator on the panel that is available within this period shall be selected.

Section 38.6 Arbitration Procedures

The following procedures shall apply to all arbitrations:

A. The parties will each pay one-half (1/2) of the arbitrator's fees and expenses, except as specified in paragraph (38.6.I and J, and 38.7) of this section.

B. Arbitration hearings will be held on the Employer's premises or at any site to which the parties' mutually agree.

The parties may appoint representatives to attend the arbitration hearing. However, in cases where representatives may be called to give testimony in the hearing, either party may object to the presence of that individual, and the matter will be decided by the arbitrator.

C. The grievant, the grievant's representative, and all employees who are called as witnesses will be excused from duty if required to appear on scheduled dates of arbitration.

D. It shall be within the sole discretion of the arbitrator to determine who may testify.

E. It is the responsibility and obligation of each party to produce its witnesses on the day(s) of the hearing.

F. The parties will make all reasonable efforts to schedule for consecutive days arbitration proceedings expected to last more than one day.

G. The County shall submit the following information to the Arbitrator and the Union at least fourteen (14) calendar days before the hearing:

1. A complete list of charges.
2. A copy of all written reports, documents, photographs, charges, letters, or other material to be introduced or used at the hearing.
3. The names and addresses of all prospective witnesses, and a summary of their anticipated testimony.
4. The names and addresses of witnesses and/or documents and records requiring service of a subpoena.
5. Estimated time required for presentation of the case.
6. Any other items, documents or records requested reasonably in advance by the Union and reasonably accessible to the County.

Except for item #1 above, the Union shall submit the same information to the Arbitrator and the County, at least fourteen (14) calendar days before the hearing.

Neither party shall be bound to introduce witnesses or documentation at the arbitration hearing. The above shall be construed as an intent only.

Requests to call witnesses, or to use documents not contained in the pre-hearing submission, subsequent to stated deadlines, may be granted only upon a showing of good cause.

If a witness cannot attend the arbitration proceeding, his or her testimony may, upon agreement of the parties, be submitted by deposition or affidavit. If subpoenas are issued, service of subpoenas shall be the responsibility of the requesting party.

H. Prior to the arbitration proceeding, each party may request that the other party make available certain information and/or various records, documents, files (whether in hard copy or electronic form) and the like pertinent to any matter of inquiry for use in preparing for and presenting its case during the arbitration proceeding. If a party refuses to comply with such request, or does

not timely reply to such request, the arbitrator may, upon motion of the requesting party, direct the party to whom the request was made to provide forthwith or by a date certain the information, records, documents, files, etc. requested. All requests must comply with the Maryland Public Information Act. The Union and the Employer may assess a fee, in no event higher than the actual cost of production, for the administrative costs associated with copying and preparing a response to the request. (Such "administrative costs" shall be limited incidental expenses, such as the cost of paper, the cost of copying documents, the cost of computer disks or CD-ROMs, and related expenses. However, such "administrative costs" shall not include County personnel-related expenses (i.e. the costs associated with paying County employees for copying and preparing a response to the request).)

- I. The arbitrator will set the date of the hearing with the concurrence of the representatives of the parties. Requests for continuance shall be in writing, with a copy to the opposing party, and submitted to the arbitrator at least five (5) calendar days prior to the hearing date. The arbitrator may grant such request only where good cause is shown, or upon the agreement of the parties. If a cancellation fee results in the granting of a continuance, the moving party shall be responsible for said fee.
- J. In any grievance where the parties agree to postpone, delay, and/or cancel an arbitration proceeding, they will equally share the cost of any fees being charged by the arbitrator and/or court reporter. The fact that one party has no objection to the request of the other party for postponement, delay or cancellation of the arbitration proceeding will not absolve the requesting party from its responsibility to pay all fees charged.
- K. Once the date of the arbitration proceeding is established, the parties will contact and procure the services of an authorized court reporter for the purposes of recording and creating a transcript of the arbitration proceeding. The arbitrator and each of the parties will be provided with a copy of the arbitration proceeding transcript. The parties will equally share the cost of transcription.
- L. The arbitrator shall have the authority to make all arbitrability and/or grievability determinations. The arbitrator shall make grievability and/or arbitrability determinations prior to addressing the merits of the original grievance.
- M. If the Employer declares a grievance non-arbitrable or non-grievable, the original grievance shall be considered amended to include the issue of non-grievability. Such declaration may be made at any time.
- N. Only witnesses having direct knowledge of the facts on which the charges are based will be heard. The Arbitrator will hear:
 - 1. Testimony directly related to the charges;
 - 2. Testimony indirectly related to the charges provided a relevant relationship has been established; However, where a grievance does not involve a disciplinary action but, rather, a dispute over interpretation and/or application of the parties' collective bargaining agreement, a County policy, or state or federal law, the witness restrictions set forth in this subsection may not apply.

For the protection of all parties, hearing shall be closed to the public.

- O. The arbitrator will neither strictly enforce nor disregard the Rules of Evidence. Generally, arbitration proceedings will be conducted in an informal manner. However, the arbitrator will observe the spirit of Rules of Evidence and general decorum to avoid prejudice, surprise, undue

delay, repetition, or injustice.

- P. The arbitrator may exclude testimony or evidence that he or she determines to be irrelevant, unduly prejudicial or repetitious.
- Q. Witness testimony shall be under oath or affirmation.
- R. The arbitrator may, direct the parties to submit post-hearing briefs if he or she determines the submittal of briefs necessary to the fair consideration and disposition of the grievance.
- S. If the parties submit post-hearing briefs, they shall each have at least thirty (30) calendar days from the date upon which they each receive an official transcript of the arbitration proceeding to do so. The arbitrator shall have at least thirty (30) calendar days from the date upon which all briefs have been submitted to issue his or her decision. The arbitrator's decision shall be issued in writing and submitted to both parties.
- T. If the parties do not submit written briefs, the arbitrator will have at least thirty (30) calendar days from the date upon which he or she receives the official hearing transcript or, if no transcript is created, at least thirty (30) calendar days from the close of the hearing, to issue his or her written decision. The requirement that the arbitrator's opinion be in writing may be waived only upon written consent of both parties.
- U. Copies of any transcripts, briefs, and decisions will be timely served on the other party and the arbitrator.
- V. This Article shall be governed by the Maryland Uniform Arbitration Act (hereinafter "MUA"), § 3-201 et seq., Courts and Judicial Proceedings, Code of Maryland Annotated. However, to the extent that any provision of this Article directly and necessarily conflicts with the MUA, such provision shall be controlling.

Section 38.7 Powers of Arbitrator

The Arbitrator shall not have the authority to amend, add to, or subtract from the provisions of this Agreement. He or she shall make an opinion and/or an award as he or she decides appropriate. The arbitrator's decision shall be binding on all parties. However, a party may petition the arbitrator to reconsider his or her decision or appeal the arbitrator's decision pursuant to and in accordance with the MUA. The arbitrator may, in his discretion and upon the motion of the grievant or his or her representative, award reasonable attorney fees and costs. In exercising his or her discretion in awarding reasonable attorney fees and costs to the grievant or his or her representative, the arbitrator shall apply the standards for the award of attorney fees set forth in *Allen v. United States Postal Service*, 2 M.S.P.B. 582; 2 M.S.P.R. 420 (1980) (i.e. the grievant is the prevailing party and the award of attorney fees is warranted in the interest of justice). In the event a party elects to challenge the arbitrator's decision in court, each party shall be responsible for its own attorney's fees and costs. However, if one of the parties has no alternative but to enforce the arbitrator's decision through the courts, the non-moving party shall be responsible for the attorney's fees and expenses of the party seeking enforcement of the arbitration award.

Section 38.8 Days Defined

The term "days" as used in this grievance procedure shall mean calendar days.

Section 38.9 Processing Grievances During Working Hours

Stewards and Union representatives referred to in this grievance procedure shall be granted three hours administrative leave to process grievances pursuant to this Article during working hours.

Section 38.10 No Reprisals

The fact that a grievance is raised by an employee shall not be recorded in the employee's personnel file or in any file or record utilized in the promotion process, nor shall such fact be used in recommendations for job placement; nor shall an employee be placed in jeopardy or be subject to reprisal or discrimination for having followed this grievance procedure.

Section 38.11 Time Limits

Time limits for the processing of grievances are intended to expedite grievance handling and may be extended upon mutual agreement but, if not so extended, must be strictly observed.

Section 38.12 Waiver/Appeal

Failure of the Union to appeal a grievance within the specified time limits from the date of receipt of the Employer's answer, unless otherwise waived, will result in the grievance being resolved based upon the last Employer response. Failure of the Employer to respond within the specified time limits, unless otherwise waived, may be treated by the Union as a denial of the grievance at the applicable step.

Section 38.13 Discipline Grievances

Oral admonishments are not subject to review under this procedure. Any employee appealing a suspension, demotion, or dismissal to the Merit System Protection Board waives any right to have the action reviewed under this 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 **38.13**.

Section 38.15 Granting of Relief

Relief that is granted at any level of this procedure, as stated in any formal grievance, shall end further processing of the grievance.

Section 38.16 Duty to Notify

The Union is the proper party to initiate grievances on behalf of a fire and rescue bargaining unit employee in accordance with the procedures in this Article. If a bargaining unit employee files an individual grievance with the Personnel Office under the merit system law (that) is determined by the Employer to be on a subject of this agreement, the Employer shall notify the Union of the filing of the grievance. The Employer may only provide the Union with the employee's name and the subject of the grievance. An individual employee's filing of such a grievance under the merit system law is a violation of the procedures in this Article.

Section 38.17 Alternative Dispute Resolution Processes

The Union and the Employer share a joint interest in resolving disputes arising from the implementation of discipline and other terms and conditions of employment. In order to minimize these disputes and improve the efficiency of governmental operation the parties agree to voluntarily utilize the following processes.

A. Pre-discipline Settlement Conferences

1. After a statement of charges is issued, but before the notice of disciplinary action is issued, the parties may voluntarily agree to a pre-discipline settlement conference.
2. Up to two (2) standing committees (with alternates) to review proposed discipline may be established.

3. Committee makeup – three (3) members (one Management representative, one OHR representative, and one Union representative).
4. Participation is voluntary; the Office of Human Resources makes the final decision for County participation.
5. The Committee will review the recommended level of discipline and the facts of the case, and will make a non-binding recommendation. Each side is permitted to make a brief presentation before the Committee. Presentation and format shall be established by the Committee.
6. If the parties agree with the recommendation of the Committee, Notice of Discipline will be issued and the Union agrees to refrain from filing a grievance regarding such notice. If the Union disagrees with the Committee's recommendation, it is free to grieve the Notice of Disciplinary Action. If the County disagrees, it may go forward with the notice as originally proposed.
7. The settlement conference option is part of the informal resolution process of the Contract Grievance Procedure. A bargaining unit employee waives any right to challenge before the County's Merit System Protection Board (MSPB) any proposed suspension, demotion, or dismissal action that he or she attempts to resolve through a settlement conference pursuant to this Article.
8. At either parties' request, a Non-MCFRS management representative (selected from an existing MCGEO Pre-Discipline settlement Conference Committee) will replace the MCFRS management representative.
9. The County shall provide new Committee members with training in Alternative Dispute Resolution and related disciplines, as appropriate.
10. Rules of procedure will be established by the parties.

B. Grievance Mediation

1. Upon receipt of the Step 2 Office of Human Resources Director's disposition, the Union and Employer may voluntarily agree to grievance mediation. Grievance mediation request must occur prior to deadline for invoking arbitration. If the parties agree to attempt mediation, the arbitration proceeding will be stayed pending exhaustion, as determined by one of the parties, of the mediation process.
2. Mediator names are to be selected, if available, from FMCS.
3. Participation is voluntary.
4. At grievance mediation each party's presentation will be limited to a brief oral argument.
5. Cost of grievance mediation is split.
6. A mediated solution to the grievance resolves the grievance.
7. Rules of procedure will be established by the parties.

ARTICLE 39 - UNIFORM ADVISORY COMMITTEE

- A. In order to continue to review the safety of the uniform worn by DFRS employees, and to develop facts and information to aid in the revision of policies pertaining to the components of

the Class C and E Uniforms, the parties agree to maintain an advisory committee. The Uniform Advisory Committee shall meet a reasonable number of times throughout each year, but at least quarterly, to continue to review and address safety matters related to bargaining unit employee uniforms. The Committee shall meet at least quarterly. However, upon the request of any three (3) members, the Committee may meet more often than quarterly. The three (3) members requesting to convene a meeting will provide the other members with as much advance notice as practicable.

- B. The Committee shall appoint, on a rotating basis, a Chairperson, who shall serve in that capacity for one (1) year. The Chairperson shall be selected, alternately, by President of the Union and the Fire Chief.
- C. The Uniform Advisory Committee shall consist of six (6) members; three (3) appointed by the President of the Union and three (3) members appointed by the Fire Chief. The Committee may convene a meeting of fewer than six (6) members. However, the Committee shall not convene a meeting of fewer than two (2) members from each side (i.e. two (2) members appointed by the President of the Union and two (2) members appointed by the Fire Chief). It is in the interest of the parties that the Committee reach consensus and provide recommendations on matters under its consideration. In the event that consensus cannot be reached, the Employer and Union representatives may provide their respective positions to the Fire Chief and the Union President for their review. In any event, each member of the Committee will be provided ten (10) business days to review and sign-off on Committee recommendations. If the Committee member does not review and sign-off on a Committee recommendation within ten (10) business days, the recommendation will be submitted to the Fire Chief and the Union President with the endorsement of the Committee.
- D. From time to time, additional individuals may be invited to attend meetings to assist the Committee in its activities and deliberations. Such "additional individuals" shall not have the authority to register their concurrence with or opposition to Committee recommendations.
- E. The Uniform Advisory Committee is authorized to use field-testing, consistent with Policy and Procedure 516, Section 10.0. Jointly agreed upon recommendations for policy revision, including the introduction of new products/manufacturers, shall be submitted to the Fire Chief and the President of the Union. The Fire Chief agrees to include funding for any jointly proposed changes (i.e. Committee recommendations) as part of the departmental operating budget submission. The Fire Chief agrees to implement the Committee's jointly agreed upon recommendations providing that funding for the item(s) is included in the approved County operating budget. Implementation will occur as uniform items currently in inventory at MCFRS Property Section are depleted. However, if the Committee deems an item to be unsafe¹⁷, implementation will occur without regard to the current inventory.
- F. The Union representatives on the Uniform Advisory Committee shall be considered to be on detail if on-duty during these meetings. Hour-for-hour compensation time or pay at the employee's regular hourly rate shall be credited to Union representatives who attend a meeting on their day off.
- G. To the extent that the recommendations of the Uniform Advisory Committee conflict with

¹⁷ The parties understand and agree that the term "unsafe" refers to those items that are determined by the Committee to endanger the health and/or safety of the employees to whom the items are issued. The parties further understand and agree that the term "unsafe" does not refer to those items for which a substitute is determined by the Committee to be merely preferable or desirable.

Section 46.4 ("Class C Uniform Shirts") of this Agreement, such recommendations shall control.

ARTICLE 40 - EMPLOYEE STATUS

Section 40.1 Notice to Employees

The following notice shall be included with all actions from the Employer to bargaining unit employees by reason of any disciplinary action, termination, reduction in force notice, demotion, promotion, reduction-in-salary:

NOTICE TO BARGAINING UNIT EMPLOYEES

You are entitled to be represented in this matter by Montgomery County Career Fire Fighters Association, Local 1664, International Association of Firefighters, AFL-CIO (Union). If you do/do not wish a copy of documents relating to this matter sent to the Union, indicate by checking the appropriate space below:

<input type="checkbox"/>	I do wish the Union to receive documents relating to this matter	<input type="checkbox"/>	I do not wish the Union to receive documents relating to this matter
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Employee's Signature

Date

Section 40.2 Posting of Seniority List

The Employer shall post annually a current seniority list. The Employer shall submit the proposed seniority list to the Union by August 15 of each year. Thereafter, within seven (7) calendar days of receipt of a draft seniority list from the Union, the Employer shall post the draft list at all work sites. Employees may then submit objections to the draft list to the Union within the time indicated on the draft list (as determined by the Union), following which the Union and the Employer shall prepare a final seniority list. The Employer shall post the final seniority list at all work sites within seven (7) days of an agreed upon list.

Section 40.3 Class Specification

The Employer will provide, upon request, copies of current class specifications covering bargaining unit employees.

Section 40.4 Domestic Partners

For purposes of this Agreement, domestic partners are two people of the same or opposite sex, at least one of whom is in the bargaining unit, and who either:

- A. Are each at least 18 years old, have consented to share a voluntary, close personal relationship without fraud or duress and are responsible for the welfare of one another. Domestic partners shall have shared the same legal residence for not less than twelve months; and shall not be married to, or engaged in a domestic relationship with, another person. Domestic partners may not be related by blood or affinity in a way that would disqualify them from marriage under Maryland law if either of the partners were of the opposite sex. Domestic partners must be

legally competent to enter into legal agreements and share sufficient financial and legal obligations to provide evidence of eligibility for this benefit. In claiming any right under this Agreement relating to a domestic partnership, a bargaining unit member and/or the member's partner will either be required to sign an affidavit under penalty of perjury declaring that they meet the requirements of this subsection and provide sufficient evidence of the domestic partnership as provided in subsection C of this Article, or

- B. Have legally registered their domestic partnership if a domestic partner registration system exists in the jurisdiction where the unit member resides and the County determines that the legal requirements for registration are substantially similar to the requirements set forth in Section A(1) of this Article. The County will require a unit member to provide an official copy of the domestic partnership registration and provide the evidence described in subsection C of this Article.
- C. Evidence of sufficient financial and legal obligations includes at least two of the following: joint housing lease, mortgage or deed; joint ownership of a motor vehicle; a joint checking or credit account; designation of the partner as a primary beneficiary of the unit member's life insurance, retirement benefits, or residuary estate under a will; or designation of the partner as holding a durable power of attorney for health care decisions concerning the unit member.
- D. Benefits extended to domestic partners under this Agreement terminate upon termination of the domestic partnership by death or dissolution or under any other change in circumstances that initially qualified the domestic partnership under subsection A of this Article. The unit member must notify the County within 30 days of the termination of domestic partnership or any change in circumstance. However, upon termination of the relationship the employee shall be immediately entitled to all benefits for which s/he would have been eligible absent the domestic partnership.
- E. All records and files concerning domestic partnerships shall be maintained in accordance with Article 26 of this Agreement. The Union shall be provided information necessary to monitor, implement, and administer this Agreement as it relates to domestic partnerships. Further, the Union agrees to keep all information confidential.
- F. Notwithstanding Article 38 of this Agreement, contract grievances alleging a violation of any provision of this Agreement relating to domestic partnerships shall be submitted to the Director of Human Resources for the County instead of to employees within MCFRS; and if not resolved at the Director's level, the grievance may be referred to arbitration in accordance with Section 38.6 of this Agreement. Copies of the grievance shall not be sent to MCFRS managers or supervisors.

ARTICLE 41 - PRINTING OF CONTRACT

The County agrees to print 300 copies of the contract in booklet form to be provided to the Union within ninety days of the effective date of this Agreement. The cover page of the Agreement shall be designed by mutual agreement between the parties. The cost of printing shall be shared equally by the parties. The County agrees to provide the Union four (4) first run copies of the printed Agreement prior to publication to proof read. The County agrees to correct all spelling and grammatical errors found during proof reading prior to publication and disbursement. Additionally, an e-mail will be sent to all bargaining unit employees containing a hyperlink to the final electronic version of the agreement.

ARTICLE 42 - ECONOMIC AND NON-ECONOMIC PROVISIONS

Section 42.1 Economic Provisions

- A. In the event any economic provision of this Agreement becomes inoperative for any reason, that provision shall be subject to re-negotiation at the request of either party.
- B. If, after negotiations, the parties are unable to agree, the matter shall be referred to an Impasse Neutral for resolution.
- C. If the new impasse is the result of action or inaction of the Montgomery County Council, the procedures provided for in Section 33.153(o,p), of the Montgomery County Code, shall be followed.

Section 42.2 Non-Economic Provisions

- A. In the event any non-economic provision of this Agreement becomes inoperative, that provision shall be subject to re-negotiation at the request of either party.
- B. If no agreement is reached, the controversy shall be referred to impasse as provided in Section 42.1(B) of this Article.
- C. Changes in any benefit applicable to other Montgomery County Employees shall be made applicable to the bargaining unit provided they are non-economic or if the cost/value is negligible. Any dispute or disagreement concerning the application of this paragraph shall be referred to an Impasse Neutral for resolution. The parties shall meet and discuss any other changes in such benefits and incorporate any agreement reached into this Contract.

ARTICLE 43 - IMPASSE/FACT-FINDING

In the event that either party declares that an impasse has been reached in negotiations over wages, benefits, hours and other terms and conditions of employment, either party may submit the matter to impasse resolution as outlined in Section 33-153 of the Montgomery County Code.

ARTICLE 44 - SEVERABILITY

If any term or provision of this Agreement is, at any time during the life of this Agreement, determined by a court of competent jurisdiction to be in conflict with any applicable law, constitution, statute, or ordinance, such term or provision shall continue in effect only to the extent permitted by law. If any term or provision is so held to be invalid or unenforceable (or if the parties agree that it is), such invalidity or unenforceability shall not affect or impair any other term or provision of this Agreement.

ARTICLE 45 - ACTION BY MONTGOMERY COUNTY COUNCIL

Pursuant to Section 33-153(p) of the Montgomery County Code this agreement shall provide for automatic reduction or elimination of wage and/or benefits adjustments if:

- (1) The Council does not take action necessary to implement the agreement, or a part of it;
- (2) Sufficient funds are not appropriated for any fiscal year when this Agreement is in effect.

ARTICLE 46 - UNIFORMS AND EQUIPMENT

Section 46.1 Uniform Footwear

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.

Section 46.2 Safety Apparel/Equipment

Each employee covered by this agreement will be provided:

- 1) two pairs of fire fighting gloves; and
- 2) one (1) large gear bag for each full set of gear (i.e. turn-out gear, boots and a helmet).

Replacements for these items shall be in accordance with the criteria set forth in DFRS Policy and Procedure No. 516.

Section 46.3 Personal Property Replacement

The Employer shall reimburse employees for the replacement of personal items that are lost, damaged or stolen while in the performance of their duties, provided the item(s) is moderately priced, it was reasonable to use the item(s) on duty and the loss, damage or theft was not as a result of negligence. Employees are required to immediately report the loss of, or damage to their personal property to the immediate supervisor, and follow the Employer's procedure for completing the Supervisor's Incident Investigation Report.

Section 46.4 Class C Uniform

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

Section 46.5 Fire & Explosive Investigations Uniforms

The normal uniform for bargaining unit employees assigned to the Fire & Explosive Investigations Section shall consist of "B.D.U." style cotton pants and a short or long sleeve cotton shirt embroidered with a badge or the County emblem. If the Employer directs an employee to wear alternative attire on an assignment that involves specialized enforcement activities (e.g. where an inconspicuous appearance would be beneficial to the investigator), the employee is required to comply. An employee must wear professional business attire (e.g. a suit and tie, dress shoes, etc.) when attending judicial or administrative proceedings, or as directed by his or her supervisor.

Section 46.6 Department-Issued Body Armor

All bargaining unit employees assigned to the Fire and Explosive Investigations Section are encouraged to wear their Department-issued body armor to enhance their personal safety. The parties understand that wearing body armor is normally voluntary and within the discretion of the employee. However, bargaining unit employees assigned to the Fire & Explosive Investigations Section shall wear the body armor during ad hoc, high-risk assignments, although these employees shall not be required to wear it while waiting to be activated for such actual assignment. For the purposes of this section, the Employer has determined that "high risk" involves other than normal risk or calls for service, and includes but is not limited to civil disturbances, raids, hostage situations, and in-person service of search and arrest warrants.

Department- issued soft body armor will be the same brand and model issued by the Montgomery County Police Department. The Employer will replace Department-issued soft body armor prior to the expiration date designated by the manufacturer.

ARTICLE 47 - EMPLOYEE ASSISTANCE PROGRAM

Section 47.1 Employees Assistance Program (EAP)

- A. The Employer shall continue to maintain the MCFRS Employee Assistance Program for bargaining unit employees that was established through prior negotiations and shall assume the full cost of the program. Bargaining unit employees shall continue to be eligible to participate in the County's Employee Assistance Program (EAP). All communications between employees and therapists of either the MCFRS EAP or the County's EAP are confidential.
- B. All notes, records or tapes regarding interviews, evaluations or treatment provided by the MCFRS EAP to a bargaining unit employee shall not be communicated or released without the express written permission of the employee or his/her authorized representative, unless disclosure is otherwise authorized by law.
- C. All notes, records or tapes regarding interviews, evaluations or treatment provided by the County's EAP to a bargaining unit employee will be held in confidence, to the extent the County can control the actions of the County's EAP, unless disclosure is otherwise authorized by law.

Section 47.2 Critical Incident Stress Management Team [Peer Support]:

The County shall provide legal representation to Montgomery County Fire/Rescue bargaining unit employees who make disclosures to, or who are members of, the Critical Incident Stress Management Team (CISMT) in any local, state, and federal civil, criminal, and administrative actions to protect the privilege provided by the Courts and Judicial Proceedings Article, Section 9-109 of the Maryland Annotated Code as amended, or other applicable statute. If a conflict exists under the Rules of Professional Conduct, each employee where the conflict exists, will be represented by separate counsel. The County will not use information in any administrative investigations or proceeding that a CISMT member obtained from a MCFRS bargaining unit member who communicates with the CISMT member under an understanding of privilege described in the Courts and Judicial Proceedings Article, Section 9-109 as amended. However, if a MCFRS bargaining unit employee discloses information outside of the CISM program, that information may be used as long as the information is otherwise admissible within the bounds of law and contract provisions. Information that was disclosed to a CISMT member in confidence or which is privileged may not be used to corroborate, impeach, or otherwise support any non-privileged disclosure in any County administrative proceeding. A Fire/Rescue bargaining unit employee participating as a member of the CISMT and acting pursuant to the direction of the psychologist or psychiatrist in charge is acting within the scope of the bargaining unit employee's employment for purposes of the Local Government Tort Claims Act. This agreement does not require the County to have or maintain a CISM program, but requires the County to provide the protections described in this agreement for bargaining unit employees who participate in the CISM program whether as a member of the team or in seeking service from the CISMT.

ARTICLE 48 - JOB SHARING PROGRAM

Section 48.1 Purpose and Administration

The purpose of this program is to allow certain bargaining unit employees the opportunity voluntarily to share a job while working in a part-time/half-time appointment to enable them to care for

immediate family dependents. The administration of this program shall not be done in an arbitrary, capricious or discriminatory manner. In order to make the program possible, the county intends unilaterally to create an even number of job sharing, half-time positions within the Montgomery County Fire and Rescue Services. The County has advised that it intends to create at least two such positions as needed to accommodate at least four unit members who participate. It is recognized that the County is not obliged to create, staff or maintain half-time/part-time positions.

Section 48.2 Eligibility

- A. Any two bargaining unit members of the same class specification who work a 40 hour work week may apply for this program by requesting a part-time/half-time position, whereby each member works twenty (20) hours per week and thereby shares a full-time bargaining unit job. Work assignments shall be determined by the employer.
- B. Any two bargaining unit members of the same class specification who work a 42 hour work week may apply for this program by requesting a part-time/half-time position, whereby each member works twenty-one (21) hours per week and thereby shares a full-time bargaining unit job. Work assignments shall be determined by the employer.
- C. Any two bargaining unit members of the same class specification who work a 48 hour work week may apply for this program by requesting a part-time/half-time position, whereby each member works twenty (24) hours per week and thereby shares a full-time bargaining unit job. The employer shall determine work assignments.

Section 48.3 Compensation

Bargaining unit employees in part-time/half-time position(s) will be compensated at their regular hourly rate of pay for all regular hours worked. Work in excess of the regular workday (eight, ten, twelve, or twenty-four hours, as applicable) or forty (40), forty-two (42), or forty-eight (48) hours, (as applicable) per week shall be compensated at the rate of time and one-half.

Section 48.4 Hours and Other Working Conditions

- A. The regular workweek for bargaining unit employees in part-time/half-time position(s) will be twenty (20), twenty-one (21), or twenty-four (24) hours, as applicable (half-time), except for mandatory in-service training and for approved additional hours worked voluntarily.
- B. The employer shall determine the schedule for Job Sharing employees. Job Sharing employees shall be provided work schedules pursuant to the procedures in Article 23 of this Agreement. Job sharing employees may suggest a work schedule to the appropriate supervisor.
- C. The provisions of Article 14 of this Agreement shall apply to Job Sharers, except that the Employer has agreed to pay overtime to a Job Sharer assigned to a work schedule in excess of twenty (20), twenty-one (21), or twenty-four (24) hours, as applicable, for the purpose of avoiding paying overtime to other, available personnel whom the employer deems competent.

Section 48.5 Benefits

- A. Retirement Benefits. While in the program, the Job Sharing employee will earn retirement service credits and contribute to the retirement system as provided by the Employees' Retirement System.
- B. Long Term Disability Benefits and premiums shall be governed by the group policy applicable to bargaining unit employees.
- C. Life Insurance Benefits for Job Sharing employees shall be paid on the appropriate pro rata

basis.

- D. Tax Deferred Compensation. The maximum deferred salary amount shall be in accordance with section 457 of the Internal Revenue Code.
- E. Article 16, Holidays shall be applied to Job Sharers as follows: Each job sharer shall receive holiday compensation on a 50% pro rata basis.
- F. Annual and sick leave accrual shall be prorated based upon the number of regular hours a Job Sharer is in a paid status per pay period, as provided in Articles 6 and 7 of this Agreement. Paid status includes regular hours worked and all paid leave taken.
- G. If a job sharer becomes disabled in the line of duty, his/her disability retirement pension amount shall be affected in one of the following ways, at the County's option:
 - 1. In accordance with existing practice, prior to the effective date of the employee's retirement, the disabled employee will be restored to duty on a full-time basis so as to enable her/him to qualify for the same benefit she/he would have received had she/he been in full-time service when disabled, subject to the limitations set out below.
 - 2. The County Retirement System (Group G) shall be amended to provide that a Job Sharer's disability retirement benefit shall be based upon the full-time salary she/he would have been earning had she/he not been in the program.
 - 3. The benefit provided for in this sub-section (7) shall not be paid to a "Highly Compensated Employee" within the meaning of §414(q) of the Internal Revenue Code and shall in no event exceed 100 per cent of the participant's average compensation for his/her high three years. The benefit may be terminated or modified, after compensation between the parties, if the Internal Revenue Service advises that it jeopardizes the qualification of the Employees' Retirement System.
- H. The following rights and benefits shall be prorated:
 - 1. Tuition Assistance (ETAP and JITAP only, where the employee is eligible to participate), Parental Leave, Disability Leave, Seniority for purposes of Article 27 of this Agreement, sick leave donations, and all Special Duty Differentials identified in Article 17 of this Agreement.
 - 2. The following rights and benefits shall not be prorated:
Uniforms and Equipment, Grievance Rights, Shift Differential, Call-Back Pay, General Emergency Pay, Bereavement Leave, Administrative Leave, and Annual and Compensatory Leave Carryover.
 - 3. Any right or benefit not listed in this section and disputed may be grieved and arbitrated pursuant to Article 38 of this Agreement.

Section 48.6 Effects of Certain Actions

- A. Job Sharing may be terminated upon: promotion; request of the employee; or for operational reasons determined by the Employer. Except that the Employer will not use termination from the Job Sharing program as a disciplinary sanction. In the event the Employer terminates the employee from the program involuntarily, the affected employee will receive ninety (90) days notice before being transferred. Any such termination by the Employer will not be arbitrary, capricious or discriminatory. If an employee requests full-time status, the Employer agrees to place the employee in a full-time position in the bargaining unit at the same base salary within

six (6) months. The full-time position shall be determined by the Employer.

- B. Any furlough of a Job Sharing employee shall be prorated according to the employee's position equivalency.
- C. Increment dates shall not be changed as a result of participation in the Job Sharing program.
- D. Initial implementation of the program shall commence not sooner than one full pay period, nor later than three full pay periods after the application of two bargaining unit employees who meet the application and eligibility requirements of this Agreement.

Section 48.7 Training Requirements, Certifications, and Re-certifications

It is agreed that it shall be the responsibility of each Job Sharing Employee to maintain all certifications, re-certifications, and training requirements for their position. Should it be necessary for a job sharing employee to attend training sessions during off-duty time, compensation shall be governed by DFRS Policy and Procedure 1201.

Section 48.8 Unilateral Re-opener

It is recognized that the County intends to create, staff and maintain sufficient half time positions to make it possible for at least four employees to participate in the job sharing program created by this Article. If the County does not implement and maintain that intent, then it is agreed that the County shall give the union and all participants at least six (6) months notice and shall promptly resume bargaining over the provisions of a replacement article to implement the parties' commitment to a job sharing program. Failing prompt agreement, either party may declare impasse and the dispute shall be expeditiously submitted to a neutral selected in accordance with the Fire and Rescue Collective Bargaining Law for the last best total package offer binding arbitration.

ARTICLE 49 - COMPENSATORY TIME

Section 49.1 Limitations on Accrual of Compensatory Time

A bargaining unit employee who has a compensatory time balance in excess of 80 hours at the end of the leave year (96 hours for an employee assigned to a 2496-hour work year) may elect to be paid for the excess hours by the first pay period following March 15 of the succeeding year or to carry them over for one year. The carry-over of excess compensatory time must be reduced by no later than December 31 of the succeeding leave year. Unused compensatory time granted to implement a furlough shall be added to the member's compensatory leave balance at the end of the furlough period and treated as above.

Section 49.2 Withholding or Adjustment of Accumulated Compensatory Time

Whenever an employee is indebted to the County, the amount due may be deducted from accumulated compensatory time. Any objection to the deduction may be grieved in accordance with the procedures established in Article 38 of this Agreement.

Section 49.3 Use of Compensatory Time for Purchase of Retirement Service Credits Under the Provisions of the Employee's Retirement System of Montgomery County

An employee wishing to purchase retirement service credits pursuant to the appropriate provisions of the Employees' Retirement System of Montgomery County, may authorize the conversion of accrued compensatory time to a cash value for the purpose of depositing this amount under the retirement system. Not more than 80 hours of compensatory time (96 hours for an employee assigned to a 2496-hour work year) may ever be used for purchase of retirement service credits. The lump-sum cash value of the compensatory time is to be based on the employee's rate of pay as of the date of conversion. The use of

compensatory time for this purpose is subject to the availability of lapsed salary monies within an employee's department and to the provisions of the Employees' Retirement System of Montgomery County. Whenever an employee converts compensatory time for the purpose of purchasing retirement service credits, lapsed salary monies in the employee's department or agency may be used, and the monies may be transferred to the Employees' Retirement System of Montgomery County, whenever recommended by an employee's department head or agency head and approved by the Chief Administrative Officer.

Section 49.4 Compensatory Leave Credit

Each bargaining unit member assigned to a 2,496-hour work year and at Step 0, LS1 or LS2 on the pay scale shall, on a one time basis, be credited with 72 hours of compensatory leave on their service increment date. Each bargaining unit member assigned to a 40- or 42-hour work week and at Step 0, LS1 or LS2 on the pay scale in FY10 shall, on a one time basis, be credited with a prorated number of hours of compensatory leave on their service increment date. This compensatory leave must be used as leave.

Section 49.5 Additional Compensatory Leave Credit

Effective January 1, 2011, each bargaining unit employee who is assigned to a 2,496-hour work year and who: (1) will not receive a service increment in FY 2011 or (2) will not receive a longevity step increase in FY 2011 shall be credited with 48 hours of compensatory leave. Effective January 1, 2011, each bargaining unit employee who is assigned to a 42-hour or 40-hour workweek and who: (1) will not receive a service increment in FY 2011 or (2) will not receive a longevity step increase in FY 2011 shall be credited with a prorated number of hours of compensatory leave. Leave under this section may not be used if it causes the need to backfill with overtime. Leave granted under this section cannot be paid out under the procedure outlined in 49.1 above and will not apply to the maximum carryover described therein. These hours may be rolled over from leave year to leave year. Leave granted under this section will not be paid out upon separation.

ARTICLE 50 - DURATION OF CONTRACT

Section 50.1 Three-Year Agreement

The duration of this Agreement shall be from July 1, **2013** through June 30, **2016**. **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 51 – PENSIONS

- A. The employer shall submit proposed legislation to the County Council on or before July 15, 1999, amending Chapter 33, Article III of the Montgomery County Code in accordance with the following principles. Proposed legislation drafted pursuant to this collective bargaining agreement shall be reviewed and approved by both parties prior to submission to the County

Council. The following changes will effect only those retirement applications filed after the adoption of the legislation.

1. Amend Montgomery County Code § 33-43A to provide that any employee who is or becomes entitled to benefits pursuant to § 9-503 of the labor and employment article of the annotated code of Maryland shall automatically be entitled to service-connected disability retirement benefits under the Montgomery County Employees' Retirement System, subject, however to the following conditions:
 - (a) All bargaining unit employees hired on or after July 1, 1999, shall be tobacco-free (on and off duty) upon appointment and throughout their length of service in the Montgomery County Fire/Rescue Services or be subject to termination.
 - (b) Beginning July 1, 2000, bargaining unit employees who were hired prior to July 1, 1999, shall not use tobacco products (cigarettes, cigars, and/or chewing tobacco) while on duty, and a MCFRS sanctioned tobacco cessation program - which must be non-punitive in all respects and which will include both short and long term goals - shall be required for all tobacco users.
 - (c) Bargaining unit employees who were hired prior to July 1, 1999, that are found using any tobacco products on duty three times after July 1, 2000, shall not have the benefit of the presumption that an illness listed in section 9-503 of the Maryland Code is service connected when making application for service connected disability retirement benefits [Note: Nothing stated herein shall affect the applicability of the presumption when an employee seeks workers' compensation benefits pursuant to the Maryland Workers' Compensation Act];
 - (d) Bargaining unit employees must participate in a cardio-vascular fitness assessment and evaluation program that is established as a result of any wellness and fitness agreement achieved under the terms of Article 35.4 of the this agreement, and will make a good faith effort to follow any health/fitness prescriptions recommended as a result of a cardio-vascular assessment.
2. Amend Montgomery County Code section 33-44(c) to provide that bargaining unit employees in pension Group G of the Employees' Retirement System who become members of the system on or after July 1, 1978, shall receive annual cost-of-living adjustments in their pension benefits as follows: 100% of the change in the consumer price index up to three percent (3%) plus 60% of any change in the consumer price index that is in excess of three percent (3%), subject, however, to a maximum annual cost-of-living adjustment of 7.5%, and provided further, that this maximum shall not apply to either retired members beginning in the fiscal year after the date that they attain age 65 or to retired members who are disabled consistent with section 33-44 (c)(3) of the Montgomery County Code.¹⁸
3. Amend Montgomery County Code section 33-38(a) to provide that bargaining unit employees in pension Group G Employees' Retirement System shall be eligible for normal retirement at age 55 with 15 years of credited service (current law) or at such time they have 25 years of credited service regardless of age and amend Montgomery County Code section 33-42(b) to provide that the amount of pension at normal retirement date shall be

¹⁸ Per action taken on May 26, 2011, the County Council decreased the maximum amount of annual cost-of-living adjustments. This change is applicable to years of service beginning on or after July 1, 2011. See Appendix VII.

computed as follows: 2.0% of final average earnings multiplied by years of credited service through completion of 20 years of credited service; plus 3.0% for completion of years 21 through 24 of credited service; plus 8% for completion of 25 years of credited service; plus 2.0% for credited service exceeding 25 years up to a maximum of 31 years, plus sick leave credits. Partial years of credited service shall be pro-rated based upon the applicable percentage.

4. Amend Montgomery County Code section 33-39(a) to provide that beginning after the implementation date of the retirement benefit changes specified in paragraphs 1 through 3 above, and to the extent permitted by law, the pension contributions for bargaining unit employees in pension Group G who are in the "Optional Retirement Plan" must equal eight and one-half percent (8.5%) of regular earnings; and the pension contributions for bargaining unit employees in pension Group G who are in the "Integrated Retirement plan" must equal four and three-quarters percent (4.75%) of regular earnings up to the maximum social security wage base, and eight and one-half percent (8.5%) of regular earnings in excess thereof.¹⁹
5. Amend the Montgomery County Code to provide for an optional Deferred Retirement Option Plan (DROP) for bargaining unit employees. The maximum period of time an eligible employee may participate in the DROP plan will be 36 months. No COLA will be applied to the frozen pension benefit deposited in the DROP account. In addition, the DROP plan shall include the elements set forth in Appendix V of this Agreement.
6. Amend Montgomery County Code §33-43A to provide for a two tiered benefit level for bargaining unit employees who suffer service connected disabilities. Such two tiered benefit program shall contain the following elements:
 - (a) A minimum benefit of seventy percent (70%) of employee's final earnings in cases where the Disability Review Panel determines the service-connected disability is so severe as to meet the requirements of disability under Social Security, in that the employee is unable to engage in any substantial gainful activity as a result of any medically determinable physical or mental impairment which can be expected to result in death or which has lasted or can be expected to last for a continuous period of not less than twelve (12) months. To be eligible for benefits under this section the member does not have to have qualified for Social Security disability benefits.
 - (b) A minimum benefit of fifty two and one-half percent (52½%) of the employee's final earnings in cases where the disability is such that the employee meets the eligibility standard for service connected disability retirement benefits in effect during the term of the preceding agreement between the parties. Alternatively, when an employee is unable to perform the essential functions of their position in their present or a comparable position within the Montgomery County Fire and Rescue Service due to medical reasons, the County may offer at its option, an alternative placement incentive. This incentive is offered in lieu of a service-connected disability retirement. Voluntary alternative placement in a position within the County government will include a five percent increase in the employee's salary, provided it does not exceed the maximum

¹⁹ Per action taken on May 26, 2011, the County Council adopted a two-step increase in the pension contributions of bargaining unit employees. The first increase became effective on July 1, 2011 and the second on July 1, 2012. See Appendix VII.

salary of the pay grade assigned to the alternative position. Any employee who voluntarily accepts the alternative placement incentive shall remain in Pension Group G throughout the remainder of his/her County service. The decision as to whether to accept alternative placement under these circumstances shall be made by the employee, and should the employee decline to accept placement, such decision shall not be introduced or considered to any extent throughout the entire disability retirement application and review process, nor shall the decision to decline to accept placement in any way affect the employee's eligibility for service-connected disability retirement benefits or the amount thereof.

- (c) Any employee accepting the alternative placement under the above conditions waives any right to apply for a service-connected disability retirement provided under 33-43A of the Montgomery County code, based upon the medical condition which caused the alternative placement.
 - (d) The service connected disability retirement benefits received by an employee in pension group G shall not be reduced to any extent by any wages, salary, commissions or other income earned or received by the employee outside of County government service.
- B. The parties agree to fully support the legislative proposals drafted pursuant to this agreement to ensure their approval by the Montgomery County Council.
- C. The employer shall submit proposed legislation to the County Council on or before July 1, 2007, amending Chapter 33, Article III of the Montgomery County Code in accordance with the following principles. Proposed legislation drafted pursuant to this Agreement shall be reviewed and approved by both parties prior to submission to the County Council. The following changes will affect only those retirement applications filed on or after July 1, 2007.

Section 33-38. Normal retirement date, mandatory retirement date, early retirement date, and trial retirement.

- (a) Normal retirement date. The normal retirement date is the first day of the month elected by a member after the member meets the years of service and age requirements for the applicable membership group. For normal retirement:

- (6) Group G: The member must have at least:

- (A) 15 years of credited service and be at least age 55; or
- (B) 20 years of credited service regardless of age.

- (e) Early retirement date. A member who has not met the age and service requirements for a normal retirement date may elect to retire on the first day of a month and may elect to receive pension payments beginning on an early retirement date if the following requirements are met:

- (5) The group G member is not eligible for an early retirement.

Section 33-38A. Deferred Retirement Option Plans

(b) DROP Plan for Group G members.

- (1) Eligibility. An employee who is a member of Group G and who has met the age and service requirements for a normal retirement may participate in the DROP Plan.

Section. 33-39. Member contributions and credited interest²⁰

- (a) Member contributions. Each member of the retirement system must contribute a portion of the member's regular earnings through regular payroll deductions.

- (2) Member Contributions to the Integrated Retirement Plan. A member of the Integrated Retirement Plan must contribute the following percentage of regular earnings:

- (E) Group G, 5 ½ percent up to the maximum Social Security wage base and 9 ¼ percent of regular earnings that exceed the wage base and;
- (F) Group G member shall revert back to 4 ¾ percent up to the maximum Social Security wage base and 8 ½ percent regular earnings that exceed the wage base upon the member's 25th year of credited service.

Section 33-42. Amount of pension at normal retirement date or early retirement date

(b) Amount of pension at normal retirement date.

- (1) Pension amount for an Optional Retirement Plan member.

- (D) For a Group G member who is a member of the optional plan and retires on a normal retirement, the annual pension must equal 2.5 percent of average final earnings for each of the first 20 years of credited service completed and 2 percent of average final earnings for each year or prorated portion of a year of credited service of more than 20 years, to a maximum of 31 years plus sick leave credits.

- (2) Pension amount for an Integrated Retirement Plan member.

- (E) The County must compute the annual pension of a Group G member in the integrated retirement plan who retires on a normal retirement as follows:
- (i) From the date of retirement to the month that the member reaches Social

²⁰ Per action taken on May 26, 2011, the County Council adopted a two-step increase in the pension contributions of bargaining unit employees. The first increase became effective on July 1, 2011 and the second on July 1, 2012. See Appendix VII.

Security retirement age, the following percentages of average final earnings apply:

- (a) 2.5 percent, for each of the first 20 years of credited service; and
 - (b) 2 percent, for each year of credited service of more than 20 years to a maximum of 31 years, plus sick leave credits; and
 - (e) 0 percent for years after year 31 (except sick leave credits referred to in sub clause (d)).
- (ii) From the month the member reaches Social Security retirement age, the percentages specified in clause (i) must be reduced, respectively, by the following percentages of average final earnings for the portion of any amount equal to or less than the Social Security maximum covered compensation in effect on the date of retirement:
- (a) .78125 percent, for each of the first 20 years of credited service;
 - (d) 0.625 percent for each year of credited service of more than 20 years, to a maximum of 31 years, plus sick leave credits.
- (iii) The County must increase the initial amount of a pension computed under (ii) above by the cost-of-living adjustments provided under Section 33-44(c) for the period from the member's date of retirement to the month in which the member reaches Social Security retirement age.
- (iv) The County must prorate any portion of a year described in this subparagraph.

The parties agree to fully support the legislative proposals drafted pursuant to this Agreement to ensure their approval by the Montgomery County Council.

- D. The employer shall submit proposed legislation to the County Council on or before July 15, 2005, amending Chapter 33, Article III of the Montgomery County Code in accordance with the following principles. Proposed legislation drafted pursuant to this collective bargaining agreement shall be reviewed and approved by both parties prior to submission to the County Council. The following changes will effect only those retirement applications filed after the adoption of the legislation.

Amend Montgomery County Code § 33-43 (d) (10) to provide:

“The amount of any lump sum retroactive disability retirement benefit will be reduced by the total amount of any temporary total disability, temporary partial disability or permanent partial disability payments that that the County has made to the employee under the Worker’s Compensation laws during the period of time after the effective date of the disability retirement.

- E. Amend County Code to provide that any employee who is or becomes entitled to benefits pursuant to § 9-503 of the labor and employment article of the annotated code of Maryland, or who incurs esophageal, lymphatic, testicular, brain, lung, bladder, kidney cancer or multiple myeloma or melanoma or any blood borne pathogen shall automatically be entitled to disability leave for a service connected injury until and unless such claim is eventually denied by the Maryland Workers’ Compensation Commission.

Amend Montgomery County Code to provide that any employee who is or becomes entitled to benefits pursuant to § 9-503 of the labor and employment article of the annotated code of

Maryland, or who incurs esophageal, lymphatic, testicular, brain, lung, bladder, kidney cancer or multiple myeloma or melanoma or any blood borne pathogen shall automatically be entitled to service connected disability retirement benefits under the Montgomery County Employees' Retirement System.

- F. Prior to September 1, 2009, the Employer shall submit legislation to the County Council providing that the representative selected by MCCFFA and approved by the County Executive to serve on the Board of Investment Trustees shall be designated as an Ex Officio member.
- G. Prior to September 1, 2009, the Employer shall submit legislation to the County Council providing that, for purposes of retirement benefit calculation, all bargaining unit members shall be credited at the annual salary amounts as if the postponed 4 percent general wage increase had been paid in FY10.

ARTICLE 52 – PARAMEDIC CERTIFICATION AGREEMENT

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

ARTICLE 53 - RESIGNATION

Section 53.1 Definition

Resignation: An employee's voluntary act to leave County employment.

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 **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.

Section 53.4 Appeal of Resignation

A bargaining unit employee may appeal a resignation that the employee believes was involuntary or coerced by filing a grievance under Article 38 of the Agreement.

ARTICLE 54 – TUITION ASSISTANCE

Section 54.1

The Employer-administered tuition assistance fund is available to bargaining unit employees to help

pay the costs of education or training.

Section 54.2

Employee tuition assistance is available to bargaining unit employees on a first-come, first-served basis. Once the tuition assistance funds are depleted for the fiscal year, tuition assistance is not available until the next year.

Section 54.3

The Employer may approve the use of Employer-administered tuition assistance to pay for:

- A. **training or education directly related to the employee's current 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 **Section 54.3 and 54.4** above:

- A. education or training to obtain a certificate, associate degree, baccalaureate degree, or graduate degree; or
- B. a credit course, non-credit course or seminar.

Section 54.6

Only the cost of tuition and other direct or compulsory costs of the course such as matriculation, registration, laboratory, and library services are covered by tuition assistance.

Section 54.7

The following do not qualify for tuition assistance:

- A. credit courses taken on an audit (i.e., no grade) basis;
- B. books, supplies, and application fees, or extra fees such as late registration or library book returns, parking, travel, food, lodging, and other costs incidental to the credit courses;
- C. if the tuition assistance benefit would duplicate benefits received for the same educational activity under other programs such as scholarships, veterans' benefits, and educational benefits

provided under the Maryland State Fireman's Association.

- 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, **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 54.10

An employee who received tuition assistance must agree to remain a County employee for at least one year after completing the course. If the employee does not remain employed by the County for the entire one-year period, the employee must repay a prorated amount of the tuition assistance. The tuition assistance does not have to be repaid if the employee dies or retires on a County disability retirement. The Employer may waive repayment of tuition assistance in other extenuating circumstances.

Section 54.11

The County will increase the maximum annual allowance payable to a bargaining unit employee under the Employee Assistance Program to \$1,830 for **the duration of this agreement.**

ARTICLE 55 – SERVICE INCREMENTS

Section 55.1 Definitions

- A. Service increment: An increase in base salary granted on an annual basis to an eligible employee whose performance is at least satisfactory.
- B. Service increment date: An employee's date of employment, unless the increment date has been reassigned to a different date.

Section 55.2 Eligibility for Service Increment

An employee with merit system status is eligible for a service increment if:

- A. the employee's performance during the rating period is at least satisfactory, meaning the equivalent of a "Satisfactory Performance" rating; and

- B. the employee's salary is below the maximum for the employee's pay grade.

Section 55.3 Effective Date of Increment

A service increment must be effective on the first day of the pay period in which the employee's increment date falls.

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.

Section 55.5 Reassignment of increment date

- A. The Employer must assign an employee a new service increment date if the employee's:
 - 1. service increment is delayed;
 - 2. increment date occurs during a period of within-grade salary reduction;
 - 3. LWOP exceeds 28 calendar days, excluding LWOP for parental leave, military service, professional improvement, FMLA, or political leave in accordance with Article 12.
- B. If a service increment is delayed, the employee's new increment date is the date on which the delayed increment is finally granted.
- C. If the employee's position is reclassified or reallocated to a higher pay grade, the employee's new increment date is the effective date of the reclassification or reallocation.

Section 55.6 Delay of Service Increment

- A. An employee's service increment shall be delayed if the employee's latest annual or interim performance rating was less than satisfactory or the employee's attendance, or conduct has been unsatisfactory.
- B. To delay an eligible employee's service increment, the Employer must:
 - 1. give written notice to the employee before the beginning of the pay period in which the employee's increment date falls;
 - 2. include in the notice to the employee:
 - a. statement of the reasons for the delay;
 - b. the next date on which the employee's performance will be reviewed and the service increment granted if the employee's performance or attendance has improved to a satisfactory level;
 - c. that the employee may file a grievance over the decision under Article 38.
- C. The employer may delay an employee's service increment if the employee's performance was unsatisfactory during the rating period or the employee was absent for more than 50 percent of the work year, excluding periods of compensatory time, annual leave, parental leave, FMLA, disability leave, military leave, or LWOP for political leave in accordance with Article 12.

- D. After delaying an employee's service increment, the employer must grant an employee's service increment at the employee's next annual or interim performance review if the employee's performance or attendance has improved to the satisfactory level.

Section 55.7

This Article will become effective when the performance evaluation procedure is implemented.

Section 55.8 Postponement of Service Increments

Service increments that eligible bargaining unit employees were scheduled to receive in Fiscal Year 2011 pursuant to the 7/1/08 - 6/30/11 Collective Bargaining Agreement but which the County Council elected not to fund for FY 2011 shall be **granted during the pay period beginning April 6, 2014**. Similarly, the FY 2012 service increments that eligible bargaining unit employees would **have** otherwise received in Fiscal Year 2012 in accordance with this Article 55 shall be **granted to eligible bargaining unit employees during the pay period beginning June 14, 2015**. **The FY 2013 increment that eligible bargaining unit employees would have received in Fiscal Year 2013 shall be postponed during FY2014 and 2015. The FY 2013 service increment shall be a subject of the re-opener for the 3rd year of the contract as described in Article 50.** 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 56 - DEMOTION

Section 56.1 Definition

Demotion: The movement of an employee to a lower-graded class.

Section 56.2 Voluntary Demotion

- A. The employer may demote an employee who requests a demotion or consents in writing to a demotion.
- B. An employee may request or accept a voluntary demotion:
 - 1. to avoid termination in a RIF;
 - 2. for other personal reasons.
- C. A voluntary demotion must not adversely reflect on the employee's work record or affect the employee's opportunity for promotion to a position for which the employee is qualified.

Section 56.3 Involuntary Demotion

- A. The employer may involuntarily demote an employee if:
 - 1. upon implementation of the new performance appraisal program the employee receives a less than satisfactory performance evaluation following a written warning, counseling, and at least 3 months opportunity to improve; or
 - 2. the demotion is for disciplinary reasons consistent with Article 30 of this Agreement.
- B. The employer must give a written notice of the demotion to the employee at least 10 calendar days prior to the effective date of the demotion and must state in the notice:
 - 1. the reason for the demotion;

2. the effective date; and
3. the employee's appeal rights.

Section 56.4 Salary after Demotion

The employer must compensate an employee after a demotion as follows:

- A. Voluntary demotion. The employer may allow an employee to keep the employee's current base salary after a voluntary demotion but must ensure that the employee's salary is:
 1. not increased;
 2. not less than the minimum or more than the maximum salary of the new pay grade or pay band; and
 3. not decreased by more than 20 percent of base salary.
- B. Disciplinary demotion or demotion resulting from unsatisfactory performance. If an employee is demoted for cause or for unsatisfactory performance, the employer must reduce the employee's salary by no more than 20 percent of base salary.
- C. Demotion resulting from reduction-in-force or disability.
 1. If an employee is demoted as a result of reduction-in-force, the department director must allow the employee to retain the salary received immediately prior to the effective date of the demotion. If the demoted employee's salary exceeds the new pay grade, the department director must allow the employee to retain the salary for 2 years after the demotion.
 2. The Employer must not approve a salary increase for an employee whose base salary exceeds the maximum salary for the pay grade. At the end of the 2-year salary retention period, the department director must reduce the employee's base salary to the maximum for the pay grade of the employee's position.

Section 56.5 Appeal of Involuntary Demotion

An employee may appeal an involuntary demotion including a reduction-in-force and the amount of the salary reduction associated with the demotion by filing a grievance under Article 38.

ARTICLE 57 – EMERGENCY COMMUNICATIONS CENTER

Section 57.1 Overtime

Personnel assigned to the Emergency Communications Center shall be considered eligible for selection for overtime work in the Division of Operations, consistent with workload requirements as determined by management.

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	\$5,050
Certification	\$1,000

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

- B. Field Training Differential

Emergency Communications Center employees assigned to train new unit members shall receive a field-training differential of \$2.25 for each hour of training. This differential will be for hours actually worked with the trainee.

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

Section 57.3 Impact of Special Pay Differential on Other Compensation and Benefits

- A. The pay differentials listed above in Section 57.2 given as assignment pay, as well as amounts received as working out of class pay, shall be added to the employee’s base pay and shall be factored in when computing overtime and retirement. Employees eligible for certification pay for one of the above differentials will be paid in a lump sum, once a year and such pay will not be factored into computing overtime and retirement.

Section 57.4 Equipment

The employer will issue one (1) personal headset to each person assigned to the Communications Center full time. Part time Emergency Center personnel will be issued one personal headset for their use while at the ECC. Management will provide a minimum of three headset options for the employee to choose from. Issue and replacement of headsets will be as outlined in Policy and Procedure 601, Property Accountability and 516, Uniforms.

Section 57.5 Chairs

The Employer will make repairs to all chairs in the ECC operations room without regard to when they are scheduled to be replaced. The manufacturer, make and/or model of the chairs, may be changed at any time if agreed to in writing by both parties to this Agreement.

Section 57.6 Details/Leave to Attend Classes for Promotion

Bargaining unit employees assigned to the Emergency Communications Center who are registered for training academy classes that are a prerequisite for promotion shall be detailed during their work shifts as necessary to attend such classes, provided that the operational needs are met as determined by the Employer.

Section 57.7 Maintenance of ECC Certification

Bargaining unit employees certified to work in ECC and assigned to a station within the Division of Operations (those ECC-certified unit members who are not assigned as full-time or part-time ECC personnel) must work twenty-four (24) hours at ECC each month in order to maintain ECC certification. This may be one twenty-four (24) hour shift or two (2) twelve (12) hour shifts, as determined by the Employer.

Section 57.8 Leave Slots

For bargaining unit employees assigned to ECC, there will be two (2) twenty-four hour leave slots available per shift. In the event that additional staffing for ECC is provided by the Employer, the number of leave slots per shift will be renegotiated.

Section 57.9 Paramedics Assigned to ECC

Paramedics assigned to the ECC will be detailed once a month to a medic unit in order to maintain their skills and certifications.

ARTICLE 58 - IAFF DEFERRED COMPENSATION PLAN

Section 58.1

The International Association of Fire Fighters, Local 1664, AFL-CIO (IAFF) may offer and administer an eligible governmental deferred compensation plan under Section 457 of the Internal Revenue Service Code and IRS Revenue Ruling 2004-57. The parties acknowledge and agree that the County shall not function as a plan fiduciary except as required by federal law, and will not be responsible for the administration and regulatory compliance of said plan, and the IAFF agrees to indemnify the County against any claim or loss arising out of the operation of the plan.

The County shall remit unit member contributions to said plan's trust. Said contributions shall be authorized by the unit member with the IAFF or said plan's third party administrator, who will provide the County with data, in a format approved by the County so that the County can remit said contributions to the trust. The County's administrative responsibility shall be limited solely to the transfer of said contributions. At that time, unit members may no longer contribute to the County's deferred compensation plan.

Unit members have a one-time election to keep his or her current account balance in the County's deferred compensation plan. If no election is made in a form and manner to be agreed by the parties, the current account balance shall be placed in the union offered 457 plan and the unit member shall be responsible for costs (back load fees), if any, associated with such transfer. Transfers of assets from the County's deferred compensation plan must comply with all IRS rules and regulations and any such transfer shall be deemed elected by the unit member. No assets will be transferred from the County's deferred compensation plan into said plan, unless said plan is eligible to receive said transfers. All new contributions of current unit members and new hire contributions must be contributed to the union plan. However, if a member becomes ineligible to participate in the union offered 457 plan, then they may no longer contribute to the union offered 457 plan and may elect to transfer said assets to the County plan. If no election is made, in a form and manner to be agreed, the account balance shall remain in the union offered 457 plan. The participant shall be responsible for costs (back load fees) associated with such transfer.

The IAFF must provide the County an opinion of counsel letter upon establishment of the plan stating that the said plan meets the definition of an eligible governmental deferred compensation plan under Section 457 of the Internal Revenue Code. The IAFF shall provide the County with certificates of insurance that confirm that the IAFF has and maintains insurance against a breach of its fiduciary duties to its members who are county employees; the insurance and certificates must reflect that the County is an additional insured under the policies and the insurer must be licensed to do business in the State of Maryland; the insurance shall be in the minimum amount of \$ 1 million dollars for all claims per year. The County agrees to pay towards the IAFF's cost of this insurance up to the amount of any difference in cost that it receives as a result of transferring funds from its Plan to the IAFF's Plan, and any additional cost will be borne by the IAFF. The IAFF must contract with a trustee acceptable to the County (County's determination that a trustee is not acceptable must be reasonable) to hold the assets of the plan and must contract with an independent investment consultant to monitor the designated union investments so that the IAFF may perform its fiduciary duty to its members with respect to those funds. Once the Plan is established, the County will seek a private letter ruling (PLR) from the IRS approving said plan, and the union will join in such application. If the IRS recommends corrections to said plans, the plan and language in the collective bargaining agreement shall be amended to bring the plan into compliance to satisfy the

requirements of the IRS and that of an eligible 457 plan. However, such assurance that said plan remains in compliance with Section 457 of the Internal Revenue Code shall be required upon establishment of said plan and periodically thereafter as requested of the County or by its independent auditors. The County shall not be required to remit contributions to said plan's third party administrator in the absence of such reasonable assurance. The IAFF may carry out provisions in this Agreement by forming a single trust with one or more other Montgomery County collective bargaining unit representatives to form a single trust to administer the plan.

Section 58.2

The parties may agree to establish an Open Season for Deferred Compensation Plans. Such agreement will not take place, nor will it be announced, prior to December of 2007. If such an agreement is reached, the parties will establish the terms and conditions thereof.

Note: The Union proposes that Article 58 of this Agreement, which is set forth in a Memorandum of Agreement between the parties (executed on October 11, 2004), be incorporated in its entirety into the June 30, 2005 Agreement. The Memorandum of Agreement is appended to this proposal.

- A. Upon notice by the IAFF that the IAFF deferred compensation plan is prepared to accept auto enrollments, the employer agrees to withhold from unit members' biweekly pay such contributions as specifically directed by the IAFF or its administrator. The IAFF or its administrator is responsible for notifying employer of any contribution change.
- B. Employees may opt out of any auto enrollment program at anytime in accordance with terms established by the IAFF and such opt out requests shall be transmitted to the employer by the Plan or its administrator for processing consistent with existing protocol for contribution changes. The IAFF will administer the auto enrollment arrangement in accordance with all applicable state and federal laws, including but not limited to:
 - a) Preparing and distributing all required notices on a timely basis,
 - b) Processing withdrawals of contributions made within the first 90 days of participation, and
 - c) Establishing default investments.
- C. In accordance with applicable IRS regulations and guidance, an employee may elect to defer into the employee's deferred compensation account all or a portion of accumulated leave that has been approved by the CAO to be paid to the employee. Such an election is subject to the maximum allowable compensation deferral under applicable tax law. The employee must make the election for a specific dollar amount with the Plan Administrator of the Montgomery County Union Employees Deferred Compensation Plan. The employee will use the current election process for electing to defer compensation in the Montgomery County Union Employees Deferred Compensation Plan, and will be subject to County payroll processing deadlines. In the event the CAO approves a payout of such leave, the County shall publish an annual deferral schedule.
- D. In accordance with applicable IRS regulations and guidance, an employee separating from County service may elect, before separating from County service, to defer into the employee's deferred compensation account all or a portion of accumulated leave that would otherwise be paid to the employee upon separation of service. Such an election is subject to the maximum annual allowable compensation deferral under applicable tax law. The employee must make the election for a specific dollar amount with the Plan Administrator of the Montgomery County Union Employees Deferred Compensation Plan. The Plan Administrator of the Montgomery County Union Employees Deferred Compensation Plan will administer this provision in

accordance with applicable law, including but not limited to the amending the plan document to provide for such deferrals. The employee will use the current election process for electing to defer compensation in the Montgomery County Union Employees Deferred Compensation Plan, and will be subject to County payroll processing deadlines. The County shall publish an annual deferral schedule.

ARTICLE 59 - INDIVIDUAL PERFORMANCE PLANNING AND ASSESSMENT

Section 59.1 Purpose:

To establish policies, procedures, and responsibilities for Individual Performance Planning and Appraisal (IPPA) in the Montgomery County Fire and Rescue Service for all bargaining unit employees that shall: provide an appraisal of an employee's performance; provide guidance to the employee in correcting any areas of deficiency as needed; and recognize successful performance.

Section 59.2 Components:

Performance Plan: establishment of performance expectations and developmental action plan at the beginning of each review period.

Performance Management: a supervisor's periodic observation and documentation of performance, on-going feedback, and conduct of progress discussions through out the review period.

Performance Appraisal: conclusion of the process which includes rating the performance of the employee, providing feedback, and noting progress of the developmental action plan.

Section 59.3 Definitions:

- A. Critical Standards: A performance expectation or standard critical to the competent performance of the essential duties and responsibilities of the position identified in the IPPA. Failure to perform any one critical standard at an acceptable level indicates an overall inability to perform the job and should result in an overall rating of "Does Not Meet Expectations."
- B. Developmental action plan: That portion of the Individual Performance Plan where the immediate supervisor and employee jointly establish goals for employee development when opportunities for improvement and development have been identified.
- C. Immediate supervisor: The individual responsible for assigning and evaluating an employee's work.
- D. Individual performance appraisal: An immediate supervisor's written evaluation of an employee's performance in relation to the critical and other standards in the employee's performance plan. A performance appraisal may be an interim or annual. The appraisal must be documented on the IPPA form.
- E. Interim evaluation: A performance evaluation conducted by a supervisor at a time between the annual performance evaluation to monitor a probationary employee or address a situation where an employee's current job performance is not at an acceptable level of competence.
- F. Overall rating: An overall summary rating in the employee's IPPA that best describes the employee's overall level of performance during the period covered by an IPPA.
- G. Performance plan: That portion of the IPPA that records performance expectations and standards and is the basis for assessment of the employee's work performance.
- H. Performance standard: is a written description of the quantity, quality, and characteristics of

the job, the type of work to be performed, skill or knowledge to be demonstrated, or the results that the employee is expected to accomplish.

- I. Progress discussion: An immediate supervisor's periodic oral or written assessment of an employee's performance in relation to the expectations in the performance plan.
- J. Reviewing official: A Battalion Chief, Assistant Chief, or other high ranking designee responsible for reviewing the appraisal and ensuring that appropriate performance appraisal planning and appraisal procedures were followed by the employee's immediate supervisor. A reviewing official should help resolve disagreements between the supervisor and employee on the plan or appraisal.
- K. Work Improvement Plan: A written plan developed with the employee to outline specific performance problems and or reoccurring deficiencies, required corrective actions to be taken by the employee and/or required performance to be demonstrated by a specified date. The plan may also identify the types of assistance, if applicable, to be provided by the immediate supervisor.

Section 59.4 Policy

- A. The IPPA process is directed toward accomplishing the following objectives:
 - 1. provide direct feedback to the employee regarding work performance over the review period;
 - 2. assist the Montgomery County Fire Rescue Services (MCFRS) in identifying employees who demonstrate an interest and are capable and willing to assume greater responsibilities;
 - 3. identify employees with substandard work performance;
 - 4. establish a plan of action for employees requiring work performance improvement;
 - 5. develop action plans for professional development;
 - 6. recognize extraordinary performance; and
 - 7. provide documentation of an employee's work performance.
- B. IPPA reviews should be considered for merit increases, promotions, performance awards, demotions, dismissal, termination, or other adverse actions involving performance problems.
- C. The IPPA process is separate and distinct from the disciplinary process as defined in the collective bargaining agreement. The IPPA process does not replace, impede, or prevent the application or progression of the disciplinary process.
- D. Whenever an employee's overall performance rating does not meet expectations, a Work Improvement Plan must be established.

Section 59.5 Responsibility

- A. The Chief, MCFRS must maintain a formal procedure ensuring timely submission of IPPA forms.
- B. IPPA is the responsibility of the immediate supervisor and includes:
 - 1. reviewing and developing performance standards for an employee at the beginning of a review period;
 - 2. ongoing monitoring of the employee's performance with periodic oral or written feedback, coaching, training, or other action to enhance performance;

3. conducting periodic progress discussions, preparing interim evaluations as needed, and developing plans to improve employee performance as needed; and rating an employee on the performance standards and awarding an overall rating.
- C. IPPA signature authority will be limited to Assistant Chiefs, Battalion Chiefs, Captains, and Lieutenants. Other individuals with supervisory responsibilities may be required to provide input.

Section 59.6 Procedure

- A. Review period.
1. The review period covered by the IPPA must be a minimum of four months and not exceed 12 months.
 2. The annual review period will be linked to the employee's increment date or the anniversary of the employee's hire date if the employee does not receive increments.
- B. Substance of a performance plan.
1. A performance plan must be established within 30 days after an employee attains merit status, begins work in a new position, or begins a new annual review period.
 2. Each performance plan must state the performance expectations and standards for the employee during the review period. Performance expectations and standards should describe, at a minimum, the performance level of "Meet Expectations" in terms that allow reasonably objective appraisal. Additional information on performance above and below this rating may be provided as guidance.
 3. An IPPA must be consistent with MCFRS work programs and class specifications.
 4. Performance standards designated as critical elements, essential to the competent performance of the position, must be explicitly identified in the performance plan.
 5. The developmental action plan must include goals to address any single performance standard(s) previously rated at the "Does Not Meet Expectation" level and be reviewed in four months.
- C. Performance planning process.
1. If the employee refuses to sign the performance plan, the immediate supervisor must note on the plan that the employee saw the plan but refused to sign it.
 2. An immediate supervisor must give an employee a copy of the employee's performance plan within 14 calendar days after the plan is established or revised.
- D. Performance appraisal.
1. If more than one individual supervises an employee, each should participate in the performance appraisal and award of ratings. The supervisors should share this responsibility in a manner consistent with their roles in directing the employee's work. Only supervisors who have directed some aspect of the employee's work or have first-hand knowledge or documentation of the employee's performance during the review period may participate in evaluating and/or rating the employees' performance.
 2. If the employee has worked for a supervisor for six months or more, the current supervisor must complete the appraisal instrument as required.

3. If an employee has worked for a supervisor for less than six months, the current supervisor should consult with the previous supervisor in order to provide a proper assessment of the employee.
 4. Supervisors may utilize supplemental information from other sources based on the employees work assignment.
- E. Frequency and timing of performance appraisal.
1. An immediate supervisor must give each subordinate employee at least one written performance appraisal in every 12-month period within 30 days of the end of the review period.
 2. An interim appraisal may be conducted for an employee who has been working under an IPPA for a minimum of four months. Examples of the situations where an interim appraisal may be warranted include, but are not limited to, change of supervisor, significant duty changes, and to document changes in performance. If an immediate supervisor conducts an interim appraisal, he or she must also conduct an annual evaluation for the employee at the appropriate time. With the exception of timing and re-establishment of a performance plan, all of the procedures for conducting an annual appraisal apply.
 3. Developmental action plan goals established to improve performance for performance expectations rated as “Does Not Meet Expectations” on the previous performance appraisal must be reviewed periodically. If insufficient progress has been demonstrated, the supervisor should conduct a formal interim evaluation.
- F. Substance of performance appraisals.
1. An immediate supervisor must rate each applicable performance expectation and standard established in the performance plan.
 2. An immediate supervisor must include a written summary supporting the employee’s overall performance rating. This should include supporting documentation and comments about the employee’s actual performance.
 3. Any employee who is rated “Does Not Meet Expectations” must have specific examples described in the narrative component of the assessment instrument explaining the basis for the rating.
 4. Documentation of performance deficiencies may include, but not be limited to, an annual or interim performance appraisal.
 5. The immediate supervisor should note accomplishment or progress toward a developmental action plan goal on the performance appraisal as appropriate.
- G. Performance rating. The immediate supervisor must rate an employee using one of the following four categories as indicated below:
1. Exceptional: This rating applies to performance that constantly exceeds the requirements identified in the performance standard outlined in the IPPA. A bargaining unit member who is rated “Exceptional” overall was rated “Exceptional” on the majority of performance requirements.
 2. Above Expectation: This rating applies to performance that has met, and exceeds the requirements of the performance standard outlined in the IPPA. A bargaining unit member who is rated “Above Expectations” overall, was rated “Above Expectations” on the majority

of performance requirements.

3. Meets Expectations: This rating applies to performance that has met the basic requirements of the performance standard outlined in the IPPA. A bargaining unit employee who is rated "Meets Expectations" was rated "Meets Expectations" on the majority of performance requirements.
4. Does Not Meet Expectations: This rating applies to performance that has not met the basic requirements of the performance standards outlined in the IPPA. A bargaining unit member who is rated "Does Not Meet Expectations" was rated "Does Not Meet Expectations" on the majority of performance requirements. An overall rating at the Does Not Meet Expectations level will result in establishment of a Work Improvement Plan.

H. Performance appraisal procedures.

1. An employee may submit information to the immediate supervisor for consideration prior to assessment. Employees are encouraged to complete a self-assessment using the IPPA evaluation tool.
2. The immediate supervisor must submit all assessments to the reviewing official prior to presenting the rating to the employee.
3. The reviewing official must ensure that appraisal is consistent with this procedure; and the overall rating is consistent with the individual elements of the plan.
4. An immediate supervisor must review and discuss the performance appraisal with the employee.
5. If an employee refuses to sign a performance appraisal, the appraisal must be referred to the reviewing official. The reviewing official must review the appraisal and consult with the employee and supervisor to determine why the employee refused to sign the appraisal. If the employee still refuses to sign the appraisal after this consultation, the supervisor must note on the appraisal that the employee saw the appraisal but refused to sign it.
6. Upon completion of the review with the employee, the performance appraisal will be forwarded through the chain of command to the employee's Battalion Chief to be filed. Assessments with an overall rating of "Exceptional" or "Does Not Meet Expectations" should be forwarded to the employee's Division Chief via the chain of command.
7. One copy of the appraisal must be given to the employee within 30 days of completion.

Section 59.7 Work Improvement Plan Procedures

- A. Prior to taking a performance-based personnel action, the employee must be:
1. Informed in writing of the problem;
 2. Counseled as to what corrective action to take; and
 3. Allowed an adequate and specific time-frame to improve or correct the performance deficiency.
 4. The immediate supervisor must also inform the employee that unless the employee's performance improves and is sustained at an acceptable level, the employee may be reassigned, demoted or terminated.
 5. The Work Improvement Plan must be submitted to the reviewing official prior to being reviewed with the employee.

6. The Work Improvement Plan must be submitted to the Bureau Chief via the chain of command after being reviewed with the employee.

Section 59.8 Retention Of Performance Appraisals

- A. Performance appraisals must be kept in an employee's official record for 5 years.
- B. Performance appraisals and supporting documentation may be kept in a departmental operating file for 5 years.
- C. One copy must be kept in the supervisory file for a period of one year.
- D. All electronic versions of the form must be safeguarded to protect unauthorized viewing.
- E. A finalized IPPA with signatures must be maintained.

Section 59.9 Appeal

The substance of an IPPA must not be the subject of a grievance. Grievances must be consistent with Article 38, Contract Grievance Procedures.

Section 59.10 IPPA Instrument Format

- A. All final PPA Forms must minimally include the following:
 1. Employee name
 2. Employee ID number
 3. Job title/rank
 4. Station/shift
 5. Supervisor name
 6. Review period beginning and ending dates
 7. List or indication of additional feedback sources/supplied by: e.g. EMS quality assurance surveys, medical staff, and feedback from residents
 8. Signatures (including electronic substitutes) from supervisor and employee (as applicable) to establish plan
 9. Signatures (including electronic substitutes) to document progress discussion (as applicable)
 10. Signatures (including electronic substitutes) from supervisor and employee to finalize performance appraisal
 11. Signature of the reviewing official
 12. List of performance expectations, ratings and narrative comments
 13. Developmental action plan (as applicable)
 14. Overall rating
 15. Employee comments (as applicable)

ARTICLE 60 – JOINT LABOR/MANAGEMENT EMS COMMITTEE

- A. There shall be an EMS Committee consisting of up to three (3) Union representatives appointed by the Union President and up to three (3) Employer representatives appointed by the Fire

Chief. This Committee shall meet at least quarterly to discuss all matters relating to Emergency Medical Services.

Each side will select a lead representative. Upon mutual agreement of the lead representatives, the EMS committee may meet more than quarterly.

- B. The Committee shall appoint, on a rotating basis, a Chairperson, who shall serve in that capacity for one year. The Chairperson shall be selected, alternately, by the President of the Union and the Fire Chief.
- C. Either party may refer any matter to the Committee. It is in the interest of the parties that the Committee reach consensus and provide recommendations on matters under its consideration. In the event that consensus cannot be reached, the Employer and Union representatives may provide their respective positions to the Fire Chief and the Union President for their review. In any event, each member of the Committee will be provided ten (10) business days to review and sign-off on Committee recommendations. If the Committee member does not review and sign-off on a Committee recommendation within ten (10) business days, the recommendation will be submitted to the Fire Chief and the Union President with the endorsement of the Committee.
- D. This committee shall have the authority to make recommendations to the Union President and the Fire Chief or designee. The Committee shall have no power to add or to amend any existing collective bargaining agreement between the parties or to discuss or adjust any pending grievance(s). The Employer and the Union shall exchange agenda items one week in advance of each meeting.
- E. 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.

ARTICLE 61 – EMERGENCY MEDICAL SERVICES QUALITY IMPROVEMENT

Section 61.1 Medical Review Committee

- A. The Medical Review Committee provided for in COMAR Title 30 shall include one bargaining unit member who is an ALS provider and one bargaining unit member who is a BLS provider. Bargaining unit members assigned to the Medical Review Committee shall be assigned by the Union President.
 - a. The Union representatives on the Committee shall be considered to be on a detail if working during these meetings. Hour-for-hour compensatory time or pay at the employee's regular hourly rate shall be credited to Union representatives who attend meetings on their day off.

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

- A. Any bargaining unit employee who is asked to provide a written statement related to an EMS complaint or QA inquiry that requires the completion of an EMS Incident Referral Control Sheet shall be notified of the following: (1) the date and event number of the incident in question; and (2) the general nature of the complaint and any specific concerns to be addressed in the statement.
- B. For complaints or inquiries subject for review by the Medical Review Committee (MRC) 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 **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.

IN WITNESS WHEREOF, the parties hereto have caused their names to be subscribed hereto by their duly authorized officers and representatives effective July 1, 2013

Montgomery County Career Fire Fighters Association, IAFF Local 1664, AFL-CIO, CLC

Montgomery County Government
Montgomery County, Maryland

By: _____
Jeffrey D. Buddle
President

By: _____
Isiah Leggett
County Executive

By: _____
Mark A. Davies
Negotiations Committee Chair

By: _____
Steve Lohr
Fire Chief

By: _____
Erick J. Genser
Lead Negotiator

By: _____
Approved as to Form and Legality
County Attorney's Office

By: _____
William Chambers
Negotiations Committee

By: _____
R. Brock Cline
Negotiations Committee

By: _____
Joseph Dingle
Negotiations Committee

By: _____
Carthan Farrar
Negotiations Committee

By: _____
Robert I. Ford, Jr.
Negotiations Committee

By: _____
Tommy M. Henry
Negotiations Committee

By: _____
Richard S. LaRocco
Negotiations Committee

**MONTGOMERY COUNTY GOVERNMENT
FIRE/RESCUE BARGAINING UNIT
SALARY SCHEDULE**

**FISCAL YEAR 2014
EFFECTIVE JULY 14, 2013**

	F1 FIRE FIGHTER	F2 FIRE FIGHTER	F3 FIRE FIGHTER	F4 MASTER FIRE FIGHTER	B1 FIRE/RESCUE LIEUTENANT	B2 FIRE/RESCUE CAPTAIN
<u>GRADE</u>	<u>RESCUER I</u>	<u>RESCUER II</u>	<u>RESCUER III</u>	<u>RESCUER</u>	<u>LIEUTENANT</u>	<u>CAPTAIN</u>
A	\$42,758	\$44,896	\$47,141	\$51,855	\$57,046	\$64,327
B	\$44,255	\$46,468	\$48,791	\$53,671	\$59,044	\$66,579
C	\$45,804	\$48,095	\$50,499	\$55,550	\$61,111	\$68,910
D	\$47,408	\$49,779	\$52,267	\$57,495	\$63,250	\$71,322
E	\$49,068	\$51,521	\$54,097	\$59,508	\$65,465	\$73,819
F	\$50,786	\$53,325	\$55,991	\$61,592	\$67,756	\$76,403
G	\$52,563	\$55,192	\$57,952	\$63,749	\$70,127	\$79,078
H	\$54,404	\$57,123	\$59,980	\$65,980	\$72,582	\$81,846
I	\$56,309	\$59,123	\$62,080	\$68,290	\$75,123	\$84,711
J	\$58,280	\$61,192	\$64,253	\$70,681	\$77,752	\$87,676
K	\$60,321	\$63,335	\$66,502	\$73,155	\$80,474	\$90,745
L	\$62,432	\$65,552	\$68,831	\$75,716	\$83,292	\$93,922
M	\$64,618	\$67,846	\$71,240	\$78,367	\$86,208	\$97,210
N	\$66,880	\$70,222	\$73,734	\$81,110	\$89,226	\$100,613
O	\$69,222	\$72,680	\$76,315	\$83,949	\$92,349	\$104,136
LS1*	\$71,645	\$75,224	\$78,987	\$86,888	\$95,582	\$107,781
LS2**	\$74,068	\$77,768	\$81,658	\$89,826	\$98,814	\$111,426

* Completion of 20 years of service

**Completion of 28 years of
service

**MONTGOMERY COUNTY GOVERNMENT
FIRE/RESCUE BARGAINING UNIT
SALARY SCHEDULE**

**FISCAL YEAR 2015
EFFECTIVE JULY 13, 2014**

GRADE	F1 FIRE FIGHTER RESCUER I	F2 FIRE FIGHTER RESCUER II	F3 FIRE FIGHTER RESCUER III	F4 MASTER FIRE FIGHTER RESCUER	B1 FIRE/RESCUE LIEUTENANT	B2 FIRE/RESCUE CAPTAIN
A	\$43,934	\$46,131	\$48,438	\$53,282	\$58,615	\$66,096
B	\$45,472	\$47,746	\$50,134	\$55,147	\$60,667	\$68,410
C	\$47,064	\$49,418	\$51,889	\$57,078	\$62,791	\$70,805
D	\$48,712	\$51,148	\$53,706	\$59,076	\$64,989	\$73,284
E	\$50,417	\$52,939	\$55,586	\$61,144	\$67,264	\$75,849
F	\$52,182	\$54,792	\$57,532	\$63,285	\$69,619	\$78,504
G	\$54,009	\$56,710	\$59,546	\$65,500	\$72,056	\$81,252
H	\$55,900	\$58,695	\$61,631	\$67,793	\$74,578	\$84,096
I	\$57,857	\$60,750	\$63,789	\$70,166	\$77,189	\$87,040
J	\$59,882	\$62,877	\$66,022	\$72,622	\$79,891	\$90,087
K	\$61,978	\$65,078	\$68,333	\$75,164	\$82,688	\$93,241
L	\$64,148	\$67,356	\$70,725	\$77,795	\$85,583	\$96,505
M	\$66,394	\$69,714	\$73,201	\$80,518	\$88,579	\$99,883
N	\$68,718	\$72,154	\$75,764	\$83,337	\$91,680	\$103,379
O	\$71,124	\$74,680	\$78,416	\$86,254	\$94,889	\$106,998
LS1*	\$73,614	\$77,294	\$81,161	\$89,273	\$98,211	\$110,743
LS2**	\$76,190	\$79,999	\$84,002	\$92,398	\$101,648	\$114,619

* Completion of 20 years of service.

** Completion of 28 years of service.

Notes FY2015:

- FY15 GWA is 2.75% for IAFF Bargaining Unit members
- Employees who were eligible for a service increment in FY12 who did not receive a service increment in FY12 will receive it during the pay period beginning June 14, 2015

**PROMOTION AGREEMENT
FOR POSITIONS REQUIRING ALS CERTIFICATIONS**

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

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

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

TERMS OF THE AGREEMENT

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

AGREEMENT TO OBTAIN & MAINTAIN
ALS CERTIFICATION
EMPLOYEES HIRED AFTER AUGUST 1, 1998

Montgomery County has determined that provision of advanced life support (ALS) paramedic services is a critical part of the services provided by the Montgomery County Fire and Rescue Service to the citizens of our County. The goal of the County is to recruit or train, and retain a sufficient number of employees who have, or are able to obtain either, National Registry Emergency Medical Technician-Paramedic (NREMT-P) or National Registry Emergency Medical Technician-Intermediate certification as required by the County. It is also a goal of the County to move towards providing a "fire day" to ALS providers once every three weeks.

In order to achieve this goal, the County has actively recruited individuals who have expressed a desire to become a Montgomery County, Maryland certified ALS provider, and you have been selected for employment with Montgomery County, Maryland from among the eligible applicants based on your expressed intent to obtain such certification within 5 years from date of employment with the County, at no cost to the employee.

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

TERMS OF THE AGREEMENT

1. I agree to obtain ALS certification within five (5) years of my employment with Montgomery County, Maryland, and I further agree to maintain Montgomery County, Maryland ALS certification for a period of 7 consecutive years from the date that I obtain initial Montgomery County, Maryland ALS certification. Upon completion of the 7th year, I may maintain my ALS certification, or allow it to terminate, at my discretion, and without any penalty or loss of benefits associated with my employment with Montgomery County. If I have not obtained this certification as described above within 5 years from my date of appointment then I understand that my pay may be reduced, I may be demoted or reassigned, or my employment may be terminated.
2. If I am promoted during the 7-year term following my attainment of Montgomery County ALS certification, I fully agree and understand that I remain obligated to maintain Montgomery County, Maryland ALS certification for the remainder of the 7-year term, even though I may be promoted to a position which does not require ALS certification.
3. I further understand that it is within the employer's sole discretion to regularly and routinely assign me to work as an ALS provider at multiple work sites as determined by the employer.
4. I understand and agree that failure to maintain any terms or conditions of this Agreement for its duration may result in my immediate termination from employment. If I not maintain my ALS certification for the required 7 consecutive years as I have agreed to do, I understand that the employer, at their sole discretion, may provide alternative work placement for me in the Firefighter/Rescuer

AGREEMENT TO MAINTAIN
ALS CERTIFICATION
EMPLOYEES HIRED AFTER AUGUST 1, 1998

Montgomery County has determined that provision of advanced life support (ALS) services is a critical part of the services provided by the Montgomery County Fire and Rescue Service to the citizens of our County. The goal of the County is to recruit or train, and retain a sufficient number of employees who have, or are able to obtain either, National Registry Emergency Medical Technician- Paramedic (NREMT-P) or National Registry Emergency Medical Technician–Intermediate (NREMT-I) certification as required by the County. It is also a goal of the County to move towards providing a “fire day” to ALS providers once every three weeks.

In order to achieve this goal, the County has actively recruited individuals with ALS certifications, and you have been selected for employment with Montgomery County, Maryland from among the eligible applicants based on your present ALS certification with Montgomery County, Maryland or another certifying agency.

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

TERMS OF THE AGREEMENT

1. I agree to obtain Montgomery County, Maryland ALS certification within one (1) year from my date of hire. The employer, Montgomery County government, agrees to assist and support me in obtaining the necessary reciprocity or remedial training necessary to obtain this certification, at no cost to me. I understand and agree to aggressively participate in any required remedial training, and/or complete any reciprocity process required to obtain this certification.
2. Once I have obtained Montgomery County, Maryland ALS certification, I agree to maintain Montgomery County, Maryland ALS certification for a period of 7 consecutive years from date of employment, or from initial Montgomery County, Maryland ALS certification, whichever occurs later. Upon completion of the 7th year, I may maintain my ALS certification, or allow it to terminate, at my discretion, and without any penalty or loss of benefits associated with my employment with Montgomery County.
3. If I am promoted during the 7-year term of this Agreement I fully agree and understand that I remain obligated to maintain Montgomery County, Maryland-ALS certification for the remainder of the 7-year term, even though I may be promoted to a position which does not require ALS certification.
4. I further understand that it is within the employer's sole discretion to regularly and routinely assign me to work as an ALS provider at multiple work sites as determined by the employer.
5. I understand and agree that failure to maintain any of the terms or conditions of this Agreement for its duration may result in the immediate termination of my employment. If I do not obtain Montgomery County ALS certification within one (1) year, or maintain my ALS certification for the required 7

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

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

A. Lieutenant

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

B. Master Firefighter/Rescuer

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

C. Firefighter/Rescuer II and III

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

- D. The provisions of the memorandum of understanding shall be grievable and arbitrable pursuant to the procedure found in Article 38 of the parties collective bargaining agreement.
- E. Requests for payment under this program which are submitted more than one year from the start date of any six month period will not be processed, and no compensation is due.
- F. Claims submitted for a six month period within the last year, will be acted upon and paid in a timely manner. Reasons for denial of a claim must be in writing.

DROP PLAN FEATURES

Eligibility	Any time after an employee has met the minimum age and service requirements for a normal retirement.
Drop Account (Three Components)	Employee's monthly pension benefit; Employee's pension contribution (pre-tax); Interest @ 7.50% credited monthly during participation in DROP.
Monthly Pension	Accrued benefit frozen upon entering DROP.
Term Election	3 years with early opt out permitted.
Retirement	Upon completion of 3 years DROP participation, or earlier opt out (see above); Employee cannot continue in County employment; Employee may elect either: (1) to receive DROP Account distribution (see below) and begin to receive monthly pension benefit (accrued benefit at time of entering DROP + COLA increases); or (2) 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 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) .
Form of Distribution of DROP Account	At any time an individual may elect a distribution of his/her entire account balance in: (1) a Lump sum payment; (b) rollover to an eligible retirement plan; or (c) (only if retirement option (1) above is selected) Annuitize.
Service-Connected Disability During DROP Period	The participant will be entitled to either (at participant's option): 1. His DROP retirement benefit and his DROP account, or 2. The service-connected disability benefit that would have applied if he had not elected DROP.
Non-Service Connected Disability During DROP Period	If the Chief Administrative Officer determines that a DROP participant is eligible for a non-service connected disability retirement, the participant must receive: 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 2. The DROP account balance.

* **Bargaining Unit Employees who have a DROP period ending after July 1, 2013 will be permitted to elect Option 2 under the "Retirement" Section above.**

FY12 COUNTY COUNCIL BUDGET RESOLUTION

#10 -County Government Operating Budget

Resolution No.: 17-149

Introduced: May 26, 2011 Adopted:
May 26, 2011

COUNTY COUNCIL FOR MONTGOMERY COUNTY, MARYLAND

By: County Council

SUBJECT: Approval of and Appropriation for the FY 2012 Operating Budget of the
Montgomery County Government

Background

1. As required by Section 303 of the County Charter, the County Executive sent to the County Council the FY 2012 Operating Budget for the Montgomery County Government.
2. As required by Section 304 of the Charter, the Council held public hearings on the Operating Budget on April 5,6, and 7, 2011.

Action

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

* * *

67. This Resolution appropriates funds for employee group insurance benefits for the fiscal year that begins on July 1, 2011. This appropriation is subject to the following conditions:

The following cost-sharing provisions must apply to each eligible County employee and each eligible employee of a participating agency whose active employees are paid through the County's payroll system. These provisions do not apply to any eligible employee of a participating agency that does not use the County's payroll system for active employees. These provisions do not apply to any eligible retired employee.

Group Insurance Premiums

(medical, prescription drug, dental, vision, life insurance, long-term disability insurance)

Beginning January 1, 2012, the County must pay 80% of the cost of the premiums, and each employee must pay 20% of the cost of the premiums, for a Health Maintenance Organization (HMO) medical plan, including any prescription drug plan that is bundled with an HMO medical plan.

Beginning January 1, 2012, the County must pay 75% of the cost of the premiums, and each employee must pay 25% of the cost of the premiums, for each benefit plan listed below:

- Point-of-Service (POS) medical plan;
- Stand-alone prescription drug plan (Standard Option plan);
- Dental;
- Vision;
- Basic Life insurance;

- Dependent Life insurance \$2,000/\$1,000/\$100 tier; and
- Long-term disability insurance.

Each employee enrolled in the High Option prescription drug plan must also pay the difference between:

- the County contribution toward the cost of the premium for the Standard Option prescription drug plan; and
- the cost of the premium for the High Option prescription drug plan.

Optional Life insurance and Optional Dependent life insurance (\$4,000/\$2,000/\$100 tier and \$10,000/\$5,000/\$100 tier) remain at 100% paid by each employee.

Prescription Drug Benefits

Beginning January 1, 2012, each employee enrolled in a stand-alone prescription drug plan must receive generic prescription drugs, if available. If an employee chooses to receive a brand name drug that has a generic equivalent, the employee must pay the generic drug co-payment plus the difference between the cost of the brand-name drug and Page 19 Resolution No.: 17-149 the generic drug. This generic drug requirement may be waived only if the employee's doctor certifies in a separate document that it is medically necessary to use a brand-name drug instead of its generic equivalent. The letter of medical necessity must contain details of the medical reason and must be attached to the prescription. If the waiver is approved by the Pharmacy Benefit Manager (PBM), the employee must be charged the brand-name drug co-payment.

Beginning January 1, 2012, the County's stand-alone prescription drug plans must allow each employee to buy up to a 90 day supply of a maintenance medication at any retail pharmacy agreed on by the County and the PBM in addition to using the PBM's mail service pharmacy. An employee must pay a penalty fee if a maintenance prescription is filled at a retail pharmacy other than a pharmacy agreed on by the County and the PBM. This penalty fee is the difference between the mail order cost and the retail prescription cost. This fee is in addition to the corresponding co-payment.

Beginning January 1, 2012, the County's prescription drug plan must limit coverage for each participant to a maximum of 6 doses each month for any drug specifically approved by the Food and Drug Administration for the treatment of erectile dysfunction. Medications currently approved for this purpose include sildenafil (Viagra), vardenafil (Levitra), and tadalafil (Cialis).

These changes to the prescription drug benefit must apply to each participant in the County's prescription drug plan, including each eligible retired employee, survivor, dependent, and employee of a participating agency.

Basic Life Insurance Benefit

Beginning January 1, 2012, for each full or part time employee eligible for life insurance coverage, the County must provide term life insurance coverage equal to the employee's earnings (as defined in the Group Insurance Certificate) rounded up to the nearest thousand dollars. The County will offer each eligible employee the opportunity to buy additional Optional Life Insurance at full cost during Open Enrollment.

Beginning January 1, 2012, for each full or part time employee eligible for life insurance coverage, the County must provide an accidental death and dismemberment (AD&D) benefit. The AD&D benefit includes:

- AD&D insurance of 8 times earnings, up to \$600,000, for a loss of life that is a direct result of an accidental injury sustained in the performance of County employment. A lower amount may be payable for certain dismemberments resulting from accidental bodily injury.

- AD&D insurance of 4 times earnings, up to \$300,000, for a loss of life that is not a direct result of an accidental injury sustained in the performance of County employment. A lower amount may be payable for certain dismemberments resulting from accidental bodily injury.

Modifications -Council approval

Any material change in any part of this paragraph or its application to any employee or group of employees, including any premium holiday or other waiver of premiums for County-provided health or life insurance, is subject to Council approval.

68. This resolution appropriates funds in Sections A-F in the Personnel Cost category for the County Government contribution to employee retirement accounts and funds. These funds must be spent as provided in Chapter 33 of the County Code as amended by Expedited Bill 11-11, *Personnel Retirement Plans Contributions*.

COUNTY COUNCIL BILL 11-11 – Please click the link below:

http://www.montgomerycountymd.gov/content/council/pdf/bill/2011/20110526_11-11A.pdf

COUNTY COUNCIL Resolution 17-163 – Please see the URL below:

http://www6.montgomerycountymd.gov/content/council/pdf/res/2011/20110614_17-163.pdf

APPENDIX IX

MEMORANDA OF UNDERSTANDING AND SIDE BAR LETTERS

The following side bar letters are listed for reference purposes only. These side bar letters are not subsumed into this contract.

DATE	SUBJECT
5/1/89	Final Policies and Procedures Referred to in the Collective Bargaining Agreement
5/1/89	Work Substitution Policy
5/1/89	Weather Policy
5/1/89	Light Duty Assignments for Rehabilitation
5/19/89	Staffing Levels
8/7/89	Side Bar Letters to IAFF 1664 Contract
5/21/93	Transfers to Work-sites Where Volunteer Service has been Performed
8/3/93	Contract Deletions and Midterm Changes
3/26/97	Contract Amendments
3/99 & 4/99	Side Bar Letters to IAFF 1664 Contract
2/02 & 3/02	Side Bar Letters to IAFF 1664 Contract
4/1/05	Side Letter: Daily work schedule
4/1/05	Side Letter: Promotional Process
4/1/05	Statement of Interest: Creation of Alternative Placement Position
4/1/05	Side Letter: Driver Disposition/ Remedial Action
4/1/05	Side Letter: Individual Performance Planning and Assessment
2/25/08	Side Letter: Tuition Assistance Application
2/25/08	Side Letter: Electronic Course Registration
2/25/08	Side Letter: Promotional Examination Schedule
2/25/08	Side Letter: Worksite Parking
2/25/08	Side Letter: Random Drug Testing
2/25/08	Side Letter: Broadcasting Evacuation and Mayday Orders
2/25/08	Side Letter: Standard MOU for Positive Drug/Alcohol Tests
2/13	Side Letter: Discussing Promotional Exams in Joint Labor-Management Committee