

**MEMORANDUM**

TO: Government Operations and Fiscal Policy Committee

FROM: Robert H. Drummer, Senior Legislative Attorney 

SUBJECT: **Worksession:** Review of County government collective bargaining agreements

**Background**

Under the County Employees Labor Relations Laws (Police: County Code §§33-75 through 33-85; County employees: County Code §§33-101 through 33-112; Fire and Rescue employees: County Code §§33-147 through 33-157), the County Council must review any term or condition of each final collective bargaining agreement requiring an appropriation of funds or enactment, repeal, or modification of a county law or regulation. On or before May 1, unless the Council extends this deadline, the Council must indicate by resolution its intention to appropriate funds for or otherwise implement the agreement or its intention not to do so, and state its reasons for any intent to reject any part of an agreement. The Council is not bound by the agreement on those matters over which the Council has final approval. The Council may address contract items individually rather than on an all-or-nothing basis. See County Code §33-80(g); §33-108(g)-(j); §33-153(l)-(p).

If the Council indicates its intent to reject or opts not to fund any item, it must designate a representative to meet with the parties and present the Council's views in their further negotiations. The parties must submit the results of any further negotiations, or impasse procedures if the parties cannot agree on a revised contract, to the Council by May 10 (unless the May 1 date was extended). On April 18, 2014, the Court of Appeals issued an opinion upholding the Council's authority to unilaterally modify the group insurance and retirement benefit provisions in the FOP collective bargaining agreement after following this statutory process in *FOP Lodge 35 v. Montgomery County*, No. 67, September Term 2013 (April 18, 2014). The Court held that the Council is not part of the collective bargaining process, is not bound by the collective bargaining agreement, and holds the ultimate power of the purse.

The Court summarized the balance of power as follows:

“Proximity to power deludes some into thinking they wield it,” observed the character Francis Underwood, portrayed by Kevin Spacey, in the U.S.-version of the television series “House of Cards.” Petitioner here, the Fraternal Order of the Police, Montgomery County Lodge 35 (“FOP”), fell under such a spell in maintaining this litigation. The Police Labor Relations Act (“PLRA”) of the Montgomery County Code grants the FOP a proximity to power in requiring the County Executive to negotiate certain employee benefits with a representative of

the FOP. Despite this proximity, the FOP lacks actual power under the PLRA because, as the well-known adage provides, “he who holds the purse strings rules the roost.” Under the PLRA, the County Council (the “Council”) in Montgomery County holds the purse strings (*i.e.*, the actual power) *each* fiscal year when it approves the budget.

Thus, we hold that the Council acted in this case within its authority under the PLRA in deciding not to fund fully—and, thereby, to “change”—certain benefits in the pre-existing collectively-bargained agreement, at least where the “changes” are fiscal in nature and the County Executive and the FOP did not submit a re-negotiated agreement to the Council. (Page 1)

The agreements before the Council this year are with the Municipal and County Government Employees Organization (County employees bargaining units), the Fraternal Order of Police (police bargaining unit), and the International Association of Fire Fighters (fire and rescue employees). Each of these agreements was negotiated in 2013 and took effect on July 1, 2013. However, the Council must review and act on each of the provisions of these agreements that requires a new appropriation of funds for FY15 or requires a change in law.

The attached proposed resolutions will be amended to reflect the final recommendations of the Committee before final Council action.

### **Collective Bargaining Agreements**

A chart showing the provisions in each Agreement that requires Council approval for FY15 is at ©73. These provisions are described below.

(1) **General Wage Adjustment (GWA)**

- A. MCGEO – 3.25% on September 1, 2014. The FY15 fiscal impact is \$8,332,729.
- B. FOP – 2.1% on July 1, 2014. The FY15 fiscal impact is \$2,703,547.
- C. IAFF – 2.75% on July 1, 2014. The FY15 fiscal impact is \$3,241,642.
- D. MCGEO seasonal employees – wages would increase by \$.50/hour. The FY15 fiscal impact would be \$340,425.

The fiscal impact of these wage adjustments over time and how they compare to wage increases provided to other government workers in the area are described in Council Administrator Farber’s packet on Compensation and Benefits (all agencies), GO Committee #1.

(2) **Service Increments:** Each of the agreements provides a 3.5% service increment in FY15 for any employee who is below the top of his or her grade.

- A. MCGEO – The fiscal impact in FY15 is \$3,600,555.

- B. FOP – The fiscal impact in FY15 is \$1,507,978.
- C. IAFF – The fiscal impact in FY15 is \$963,718.
- D. MCGEO lump sum. An employee who is at the top of his or her grade, but not eligible for a longevity increment, would receive a .5% lump sum increase that is not added to an employee’s base salary. The FY15 fiscal impact would be \$488,858.

**(3) Service Increments for prior years.**

- A. FOP - an employee who was eligible for a service increment in FY11 or FY12 would receive an additional 1.75% service increment payable in February 2015. The FY15 fiscal impact would be \$446,000.
- B. IAFF – an employee who was eligible for a service increment in FY12 would receive a second 3.5% service increment in June 2015. The FY15 fiscal impact would be \$98,347.<sup>1</sup>

*If an employee reaches top of grade due to the FY15 service increment, the employee would not be eligible for the missed FY12 service increment that would be payable later in FY15 under the Agreement.*

**(4) Longevity Increments.**

- A. MCGEO – an employee eligible for a longevity increment in FY15 would receive 3% increment. The FY15 fiscal impact would be \$154,742.
- B. FOP – an employee eligible for a longevity increment in FY15 would receive a 3.5% increment. The FY15 fiscal impact would be \$63,815.
- C. IAFF – an employee eligible for a longevity increment at 20 years or 28 years would receive a 3.5% longevity increment. The FY15 fiscal impact would be \$132,402.

*The Committee will be asked to make recommendations on these pay increases during the discussion of Mr. Farber’s packet on Compensation and Benefits for All Agencies.*

**(5) Tuition Assistance.**

- A. MCGEO – 50% of all funds appropriated for tuition assistance that is not designated for another bargaining unit must be allocated for employees represented by MCGEO. We understand that the Executive’s

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<sup>1</sup> The FY15 fiscal impact for this service increment is low because it would be paid beginning at the end of the fiscal year. The full annualized cost of \$2,243,548 would be realized in FY16 and beyond.

recommended FY15 budget would allocate \$300,000 for tuition assistance not designated for a different bargaining unit.

- B. FOP - \$135,000 is designated in FY15 for employees represented by the FOP.
- C. IAFF – the maximum annual tuition assistance for each employee is \$1830. The Agreement does not designate a portion of tuition assistance for IAFF employees. IAFF employees would share the \$150,000 not otherwise designated for MCGEO or FOP employees with unrepresented employees and volunteer fire and rescue workers on a first come, first served basis.

**Council staff recommendation:** approve the tuition assistance as agreed upon.

**(6) Shift and special duty differentials.**

- A. MCGEO – increase shift differential by \$.15/hour for the evening shift and \$.16/hour for the night shift. The FY15 fiscal impact would be \$223,267.
- B. FOP – all shift differentials would increase by 7%. The FY15 fiscal impact would be \$143,803.
- C. IAFF Special Duty Differentials - \$200 increase in each differential. The FY15 fiscal impact would be \$153,640.

**Council staff recommendation:** approve the shift differentials as agreed upon.

**(7) Clothing allowance.**

- A. FOP – the clothing allowance for FOP employees would increase by 7%. The FY15 fiscal impact would be \$21,178.
- B. MCGEO – the clothing allowance for deputy sheriffs would increase by \$163. The FY15 fiscal impact would be \$2,934.

**Council staff recommendation:** approve the clothing allowance as agreed upon.

- (8) MCGEO EVT Certification.** A Central Maintenance MCFRS employee would be eligible for a EVT Certification incentive of up to \$2000. The FY15 fiscal impact would be \$26,000.

**Council staff recommendation:** approve the EVT certification as agreed upon.

- (9) MCGEO Classification Studies.** Add an additional 50 classification studies for positions occupied by employees represented by MCGEO. The FY15 fiscal impact would be \$200,000.

**Council staff recommendation:** approve the classification studies as agreed upon.

- (10) **Group Insurance Benefits.** The Executive's FY15 recommended budget includes no change from the FY14 appropriation for employee group medical, life, vision, prescription drug, dental, and long-term disability insurance. The cost sharing and some of the substantive benefits were changed by the Council in the annual budget resolution for FY12 and again in FY13. However, none of the collective bargaining agreements were amended to reflect this change by the Council. Council staff believes that the unions have acquiesced in the Executive's recommendations for these benefits in FY15. Paragraph 29 of Resolution No. 17-443 approving the FY13 Operating Budget included the following conditions for these benefits:

*This resolution appropriates funds for employee group insurance benefits for the fiscal year that begins on July 1, 2012. 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)*

*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.*

*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*

*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 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.*

*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.*

*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*

*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.*

*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.*

**Council staff recommendation:** approve the same group insurance benefits for FY15 that were approved by the Council for FY12, FY13, and FY14 except for Medicare Part D for retirees as described below. Last year, OHR stated that there was “a separate agreement by which the parties acknowledge that they were unable to reach an agreement regarding these benefits, that the County Executive’s recommended operating budget would not recommend full funding of those benefits as described in the agreement, and that the Council might not fully fund those benefits as described in the agreement” (answer to question 4 on ©81 of the April 22, 2013 packet, answer to question 11 on ©83 of the April 22, 2013 packet & answer to question 7 on ©84 of the April 22, 2013 packet). None of the union presidents refuted this description at the April 22, 2013 worksession.

- (11) **Medicare Part D Employer Group Waiver Plan (EGWP) for eligible retirees.** The Executive’s Recommended FY15 Budget includes transitioning all Medicare-eligible retirees to an EGWP plus Wrap prescription drug plan. The FY15 savings attributable to health insurance for County government retirees would reduce the required FY15 OPEB contribution by \$900,000. The reasons for these savings and their effect on the prescription plan for Medicare-eligible retirees is described in Mr. Farber’s packet on Compensation and Benefits for All Agencies. On March 24, 2014, the FOP filed 2 separate contract grievances alleging that transitioning FOP retirees to an EGWP plus Wrap prescription drug plan violates the collective bargaining agreement.<sup>2</sup> The grievance is ongoing. The County Attorney’s Office is defending the grievance. The Executive’s position is that the

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<sup>2</sup> MCGEO and the IAFF have not filed similar grievances over the Executive’s proposed move to EGWP plus Wrap.

move to an EGWP plus Wrap prescription plan does not violate the agreement. The Council does not need to wait for the resolution of this grievance. As discussed in the background, the Council has the authority to mandate the move to an EGWP plus Wrap plan even if it is inconsistent with the collective bargaining agreement.

**Council staff recommendation:** To the extent that the move to an EGWP plus Wrap plan is inconsistent with the collective bargaining agreement with FOP, disapprove the provision on prescription drug plans for retirees and mandate the move to EGWP plus Wrap. The savings are substantial and the move is unlikely to change the value of the prescription drug benefit received by Medicare-eligible retirees.

<u>This packet contains:</u>	<u>Circle #</u>
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Proposed Resolution for FOP Agreement	2
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OFFICE OF THE COUNTY EXECUTIVE  
ROCKVILLE, MARYLAND 20850

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Isiah Leggett  
County Executive

MEMORANDUM

April 1, 2014

TO: Craig Rice, President  
Montgomery County Council

FROM: Isiah Leggett, County Executive

SUBJECT: Current Collective Bargaining Agreement between the County and FOP

I have attached for the Council's review the current collective bargaining agreement between the Montgomery County Government and the Fraternal Order of Police Montgomery County Lodge 35, Inc. for the years July 1, 2012 through June 30, 2015 (FOP Contract). For FY15, the FOP Contract calls for a general wage adjustment of 2.1 percent, maintaining increments, and a make-up of 1.75 percent service increment.

I have attached a summary of the components of the FOP Contract that would take effect for the first time in FY15 and have a fiscal impact in FY15.

Attachments

cc: Joseph Adler, Director, Office of Human Resources  
Jennifer Hughes, Director, Office of Management and Budget  
Marc Hansen, County Attorney, Office of the County Attorney

RECEIVED  
MONTGOMERY COUNTY  
COUNCIL

2014 APR - 1 PM 4: 33

Resolution No: \_\_\_\_\_  
Introduced: April 8, 2014  
Adopted: \_\_\_\_\_

**COUNTY COUNCIL  
FOR MONTGOMERY COUNTY, MARYLAND**

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By: Government Operations and Fiscal Policy Committee

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**Subject: Collective Bargaining Agreement with Fraternal Order of Police**

**Background**

1. Section 510 of the County Charter requires the County Council to provide by law for collective bargaining with binding arbitration with an authorized representative of the County police officers.
2. Chapter 33, Article V of the County Code implements Section 510 of the Charter and provides for collective bargaining with representatives of certain police officers and for review of the resulting agreement by the County Council.
3. On April 1, 2014, the County Executive submitted to the Council an agreement between the County government and Fraternal Order of Police for the years July 1, 2012 through June 30, 2015. A copy of the Agreement is attached to this Resolution.
4. The County Executive outlined the terms and conditions of the collective bargaining agreement that require or may require an appropriation of funds or changes in any County law or regulation in FY15.
5. The Government Operations and Fiscal Policy Committee considered the Agreement and made recommendations at a worksession on April 24, 2014.
6. The County Council has considered these terms and conditions and is required by law to indicate on or before May 1 its intention regarding the appropriation of funds or any legislation or regulations required to implement the agreement.

**Action**

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

The County Council intends to reject/approve full funding and disapprove/approve the following amendments:

1. 2.1% general wage adjustment for all bargaining unit members on the first pay period after July 1, 2014.
2. 3.5% service increments for all eligible members.
3. 1.75% service increment for FY11 for all eligible members on the first pay period after February 1, 2015.
4. Tuition assistance cap at \$135,000.

The Council intends to approve the group insurance provisions as they were approved in the FY13 operating budget and as they are included in the Executive's Recommended FY15 operating budget. To the extent that this approval is inconsistent with any provision of the collective bargaining agreement, that provision is disapproved. The Council intends to approve all other provisions of the Agreement subject to Council review.

This is a correct copy of Council action.

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Linda M. Lauer, Clerk of the Council

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**Current Agreement between the Montgomery County Government and the Fraternal  
Order of Police, Montgomery County Lodge 35, Inc.**

The Montgomery County Government (Employer) and the Fraternal Order of Police, Montgomery County Lodge 35, Inc. (Union), negotiated economic changes for Fiscal Year 2015 listed below to be effective July 1, 2014, during term bargaining.

\* \* \*

**Article 28 Service Increments**

*Section A. Service Increments*

1. A service increment is a 3.5% increase in salary which may be granted annually, upon approval of the chief of police or designee, to each employee having merit status who assumes the duties and responsibilities of their position at an acceptable level of competence as determined through performance evaluation or in accordance with this Agreement and whose work generally meets expectations. Service increments are earned by performance of work at an acceptable level of competence. An employee cannot be awarded a service increment automatically or solely on the basis of length of service.
2. Each employee is eligible to be considered each year for a service increment award to be effective on the assigned increment date. A service increment may be granted only to the extent that an employee's salary does not exceed the maximum salary for the assigned grade.

The FY11, FY12 and FY13 service increments were not funded by the Montgomery County Council. For the term of this agreement the FY12 and FY13 service increments shall continue to be deferred.

\* \* \*

**Article 36 Wages**

*Section A. Wages.* Effective July 1, 2007, the salary schedule shall be increased by adding \$3,151 at Step 0, Year 1 with increments and promotions for all other steps and pay grades calculated from the new Step 0, Year 1 basis. Increments and longevity shall continue to be calculated as required by Article 28. The percentage increases upon promotion shall continue (up to the maximum for each rank) to be: 5% between PO I and PO II; 5% PO II and PO III; 5% between PO III and MPO; 10% between MPO and Sergeant; and, subject to Section D, *infra*, 5% between POC and POI.

The four and one-quarter (4.25) percent wage increase scheduled to take effect in the first full pay period following July 1, 2009 shall be postponed, and shall not be effective during fiscal year 2010, 2011, 2012 [and] 2013, 2014, and 2015. Salary-based benefits shall not be diminished as a result of the postponement, and such benefits will be calculated as if the postponed wage increase had been received as scheduled. [Appendix T]

The County agrees to pay a \$2,000 lump sum payment in FY2013 to employees who are actively employed by the County on that date. This payment will be made in one lump sum, by separate payment, at the conclusion of the first full pay period of FY2013. Employees who are unpaid leave and return to work during FY2013 shall receive the \$2,000 lump sum on their date of return to the workforce

and will receive their payment by separate payment following their return to active employment with the County. The lump sum payment is considered regular earnings for income, withholding, and employment tax purposes. The payment will not be added to the employees' base salary. These payments are not considered "regular earnings" for retirement/life insurance purposes and employees will not receive any retirement/life insurance benefits based on these payments. Employees will not be required to contribute toward their retirement for this payment.

Effective the first full pay period after July 1, 2013, each unit member shall receive a wage increase of two and one-tenth percent (2.1%). Each unit member whose service increment was deferred during FY2011, FY2012 and/or FY2013, and who is otherwise eligible, shall receive a salary adjustment of 1.75% effective the first full pay period following February 1, 2014.

Effective the first full pay period following July 1, 2014, each unit member shall receive a wage increase of two and one-tenth percent (2.1%). Each unit member whose service increment was deferred during FY2011, FY2012 and/or FY2013, and who is otherwise eligible, shall receive a salary adjustment of 1.75% effective the first full pay period following February 1, 2015.

\* \* \*

**Summary of Economic Impact Items in the Labor Agreement with FOL Executive 1 2015**

No.	Article	Subject	Summary of Change	Requires Appropriation of funds	Present or Future Fiscal Impact	Requires Legislative Change	Requires Regulation Change	Notes
####	28.A	Service Increments	3.5% Service increments will be reinstated for FY2015  FY2012 and FY2013 service increments shall continue to be deferred	Yes	Yes	No	No	See fiscal impact statement.
####	36.A	Wages	The FY2010 4.25% wage increase will not be effective in 2015  Effective the first full pay period following July 1, 2014, members will receive a 2.1% wage increase. Each eligible member whose service increment was deferred during FY2011, FY2012 and/or FY2013 will receive a salary adjustment of 1.75% effective the first full pay period following February 1, 2015.	Yes	Yes	No	No	See fiscal impact statement.

**MEMORANDUM OF AGREEMENT  
BETWEEN  
THE MONTGOMERY COUNTY GOVERNMENT  
AND THE  
FRATERNAL ORDER OF POLICE, MONTGOMERY COUNTY LODGE 35, INC.**

The Montgomery County Government (Employer) and the Fraternal Order of Police, Montgomery County Lodge 35, Inc. (Union), agree to amend the Collective Bargaining Agreement effective July 2, 2012 for the employees in the Police Bargaining Unit as follows:

Please use the following key when reading this agreement:

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

\* \* \*

**Article 6 Clothing Allowance**

*Section A.* [Effective July 1, 2007 the clothing allowance will be the following amounts for eligible employees:

Category	Annual Amount
Formal & Variety	\$1176
SAT	\$758
Casual	\$500
Partial	\$343

Effective July 1, 2008 the clothing allowance will be the following amounts for eligible employees:

Category	Annual Amount
Formal & Variety	\$1213
SAT	\$782
Casual	\$516
Partial	\$354]

Effective July 1, [2009] 2013 the clothing allowance will be the following amounts for eligible employees:

Category	Annual Amount
Formal & Variety	[\$1251] <u>\$1338</u>
SAT	[\$806] <u>\$862</u>
Casual	[\$532] <u>\$569</u>
Partial	[\$365] <u>\$391</u>

All Unit members who wear non-uniform clothing to be placed in a category under this section. Categories are to be agreed by the parties.

\* \* \*

## Article 24 Insurance Coverage and Premiums

\* \* \*

Section C. Prescription Drug Plan. Effective January 1, 2009, the County shall provide prescription plans (Prescription Drug Plan - \$5/\$10 co-pays and Modified Prescription Drug Plan Option - \$10/\$20/\$35 co-pays with a \$50 deductible) for all active employees. Employees who select the Modified Plan Option shall pay 20% of the cost of the Modified Prescription Drug Plan Option. The Employer shall pay the remaining 80% of the Modified Prescription Drug Plan Option. For employees who select the Prescription Drug Plan, the employer shall pay 80% of the total premium cost of the Modified Prescription Drug Plan Option and the employee shall pay the remainder of the prescription drug plan premium.

Both prescription drug 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.

Both prescription plans shall provide/require that if an employee fills a prescription at retail more than twice, rather than utilizing mail-order, the member shall pay the difference.

Except as otherwise provided herein, costs shall be shared as provided in §A. If, during the term of this Agreement, the parties agree to a Canadian drug program as an employee option, that plan may be implemented.

Effective January 1, 2014, the Prescription Drug Plan will no longer offer the 90-day post formulary change grace period granted upon formulary changes. Plan participants affected by formulary changes shall be notified a minimum of 90 days prior to the effective date of the formulary change. The employer shall approve up to a 90 day post formulary change grace period for members based upon the members' particular circumstances.

\* \* \*

## Article 28 Service Increments

### Section A. Service Increments

1. A service increment is a 3.5% increase in salary which may be granted annually, upon approval of the chief of police or designee, to each employee having merit status who assumes the duties and responsibilities of their position at an acceptable level of competence as determined through performance evaluation or in accordance with this Agreement and whose work generally meets expectations. Service increments are earned by performance of work at an acceptable level of competence. An employee cannot be awarded a service increment automatically or solely on the basis of length of service.
2. Each employee is eligible to be considered each year for a service increment award to be effective on the assigned increment date. A service increment may be granted only to the extent that an employee's salary does not exceed the maximum salary for the assigned grade.

The FY11, FY12 and FY13 service increments were not funded by the Montgomery County Council. For the term of this agreement the FY12 and FY13 service increments shall continue to be deferred.

\* \* \*

### Article 31 Reopener

\* \* \*

#### Section G. Reopener Matters.

1. On or before September 1, 2013, there shall be a reopener for the purpose of bargaining over any issue(s) determined to be subject to bargaining by the Permanent Umpire pursuant to a filing of a charge of engaging in prohibited practices. The deadline by which bargaining on any specific issue must be completed and after which the impasse procedure must be implemented shall be September 30, 2013.
2. On or before March 2, 2014, there shall be a reopener for the purpose of bargaining over any issue(s) determined to be subject to bargaining by the Permanent Umpire pursuant to a filing of a charge of engaging in prohibited practices. The deadline by which bargaining on any specific issue must be completed and after which the impasse procedure must be implemented shall be March 31, 2014.
3. On or before September 1, 2014, there shall be a reopener for the purpose of bargaining over any issue(s) determined to be subject to bargaining by the Permanent Umpire pursuant to a filing of a charge of engaging in prohibited practices. The deadline by which bargaining on any specific issue must be completed and after which the impasse procedure must be implemented shall be September 30, 2014.

The parties will schedule arbitrators for all three reopener sessions by no later than July 15, 2013. If no issues determined to be subject to bargaining are pending for a particular reopener session, the scheduled arbitrator will be cancelled by the arbitrator's cancellation date. Any issues subsequently determined to be subject to bargaining will be bargained and, if necessary, taken to arbitration, during the next reopener

\* \* \*

### Article 36 Wages

*Section A. Wages.* Effective July 1, 2007, the salary schedule shall be increased by adding \$3,151 at Step 0, Year 1 with increments and promotions for all other steps and pay grades calculated from the new Step 0, Year 1 basis. Increments and longevity shall continue to be calculated as required by Article 28. The percentage increases upon promotion shall continue (up to the maximum for each rank) to be: 5% between PO I and PO II; 5% PO II and PO III; 5% between PO III and MPO; 10% between MPO and Sergeant; and, subject to Section D, *infra*, 5% between POC and POI.

The four and one-quarter (4.25) percent wage increase scheduled to take effect in the first full pay period following July 1, 2009 shall be postponed, and shall not be effective during fiscal year 2010, 2011, 2012 [and] 2013, 2014, and 2015. Salary-based benefits shall not be diminished as a result of the postponement, and such benefits will be calculated as if the postponed wage increase had been received as scheduled. [Appendix T]

The County agrees to pay a \$2,000 lump sum payment in FY2013 to employees who are actively employed by the County on that date. This payment will be made in one lump sum, by separate payment, at the conclusion of the first full pay period of FY2013. Employees who are unpaid leave and

return to work during FY2013 shall receive the \$2,000 lump sum on their date of return to the workforce and will receive their payment by separate payment following their return to active employment with the County. The lump sum payment is considered regular earnings for income, withholding, and employment tax purposes. The payment will not be added to the employees' base salary. These payments are not considered "regular earnings" for retirement/life insurance purposes and employees will not receive any retirement/life insurance benefits based on these payments. Employees will not be required to contribute toward their retirement for this payment.

Effective the first full pay period after July 1, 2013, each unit member shall receive a wage increase of two and one-tenth percent (2.1%). Each unit member whose service increment was deferred during FY2011, FY2012 and/or FY2013, and who is otherwise eligible, shall receive a salary adjustment of 1.75% effective the first full pay period following February 1, 2014.

Effective the first full pay period following July 1, 2014, each unit member shall receive a wage increase of two and one-tenth percent (2.1%). Each unit member whose service increment was deferred during FY2011, FY2012 and/or FY2013, and who is otherwise eligible, shall receive a salary adjustment of 1.75% effective the first full pay period following February 1, 2015.

\* \* \*

#### **Article 41 Shift Differential**

*Section A. Amount.* [Officers shall receive one dollar and twenty-four cents (\$1.24) for each hour worked on a work shift that begins on or after 12:00 noon and prior to 7:59 p.m., and one dollar and sixty-five cents (\$1.65) for each hour worked on a shift that begins on or after 8:00 p.m. and before 5:59 a.m. The hourly pay differential shall increase to one dollar and twenty-eight cents (\$1.28) and one dollar and seventy cents (\$1.70) respectively, effective the first full pay period following July 1, 2008. The hourly pay differential shall increase to one dollar and thirty-three cents (\$1.33) and one dollar and seventy-five cents (\$1.75) respectively, effective the first full pay period following July 1, 2009.] Effective the first full pay period following July 1, 2013, officers shall receive one dollar and forty-two cents (\$1.42) for each hour worked on a work shift that begins on or after 12:00 noon and prior to 7:59 p.m., and one dollar and eighty-seven cents (\$1.87) for each hour worked on a shift that begins on or after 8:00 p.m. and before 5:59 a.m.

\* \* \*

#### **Article 47 Duration of Contract**

This agreement shall become effective on July 1, 2012, and terminate on June 30, [2014] 2015.

\* \* \*

#### **Article 71 Employee Benefits Committee.**

1. Effective July 1, 2013, the parties shall jointly establish an Employee Benefits Committee through December 31, 2013 (which may include any other employee organization) to study, review, and evaluate the feasibility of establishing a union health care trust, joint healthcare trust or Union administered plan for possible implementation no later than January 1, 2015.
2. The Committee shall be composed of three (3) members appointed by the bargaining unit and three (3) members appointed by the County. In addition, each party may appoint one alternate member to the Committee. Either party may remove or replace its appointees at any time.

3. The Union representatives and the County representatives on the Committee shall each appoint a co-chair of the Committee from the three (3) members selected by the County and three (3) members selected by the FOP.
4. The Committee shall meet no less than once monthly and additionally as necessary at the request of both co-chairs upon notice.
5. Either party may appoint one or more 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).
6. The Committee shall prepare a report of findings or recommendations for the parties regarding proposed changes in employee benefit administration no later than December 31, 2013.
7. This section may be modified by written agreement of the parties.

**Memorandum of Agreement**  
**between**  
**Fraternal Order of Police Montgomery County Lodge 35, Inc.**  
**and**  
**the Montgomery County Government**  
**For July 1, 2012 to June 30, 2015**

The Parties hereto, the Fraternal Order of Police, Lodge 35 and Montgomery County Maryland, agree to amend the Collective Bargaining Agreement effective July 1, 2012, for the employees in the Police bargaining unit, as follows.

- 
1. The County Executive shall make a good faith effort to have all terms and conditions implemented by Council action. The County Executive shall take all actions within his legal authority necessary to obtain the approval and funding for this Agreement from the Montgomery County Council including, but not limited to, proposing legislation, estimating the cost of this Agreement for the County Council, and making public statements and press releases in favor of this Agreement.
  
  2. All terms of the July 1, 2012 to June 30, 2014 Collective Bargaining Agreement, and the Side Letters and Appendices thereto, continue unchanged, subject to the following amendments.
  
  3. **Article 6 Clothing Allowance.** Replace Article 6, Section A, with the following:

**Article 6 Clothing Allowance**

*Section A.* Effective July 1, 2013 the clothing allowance will be the following amounts for eligible employees:

Category	Annual Amount
Formal & Variety	<del>\$1251</del> \$1338

SAT	\$806 \$862
Casual	\$532 \$569
Partial	\$365 \$391

All unit members who wear non-uniform clothing to be placed in a category under this section. Categories are to be agreed by the parties.

4. **Article 24, Insurance Coverage and Premiums, Section C.** Amend Article 24, *Section C*, by adding the following paragraph:

Effective January 1, 2014, the Prescription Drug Plan will no longer offer the 90-day post formulary change grace period granted upon formulary changes. Plan participants affected by formulary changes shall be notified a minimum of 90 days prior to the effective date of the formulary change. The employer shall approve up to a 90 day post formulary change grace period for members based upon the members' particular circumstances.

5. **Article 28, Service Increments.** Amend Article 28, *Section A*, as follows:

*Section A. Service Increments.*

1. A service increment is a 3.5% increase in salary which may be granted annually, upon approval of the chief of police or designee, to each employee having merit status who assumes the duties and responsibilities of their position at an acceptable level of competence as determined through performance evaluation or in accordance with this Agreement and whose work generally meets expectations. Service increments are earned by performance of work at an acceptable level of competence. An employee cannot be awarded a service increment automatically or solely on the basis of length of service.
2. Each employee is eligible to be considered each year for a service increment award to be effective on the assigned increment date. A service increment may be granted only to the extent that an employee's salary does not exceed the maximum salary for the assigned grade.

The FY11, FY12 and FY13 service increments were not funded by the **Montgomery County Council**. For the term of this agreement the FY12 and FY13 service increments shall continue to be deferred.

6. **Article 31, Reopener:** Add to Article 31 a new Section G:

## Article 31 Reopener

\* \* \*

### Section G. *Reopener Matters.*

1. On or before September 1, 2013, there shall be a reopener for the purpose of bargaining over any issue(s) determined to be subject to bargaining by the Permanent Umpire pursuant to a filing of a charge of engaging in prohibited practices. The deadline by which bargaining on any specific issue must be completed and after which the impasse procedure must be implemented shall be September 30, 2013.
2. On or before March 2, 2014, there shall be a reopener for the purpose of bargaining over any issue(s) determined to be subject to bargaining by the Permanent Umpire pursuant to a filing of a charge of engaging in prohibited practices. The deadline by which bargaining on any specific issue must be completed and after which the impasse procedure must be implemented shall be March 31, 2014.
3. On or before September 1, 2014, there shall be a reopener for the purpose of bargaining over any issue(s) determined to be subject to bargaining by the Permanent Umpire pursuant to a filing of a charge of engaging in prohibited practices. The deadline by which bargaining on any specific issue must be completed and after which the impasse procedure must be implemented shall be September 30, 2014.

The parties will schedule arbitrators for all three reopener sessions by no later than July 15, 2013. If no issues determined to be subject to bargaining are pending for a particular reopener session, the scheduled arbitrator will be cancelled by the arbitrator's cancellation date. Any issues subsequently determined to be subject to bargaining will be bargained and, if necessary, taken to arbitration, during the next reopener.

7. **Article 36, Wages:** Add a new paragraph to Article 36, Section A as follows:

### Article 36 Wages

*Section A. Wages.* Effective July 1, 2007, the salary schedule shall be increased by adding \$3,151 at Step 0, Year 1 basis. Increments and longevity shall continue to be calculated as required by Article 28. The percentage increases upon promotion shall continue (up to the maximum for each rank) to be: 5% between PO I and PO II; 5% PO II and PO III; 5% between PO III and MPO; 10% between MPO and Sergeant; and, subject to Section D, *infra*, 5% between POC and POI.

The four and one-quarter (4.25) percent wage increase scheduled to take effect in the first full pay period following July 1, 2009 shall be postponed, and shall not be effective during fiscal year 2010, 2011, 2012, ~~and 2013~~, **2014 and 2015**. Salary-based benefits shall not be diminished as a result of the postponement, and such benefits will be

calculated as if the postponed wage increase had been received as scheduled.  
[Appendix T]

The County agrees to pay a \$2,000 lump sum payment in FY2013 to employees who are actively employed by the County on that date. This payment will be made in one lump sum, by separate payment, at the conclusion of the first full pay period of FY2013. Employees who are unpaid leave and return to work during FY2013 shall receive the \$2,000 lump sum on their date of return to the workforce and will receive their payment by separate payment following their return to active employment with the County. The lump sum payment is considered regular earnings for income, withholding, and employment tax purposes. The payment will not be added to the employees' base salary. These payments are not considered "regular earnings" for retirement/life insurance purposes and employees will not receive any retirement/life insurance benefits based on these payments. Employees will not be required to contribute toward their retirement for this payment.

**Effective the first full pay period after July 1, 2013, each unit member shall receive a wage increase of two and one-tenth percent (2.1%). Each unit member whose service increment was deferred during FY2011, FY2012 and/or FY2013, and who is otherwise eligible, shall receive a salary adjustment of 1.75% effective the first full pay period following February 1, 2014.**

**Effective the first full pay period following July 1, 2014, each unit member shall receive a wage increase of two and one-tenth percent (2.1%). Each unit member whose service increment was deferred during FY2011, FY2012 and/or FY2013, and who is otherwise eligible, shall receive a salary adjustment of 1.75% effective the first full pay period following February 1, 2015.**

8. **Article 41, Shift Differentials.** Replace Article 41, *Section A*, with the following:

**Article 41 Shift Differential**

*Section A. Amount.* Effective the first full pay period following July 1, 2013, officers shall receive one dollar and forty-two cents (\$1.42) for each hour worked on a work shift that begins on or after 12:00 noon and prior to 7:59 p.m., and one dollar and eighty-seven cents (\$1.87) for each hour worked on a shift that begins on or after 8:00 p.m. and before 5:59 a.m.

9. **Article 47, Duration.** Amend current language as follows:

#### **Article 47 Duration of Contract**

This agreement shall become effective on July 1, 2012, and terminate on June 30, 2014 2015.

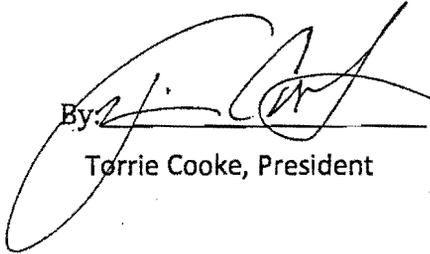
10. **Article 71, Health Trust Committee:** Add the following NEW Article 71 Health Trust Committee :

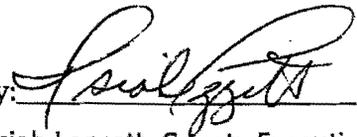
#### **Article 71 Employee Benefits Committee.**

1. Effective July 1, 2013, the parties shall jointly establish an Employee Benefits Committee through December 31, 2013 (which may include any other employee organization) to study, review, and evaluate the feasibility of establishing a union health care trust, joint healthcare trust or Union administered plan for possible implementation no later than January 1, 2015.
2. The Committee shall be composed of three (3) members appointed by the bargaining unit and three (3) members appointed by the County. In addition, each party may appoint one alternate member to the Committee. Either party may remove or replace its appointees at any time.
3. The Union representatives and the County representatives on the Committee shall each appoint a co-chair of the Committee from the three (3) members selected by the County and three (3) members selected by the FOP.
4. The Committee shall meet no less than once monthly and additionally as necessary at the request of both co-chairs upon notice.
5. Either party may appoint one or more 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).
6. The Committee shall prepare a report of findings or recommendations for the parties regarding proposed changes in employee benefit administration no later than December 31, 2013.
7. This section may be modified by written agreement of the parties.

IN WITNESS WHEREOF, the parties hereto have caused their names to be subscribed hereto by their duly authorized officer and representatives, this 11 day of ~~February~~ <sup>March</sup>, 2013.

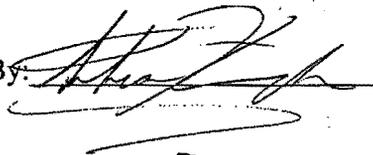
Fraternal Order of Police, Lodge 35, Inc.:      Montgomery County, Maryland:

By:  3/11/13  
Torrie Cooke, President      Date

By:  4/1/11  
Isiah Leggett, County Executive      Date

By: \_\_\_\_\_  
Marc Zifcak, Chief Negotiator      Date

Approved as to form and legality  
Office of the County Attorney

By:  3/28/13  
Date

**Memorandum of Understanding between  
Fraternal Order of Police Montgomery County Lodge 35, Inc. and  
the Montgomery County Government  
Montgomery County Maryland  
For July 1, 2012 to June 30, 2015**

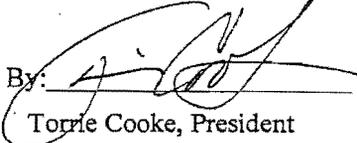
This Memorandum of Understanding between the Montgomery County Government (hereinafter, the "County") and the Fraternal Order of Police Montgomery County Maryland Lodge 35, Inc. (hereinafter the "FOP") hereby memorializes the agreements between the parties, arising out of collective bargaining negotiations that occurred during November, 2012 through January, 2013.

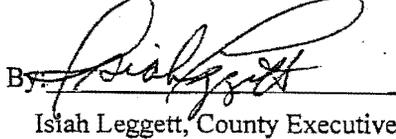
1. The parties acknowledge that certain provisions of the Collective Bargaining Agreement are inconsistent with Montgomery County Council Resolution No. 17-149 and Bill 11-11, which are currently the subject of a legal challenge filed by the FOP.
2. The parties accordingly have reached no agreement regarding the subject matter covered in these provisions.
3. By amending the a Collective Bargaining Agreement effective July 1, 2012 through June 30, 2014, (now June 30, 2015) the parties do not intend to affect the rights or positions of the parties on any subject matters covered in any litigation between the parties as it relates to the matters covered in the Resolution and Bill.

IN WITNESS WHEREOF, the parties hereto have caused their names to be subscribed hereto by their duly authorized officer and representatives, this \_\_\_\_\_ day of February, 2013.

**Fraternal Order of Police, Lodge 35, Inc.:**

**Montgomery County, Maryland:**

By:  3/11/13  
Torrie Cooke, President Date

By:  4/1/13  
Isiah Leggett, County Executive Date

By: \_\_\_\_\_  
Marc Zifcak, Chief Negotiator Date

Approved as to form and legality  
Office of the County Attorney

By:  3/28/13  
Date

GOVT



BD  
CC  
SBF  
LL  
EMC  
JF  
OIO

OFFICE OF THE COUNTY EXECUTIVE  
ROCKVILLE, MARYLAND 20850

Isiah Leggett  
County Executive

MEMORANDUM

April 1, 2014

TO: Craig Rice, President  
Montgomery County Council

FROM: Isiah Leggett, County Executive

SUBJECT: Current Collective Bargaining Agreement between the County and IAFF

I have attached for the Council's review the current collective bargaining agreement between the Montgomery County Government and the Montgomery County Career Fire Fighters Association, International Association of Fire Fighters, Local 1664 (IAFF) for the years July 1, 2013 through June 30, 2016 (IAFF Contract). For FY15, the IAFF Contract calls for a general wage adjustment of 2.75 percent, and maintaining increments. Additionally, the contract calls for a \$200 increase to special duty differentials and the payment of the FY2012 postponed service increment.

I have attached a summary of the components of the IAFF Contract that would take effect for the first time in FY15 and have a fiscal impact in FY15.

Attachments

cc: Joseph Adler, Director, Office of Human Resources  
Jennifer Hughes, Director, Office of Management and Budget  
Marc Hansen, County Attorney, Office of the County Attorney

RECEIVED  
MONTGOMERY COUNTY  
COUNCIL

2014 APR - 1 PM 4: 33

Resolution No: \_\_\_\_\_  
Introduced: April 8, 2014  
Adopted: \_\_\_\_\_

COUNTY COUNCIL  
FOR MONTGOMERY COUNTY, MARYLAND

---

By: Government Operations and Fiscal Policy Committee

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Subject: **Collective Bargaining Agreement with Career Fire Fighters Association**

**Background**

1. Section 510A of the County Charter authorizes the County Council to provide by law for collective bargaining with binding arbitration with authorized representatives of County career fire fighters.
2. Chapter 33, Article X of the County Code implements Section 510A of the Charter and provides for collective bargaining by the County Executive with the certified representatives of the County's fire fighters and for review of the resulting contract by the Council.
3. On April 1, 2014, the County Executive submitted to the Council a collective bargaining agreement between the County government and the International Association of Fire Fighters, effective July 1, 2013 through June 30, 2016. The Agreement is attached to this Resolution.
4. The Executive has submitted to the Council the terms and conditions of the collective bargaining agreement that require or may require an appropriation of funds or changes in any County law or regulation in FY15.
5. The Government Operations and Fiscal Policy Committee considered and made recommendations concerning the agreement at a worksession on April 24, 2014.
6. The County Council has considered these terms and conditions and is required by law to indicate on or before May 1 its intention regarding the appropriation of funds or any legislation or regulations required to implement the agreement.

**Action**

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

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

1. 2.75% general wage adjustment for all bargaining unit members on the first pay period after July 1, 2014.
2. 3.5% longevity increment for all eligible bargaining unit members with 20 or 28 years of service.
3. 3.5% service increments for all eligible bargaining unit members.
4. 3.5% FY12 service increment for eligible members payable on the pay period beginning June 14, 2015.
5. Increase special duty differentials by \$200.
6. Class B driver training class funding.
7. Tuition Assistance.

The Council intends to approve the group insurance provisions as they were approved in the FY13 operating budget and as they are included in the Executive's Recommended FY15 operating budget. To the extent that this approval is inconsistent with any provision of the collective bargaining agreement, that provision is disapproved. The Council intends to approve all other provisions of the Agreement subject to Council review.

This is a correct copy of Council action.

Linda M. Lauer, Clerk of the Council

**Current Agreement between the Montgomery County Government and the Montgomery County Career Fire Fighters Association, International Association of Fire Fighters Local 1664**

The Montgomery County Government (Employer) and the Montgomery County Career Fire Fighters, International Association of Fire Fighters, Local 1664 (Union), negotiated economic changes for Fiscal Year 2015 listed below to be effective July 1, 2014, during term bargaining.

\* \* \*

**Article 17  
Special Duty Differentials**

**Section 17.1 Disposition of Assignment Pay Differentials**

\* \* \*

**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 Enforcement Division 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.

\* \* \*

**Article 19**

**Wages**

**Section 19.1 Wage Increase**

- A. Effective 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.

\* \* \*

- 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**

\* \* \*

- 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.

\* \* \*

**Article 29  
Promotions**

\* \* \*

**Section 29.6 Class Schedule for Promotions**

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

\* \* \*

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

\* \* \*

**Section 55.8 Postponement of Service Increments**

Service increments that eligible bargaining unit employees were scheduled to receive in Fiscal Year 2011 pursuant to the 7/1/08 - 6/30/11 Collective Bargaining Agreement, but which the County Council elected not to fund for FY 2011, shall be granted during the pay period beginning April 6, 2014. Similarly, the FY 2012 service increment 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 3<sup>rd</sup> year of the contract as described in Article 50. However, no bargaining unit employee shall lose service credit for purposes of progression within the uniform pay plan.

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

\* \* \*

**Summary of Economic Impact Items in the Labor Agreement with IAFU Executive 2013**

No.	Article	Subject	Summary of Change	Requires Appropriation of funds	Present or Future Fiscal Impact	Requires Legislative Change	Requires Regulation Change	Notes
1	17.1	Assignment Pay Differentials	Increase of all special duty differentials by \$200	yes	yes	no	no	See fiscal impact statement
2	19.1	Longevity (LS2)	Continue the 3.5% LS2 increase for eligible employees who reach 28 years of service	yes	yes	no	no	See fiscal impact statement
3	19.1	Wage Increase	2.75% increase to base salary effective the first full pay period on or after July 1, 2014	yes	yes	no	no	See fiscal impact statement
4	19.2	Longevity (LS)	Continue the 3.5% LS increase for eligible employees who reach 20 years of service	yes	yes	no	no	See fiscal impact statement
5	19.2	Salary Schedule	The FY2011 pay plan adjustment will be postponed through FY2015 and will be subject to a reopener for FY2016	no	no	no	no	
6	29.6	Class Schedule for Promotions	The Department submit a budget that provides for one Class B driver training course for every 12 employees holding the rank of Firefighter/Rescuer II on July 1 of each year of the agreement.	yes	yes	no	no	Dependant on number FFIs in each year
7	50.1	Duration of Contract	July 1, 2013 - June 30, 2016  In 2nd year of contract reopener on following item: wages, service increments, longevity, special duty differentials, casual leave, workers' compensation, and disability leave to begin by November 1, 2014  Random drug testing will also be part of the reopener but not subject to impasses procedures	no	yes	no	no	
8	55.8	Postponed Service Increments	The FY2012 postponed service increment will be paid to eligible employees during the pay period beginning June 14, 2015  The FY2013 postponed service increment will not be paid in FY2015 and will be subject to a re-opener in the third year	yes	yes	no	no	See fiscal impact statement
9	55.8	Service Increments	Effective July 1, 2014, eligible employees will receive an annual service increment on their anniversary date	yes	yes	no	no	See fiscal impact statement

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

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

Please use the following key when reading this agreement:

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

The parties agree to amend the contract as follows:

**Article 2  
Organizational Security**

\* \* \*

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

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

**Section 2.10 Non-discrimination of IAFF Officials**

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

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

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

\* \* \*

#### **Article 4 Visitation**

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

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

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

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

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

\* \* \*

#### **Article 6 Annual Leave**

\* \* \*

#### **Section 6.14 Casual Leave Procedure:**

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

\* \* \*

**Article 7  
Sick Leave**

\* \* \*

**Section 7.14 Sick Leave Donor Program**

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

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

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

\* \* \*

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

\* \* \*

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

\* \* \*

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

\* \* \*

**Article 11  
Family Medical Leave**

\* \* \*

**Section 11.5 Use of FMLA leave**

\* \* \*

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

\* \* \*

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

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

\* \* \*

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

\* \* \*

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

\* \* \*

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

\* \* \*

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

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

\* \* \*

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

\* \* \*

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

\* \* \*

**Article 14  
Overtime**

\* \* \*

Section 14.1 Policy

\* \* \*

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

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

\* \* \*

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

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

1. Bargaining unit employees in the ranks of Fire/Rescue Captain and Fire/Rescue Lieutenant shall not be hired on overtime for ALS transport units unless no other employees in other rank classifications are available to work.
2. Bargaining unit employees in the ranks of Fire/Rescue Captain and Fire/Rescue Lieutenant shall be hired on overtime for officer positions on Engines, Trucks and Rescue Squads prior to bargaining unit employees in other rank classifications.
3. Bargaining unit employees in the rank of Master Fire Fighter / Rescuer shall be hired on overtime for Primary Driver positions on Engines, Trucks and

Rescue Squads within their assigned station prior to bargaining unit employees in other rank classifications.

4. Bargaining unit employees in the rank classifications of Fire Fighter / Rescuer I, Fire Fighter / Rescuer II and Fire Fighter / Rescuer III shall be given priority to be hired on overtime in Fire Fighter positions until the list of qualified bargaining unit Fire Fighters has been exhausted.

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

\* \* \*

## Article 17 Special Duty Differentials

### Section 17.1 Disposition of Assignment Pay Differentials

\* \* \*

A. Hazardous Materials

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

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

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

B. Self Contained Breathing Apparatus Technician

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

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

C. Fire Code Compliance Section [Enforcement Division]

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

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

D. Fire Investigations Unit

Assignment:     ~~[\$1,800]~~ \$1,837

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

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

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

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

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

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

Response Team Cert: \$407

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

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

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

Response Team Cert: \$407

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

- H. Scheduler

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

Backup Scheduler:     \$407

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

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

#### Section 17.2 Special Pay Differentials:

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

- A. Cardiac Rescue Technician

Assignment:     \$4,315

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

B. Emergency Medical Technician - Paramedic

Assignment:

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

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

Assignment:

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

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

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

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

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

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

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

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

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

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

Credential Years:

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

\* \* \*

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

\* \* \*

**Section 18.2 Compensation**

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

\* \* \*

**Article 19**  
**Wages**

**Section 19.1 Wage Increase**

- [A. Effective the first full pay period on or after July 1, 2008, the base salary for all bargaining unit members shall be increased by 2 percent.
- B. Effective the first full pay period on or after July 1, 2009, the base salary for all bargaining unit members shall be increased by 4 percent. This 4 percent wage increase which was to be effective the first full pay period on or after July 1, 2009 and which was postponed through a May 2009 Memorandum of Agreement between the parties shall continue to be postponed during FY 2012.]
- [C] A. Effective first full pay period on or after July 1, 2009, add new longevity step at year 28 (LS2 – 3.5%). [No bargaining unit employee otherwise eligible for a 3.5% "LS2" increase to their base pay shall receive such increase in FY 2012. However, no bargaining unit employee shall lose service credit for purposes of progression to LS2] All eligible bargaining unit employees who reach 28 years of service shall receive a 3.5% "LS2" increase to their base pay effective the pay period in which their service anniversary date occurs.
- [D. Effective the first full pay period on or after July 1, 2010, the base salary for all bargaining unit members shall be increased by 3.5%. This 3.5 percent wage increase, which the County Council elected not to fund in FY 2011 or FY 2012, shall be postponed during FY 2012 and FY 2013.

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

- E. Effective the first full pay period on or after July 1, 2010, the base salary for all bargaining unit members shall be increased by 3.5 percent. This 3.5 percent wage increase, which the County Council elected not to fund in FY 2011, shall be postponed during FY 2012.
- F. The 4 percent wage increase scheduled under Section 19.1 C. to be effective the first full pay period on or after July 1, 2009 shall be postponed and shall not be effective during FYIO. Salary-based benefits shall not be diminished as a result of the postponement, and such benefits will be calculated as if the postponed wage increase had been received as scheduled.
- G. The parties recognize the economic situation facing the County, particularly the shortfall in projected revenues for FYIO. The County is calling on all of its employees to come together to deal with this grave situation. The Union and the County Executive, on his own behalf and on behalf of the non-represented employees in County leadership positions, are willing to make financial sacrifices in FYIO, and the parties call on each member of the County Council to make similar sacrifices. Postponement of the general wage increase described in Paragraph 1 above shall be rescinded and the County Executive agrees to promptly seek funding from the County Council to retroactively pay such general wage increase unless (a) the County Executive returns to the County the net mandated pay increase required to go into effect in December 2009 under Section Sec. IA-106 of the Code and (b) no general wage adjustment is given in FYIO to any appointed member of the Senior Management Team. The Parties recognize and agree that this provision does not impact salary schedule step increases.
- H. A \$2,000 lump sum payment shall be made to bargaining unit members who are actively employed by the County on July 1, 2012. This payment will be made in one lump sum, by separate payment, at the conclusion of the first full pay period of FY 2013. The lump sum payment shall be pro-rated for part-time employees. Employees who are on unpaid leave and return to work during FY 2013 will receive their payment by separate payment following their return to active employment with the County. The lump sum payment is considered regular earnings for income, withholding, and employment tax purposes. The payment will not be added to the employees' base salary. These payments are not considered "regular earnings" for retirement or life insurance purposes and employees will not receive any retirement or life insurance benefits based on these payments. Employees will not be required to contribute towards their retirement benefits for this payment.]
- B. Effective the first full pay period on or after July 1, 2013, the base salary for all bargaining unit members shall be increased by 2.75 percent.
- C. Effective the first full pay period on or after July 1, 2014, the base salary for all bargaining unit members shall be increased by 2.75 percent.

Section 19.2 Salary Schedule

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

\* \* \*

- C. Bargaining unit employees shall progress to Step LS on the uniform pay plan upon completion of 20 years of service as a County merit system employee. [No bargaining unit employee otherwise eligible for a 3.5% "LS" increase to their base pay shall receive such increase in FY 2012. However, no bargaining unit employee shall lose service credit for purposes of progression to Step LS.] All eligible bargaining unit employees who reach 20 years of service shall receive a 3.5% "LS" increase to their base pay effective the pay period in which their service anniversary date occurs.
- D. Effective at the beginning of the first full pay period beginning on or after July 1, 2010, a Step P will be added at a rate 3.5% greater than the current Step O. All employees will then receive one service increment increase. The existing Step A will then be removed from the schedule, and the remaining 15 steps will be re-lettered A through O. This pay plan adjustment, which the County Council elected not to fund in FY 2011, shall be postponed [during FY 12] through FY2015. Such pay plan adjustment shall be a subject of the reopener for FY2016.
- E. Effective first full pay period on or after July 1, 2008, five Bargaining Unit employees will advance one step.
- F. Effective first full pay period on or after July 1, 2008, make a one-time lump sum payment of \$3000 to nine Bargaining Unit Members.]

#### Section 19.3 Pay Check Distribution

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

\* \* \*

### Article 20

#### Insurance Benefits Coverage and Premiums

\* \* \*

#### Section 20.2 Health Benefits

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

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

\* \* \*

### Section 20.3 Employee Benefits Committee

- A. The parties hereby jointly establish an Employee Benefits Committee for the purpose of maintaining high quality employee benefits, efficiently provided to County employees at a reasonable cost and to study benefit cost containment programs. The Committee shall consist of three (3) members appointed by the County, and three (3) members appointed by the Union. The Union representatives on this committee shall be considered to be on detail if working during these meetings. Hour for hour compensatory time or pay at the employees' regular hourly rate shall be credited to union representatives who attend meetings on their day off. Either party may remove or replace its appointees at any time. In addition, either party may appoint one or more outside consultants (whose compensation shall be the responsibility of the appointing party) who shall be permitted to attend all Committee meetings and who shall advise the Committee members on subjects under Committee review. Upon request, either party shall promptly submit to the other party relevant information within a party's possession, custody or control for review by the other party and/or its consultant(s). The Union representatives and County representatives on the Committee shall each appoint a Co-Chair of the Committee from their respective groups. The purposes and functions of the Employee Benefits Committee shall be to: a) review existing employee benefits and their provisions; and b) make findings and/or recommendations to the parties regarding cost containment measures. [The Committee shall meet not less than twice a month during the months of July 2011 through October 2011. A quorum for conducting business shall consist of at least two members appointed by each party. On or before October 31, 2011, the Committee shall present written recommendations to the County Executive and the Union President.]

\* \* \*

- B. The parties agree that during the term of this Agreement the Benefits Committee may review the following subjects as well as any other subjects the parties agree upon.

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

Employee + 1 options  
Treatment Limits  
Medical spending accounts/employer funded  
Prospective retiree prescription and vision benefits  
New/different healthcare providers  
Healthcare provider accreditation  
Prescription drug plan consolidation and co-pays  
Dental and Orthodontic coverage  
Union sponsored or jointly sponsored health insurance plan

\* \* \*

#### Section 20.4

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

\* \* \*

#### Section 20.9 Prescription Drug Plan

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

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

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

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

\* \* \*

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

Effective January 1, 2014, employees shall be able to purchase optional term life insurance in amounts from 1 to 8 times their basic annual earnings subject to a maximum of \$1,000,000. Employees shall pay the full cost for the coverage. This policy will go into effect only if accepted by all bargaining units.

Section 20.13 Access to Group Insurance

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

\* \* \*

**Article 22  
Prevailing Rights**

\* \* \*

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

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

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

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

\* \* \*

**Article 23  
Hours of Work**

\* \* \*

**Section 23.5 Emergency Communications Center**

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

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

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

\* \* \*

**Article 29  
Promotions**

\* \* \*

Section 29.6 Class Schedule for Promotions

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

\* \* \*

**Article 38  
Contract Grievance Procedure**

\* \* \*

Section 38.14 Exclusivity of Forum

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

\* \* \*

**Article 50  
Duration of Contract**

Section 50.1 [~~Two~~] Three Year Agreement

The duration of this Agreement shall be from July 1, [2011] 2013 through June 30, [2013] 2016. [In the first year of the agreement, the parties agree to a re-opener on economic items and any items from the County's 1/31/11 Non-Negotiability Declaration letter which are later determined by the LRA to be negotiable. No element or feature of the DROP program shall be a part of this re-opener. Bargaining for this re-opener shall commence no later than November 1, 2011 and shall follow the procedures set forth in Chapter 33-153 of the Montgomery County Code. The results of the re-opener shall be effective July 1, 2012.] In the second year of the agreement, the parties agree to a re-opener on the following items: wages, service increments, longevity, special duty differentials, casual leave, worker's compensation and disability leave. Bargaining for this re-opener shall commence no later than November 1, 2014 and shall follow the procedures set forth in Chapter 33-153 of the Montgomery County Code. The results of this re-opener shall be effective July 1, 2015 unless mutually agreed by the parties.

In addition, the issue of random drug testing of bargaining unit employees, including applicable standards and procedures, shall be included in the reopener negotiations in the second year of the agreement, except however, that random drug testing shall not be subject to any impasse

resolution procedures. If no agreement is reached, both sides reserve their rights with respect to term bargaining for FY 17.

\* \* \*

**Article 53  
Resignation**

\* \* \*

**Section 53.2 Notice of Resignation**

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

**Section 53.3 Withdrawal of Resignation**

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

\* \* \*

**Article 54  
Tuition Assistance**

\* \* \*

**54.3**

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

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

**Section 54.4**

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

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

D. organization or component of an organization, including a government agency or business, that offers courses or training.

E. All short term training programs must relate to the employee's current job or career ladder in the same job series or profession.

#### Section 54.5

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

\* \* \*

#### Section 54.7

The following do not qualify for tuition assistance:

\* \* \*

D. credit by examination courses (courses in which credit is obtained solely by taking an examination);

E. courses taken outside of the United States; or

F. courses which are primarily recreational, or utilize a specific faith-based method as a primary approach to problem solving or treatment.

#### Section 54.8

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

A. during the employee's off-duty hours; or

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

#### Section 54.9

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

\* \* \*

#### Section 54.11

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

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

\* \* \*

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

\* \* \*

**Section 55.8 Postponement of Service Increments**

Service increments that eligible bargaining unit employees were scheduled to receive in Fiscal Year 2011 pursuant to the 7/1/08 - 6/30/11 Collective Bargaining Agreement, but which the County Council elected not to fund for FY 2011, shall be [postponed through June 30, 2012] granted during the pay period beginning April 6, 2014. Similarly, the FY 2012 service [increments] increment that eligible bargaining unit employees would have otherwise [receive] received in Fiscal Year 2012 in accordance with this Article 55 shall [also be postponed during FY 2012] be granted to eligible bargaining unit employees during the pay period beginning June 14, 2015. The FY 2013 increment that eligible bargaining unit employees would have received in Fiscal Year 2013 shall be postponed during FY2014 and 2015. The FY 2013 service increment shall be a subject of the re-opener for the 3<sup>rd</sup> year of the contract as described in Article 50. However, no bargaining unit employee shall lose service credit for purposes of progression within the uniform pay plan.

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

\* \* \*

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

\* \* \*

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

\* \* \*

- B. For complaints or inquiries subject for review by the Medical Review Committee (MRC) [employees] an employee and the employee's Union representative (if the employee chooses Union representation) must be permitted to review and copy, upon scheduling an appointment at the QA office, the complaining documents and all other relevant documents (including, but not limited to, intake notes taken during the original complaint if the complaint was not made in writing that were used in formulating the investigator's conclusions. Documents shall be redacted to exclude any identifying patient protected health information.
- C. For any complaint or inquiry where the EMS Medical Director proposes a permanent change in and/or removal of the employees pre-hospital care credentials and/or Montgomery County status, the employee and the employee's

Union representative (if the employee chooses Union representation), shall be permitted to appear before the EMS Medical Review Committee and make an oral presentation and/or submit a further written statement and other information prior to the Committee's deliberations. In instances where the employee appears before the EMS Medical Review Committee, the information referred to in Sections A and B above must be provided to the employee no later than [fourteen (14)] twenty-one (21) days prior to the Medical Review committee meeting. No member of a volunteer Local Fire/Rescue Department or Corporation may participate in any deliberations or decision or recommendation affecting a bargaining unit employee's pre-hospital care credentials and/or Montgomery County status. This Committee's decision or recommendation shall be based upon the documents as defined in accordance with this Article and any pertinent law, policy or regulation.

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

\* \* \*

#### APPENDIX VI

#### DROP PLAN FEATURES \*\*

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

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

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

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

\* \* \*

Appendix XII

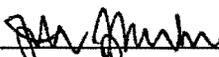
The parties agree to add Council Resolution 17-163 as a new appendix to the agreement.

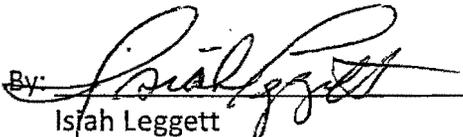
\* \* \*

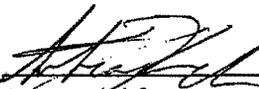
This constitutes the full and complete agreement regarding the collective bargaining agreement between the Employer and the Union, effective July 1, 2013 through June 30, 2016.

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

Montgomery County Government  
Montgomery County, Maryland

By:  3/27/13  
John Sparks  
President

By:   
Isfah Leggett  
County Executive

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

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

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

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

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

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

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

FOR THE UNION:

  
\_\_\_\_\_

FOR THE EMPLOYER:

\_\_\_\_\_

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

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

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OFFICE OF THE COUNTY EXECUTIVE  
ROCKVILLE, MARYLAND 20850

Isiah Leggett  
County Executive

MEMORANDUM

April 1, 2014

TO: Craig Rice, President  
Montgomery County Council

FROM: Isiah Leggett, County Executive

SUBJECT: Current Collective Bargaining Agreement between the County and MCGEO

I have attached for the Council's review the current collective bargaining agreement between the Montgomery County Government and the Montgomery County Government and the Municipal & County Government Employees Organization/United Food and Commercial Workers Union Local 1994 (MCGEO) for the years July 1, 2013 through June 30, 2016 (MCGEO Contract). For FY15, the MCGEO Contract calls for a general wage adjustment of 3.25 percent, a lump sum payment for employees at top of grade not receiving longevity, and maintaining increments. Additionally, the MCGEO Contract calls for an increase to Seasonal Salary Schedule and classification studies.

I have attached a summary of the components of the MCGEO Contract that would take effect for the first time in FY15 and have a fiscal impact in FY15.

Attachments

cc: Joseph Adler, Director, Office of Human Resources  
Jennifer Hughes, Director, Office of Management and Budget  
Marc Hansen, County Attorney, Office of the County Attorney

RECEIVED  
MONTGOMERY COUNTY  
COUNCIL

2014 APR - 1 PM 4: 33

Resolution No: \_\_\_\_\_  
Introduced: April 8, 2014  
Adopted: \_\_\_\_\_

**COUNTY COUNCIL  
FOR MONTGOMERY COUNTY, MARYLAND**

---

By: Government Operations and Fiscal Policy Committee

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**Subject: Collective Bargaining Agreement with Municipal & County Government Employees Organization**

**Background**

1. Section 511 of the County Charter authorizes the County Council to provide by law for collective bargaining, with arbitration or other impasse resolution procedures, with authorized representatives of County Government employees.
2. Chapter 33, Article VII of the County Code implements Section 511 of the Charter and provides for collective bargaining by the County Executive with the certified representatives of County employees and for review of the resulting contract by the County Council.
3. On April 1, 2014, the County Executive submitted to the Council a collective bargaining agreement between the County government and Municipal and County Government Employees Organization effective July 1, 2013 through June 30, 2016. A copy of the Agreement is attached to this Resolution.
4. The Executive has submitted to the Council the terms and conditions of the Agreement that require or may require an appropriation of funds or changes in any County law or regulation.
5. The Government Operations and Fiscal Policy Committee considered the Agreement and made recommendations on April 24, 2014.
6. The County Council has considered these terms and conditions and is required by law to indicate on or before May 1 its intention regarding the appropriation of funds or any legislation or regulations required to implement the agreements.

**Action**

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

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

1. \$3.25% general wage adjustment payable on the first pay period after September 1, 2014.
2. 3.5% service increments for all eligible bargaining unit members.
4. .5% lump sum payment for each active bargaining unit member who is at the top of grade on July 1, 2014 and who is not eligible for a longevity increase in FY15.
5. Mandatory classification studies for certain bargaining unit positions.
6. Increase wages for seasonal workers by \$.50 per hour.
7. Tuition Assistance up to \$150,000.

The Council intends to approve the group insurance provisions as they were approved in the FY13 operating budget and as they are included in the Executive's Recommended FY15 operating budget. To the extent that this approval is inconsistent with any provision of the collective bargaining agreement, that provision is disapproved. The Council intends to approve all other provisions of the Agreement subject to Council review.

This is a correct copy of Council action.

---

Linda M. Lauer, Clerk of the Council

F:\LAW\TOPICS\Collective Bargaining\15colbar\MCGEO\MCGEO Resolution.Doc

**Current Agreement between the Montgomery County Government and the Municipal & County Government Employees Organization, UFCW, Local 1994**

The Montgomery County Government (Employer) and the Municipal & County Government Employees Organization, UFCW, Local 1994 (Union), negotiated economic changes for Fiscal Year 2015 listed below to be effective July 1, 2014, during term bargaining.

\* \* \*

**ARTICLE 5  
WAGES, SALARY, AND COMPENSATION**

\* \* \*

5.2 Wages

\* \* \*

(b) Effective the first full pay period following September 1, 2014, each unit member shall receive a 3.25 percent general wage adjustment (GWA). Bargaining unit employees shall be paid a base salary pursuant to the uniform pay plan, which appears in Appendix VIIB of this agreement.

\* \* \*

(d) The County agrees to pay a 0.50% (one-half percent) lump sum payment in FY15 to top of grade bargaining unit members who are actively employed by the County on July 1, 2014. This calculation shall be made based on the employee's base salary paid the first full pay period following July 1, 2014. This lump sum amount shall be pro-rated for part-time employees. Employees who are scheduled to receive a longevity step during FY15 are not eligible for this payment. This payment will be made in one lump sum, by separate payment, at the conclusion of the first full pay period of FY15. Eligible employees who are on unpaid leave and return to work during FY15 will receive their payment by separate payment following their return to active employment with the County. Employees covered under Article 53.1(a), if otherwise eligible, shall receive the lump sum payment in the last full pay period in FY15, prorated based on the number of hours worked up to that point during FY15. Employees covered under Article 53.1(b) are not eligible for this payment. The lump sum payment is considered regular earnings for income, withholding, and employment tax purposes. The payment will not be added to the employee's base salary. These payments are not considered "regular earnings" for retirement/life insurance purposes and employees will not receive any retirement/life insurance benefits based on these payments.

(e) All previously postponed general wage adjustments will not be paid in FY 2014 or FY 2015.

\* \* \*

**ARTICLE 6  
SERVICE INCREMENTS**

\* \* \*

6.8 Effective July 1, 2013, eligible bargaining unit employees shall receive an annual service increment of 3.5 percent the first full pay period following their anniversary date as described in this Article.

Effective July 1, 2014, eligible bargaining unit employees shall receive an annual service increment of 3.5 percent the first full pay period following their anniversary date as described in this Article.

6.9 All previously postponed service increments will not be paid in FY 2014 or FY 2015.

\* \* \*

**ARTICLE 9  
WORKING CONDITIONS**

\* \* \*

9.10 Classification Issues

\* \* \*

(e) Classification and grade level review of an occupational class that is predominately populated by OPT or SLT bargaining unit positions, or a review of the classification assignment of an individual position, may be requested by the Union at any time during the month of June. Individual position classification and occupational study requests shall not be accepted in FY 2013, but shall be accepted again beginning in FY 2014, in accordance with the following: The number of individual position classification and occupational study requests to be accepted shall be a topic of the contract reopener for the 2nd year of this contract, effective July 1, 2012.

(1) A total of 50 Individual studies will be accepted in June 2013 in preparation for the FY 2014 studies and a total of 50 individual studies will be accepted in June 2014 in preparation for the FY 2015 studies.

\* \* \*

(o) The County shall conduct classification reviews of seven (7) job classification studies in FY 2015 and seven (7) job classification studies in FY 2016. These classifications shall be jointly determined by the parties.

\* \* \*

**ARTICLE 53  
SUBSTITUTE, SEASONAL, AND TEMPORARY EMPLOYEE**

53.1 Wages

\* \* \*

(b) Seasonal employees on the Seasonal Salary Schedule who do not encumber OPT/SLT unit positions shall receive \$.50 per hour increase across the board effective the first full pay period in July, 2013; and \$.50 an hour effective the first full pay period in July, 2014.

\* \* \*

**Summary of Economic Impact Items in the Labor Agreement with MUELCO EXECUTIVE 2014**

No.	Article	Subject	Summary of Change	Requires Appropriation of funds	Present or Future Fiscal Impact	Requires Legislative Change	Requires Regulation Change	Notes
1	5.2	Wages	3.25% GWA effective the first full pay period following Sept 1, 2014  Postponed GWAs will not be paid in FY2015	Yes	Yes	No	No	See fiscal impact statement
2	5.2(d)	Wages	A 0.50% lump sum payment will be paid to actively employed top of grade bargaining unit members on July 1, 2014 to be based on the employee's base salary effective July 1, 2014  The amount will be prorated for part time employees  Employees receiving longevity in FY2015 will not receive this payment  Employees on unpaid leave will receive their payment following their return  Employees covered by Article 53.1(a) will receive this payment effective the last full pay period of FY2015, to be prorated based on the number of hours worked in FY2015  Employees covered by Article 53.1(b) will not receive this payment  Payment will be considered as regular earnings for income withholding and tax purposes  Payment will not be considered as regular earnings for retirement/life insurance purposes or benefits	Yes	Yes	No	No	See fiscal impact statement
3	6.8	Service Increments	3.5% service increments FY2015  Reopener on FY2016 Service Increments as identified in Article 49  Postponed service increments will not be paid in FY2015	Yes	Yes	No	No	
4	9.10(e)	Classification Issues	50 individual studies to be conducted in FY2015	Yes	Yes	No	No	See fiscal impact statement

**Summary of Economic Impact Items in the Labor Agreement with MCGEO Effective FY 2015**

No.	Article	Subject	Summary of Change	Requires Appropriation of funds	Present or Future Fiscal Impact	Requires Legislative Change	Requires Regulation Change	Notes
5	9.10(o)	Classification Issues	County shall conduct 7 job classification studies in FY15	Yes	Yes	No	No	
6	53.1	Seasonal Salary Schedule	Seasonal salary schedule shall increase by \$.50 effective July 2014	Yes	Yes	No	No	See fiscal impact statement

**MEMORANDUM OF AGREEMENT  
BETWEEN  
THE MONTGOMERY COUNTY GOVERNMENT  
AND THE  
MUNICIPAL & COUNTY GOVERNMENT EMPLOYEES ORGANIZATION, UFCW,  
LOCAL 1994**

The Montgomery County Government (Employer) and the Municipal & County Government Employees Organization, UFCW, Local 1994 (Union), agree that their collective bargaining agreement is effective July 1, 2013, through June 30, 2016.

The parties agree to an early termination of the collective bargaining agreement which was enacted on July 1, 2012. Said agreement shall terminate on June 30, 2013.

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

Please use the following key when reading this agreement:

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

The parties agree to amend the contract as follows:

\* \* \*

**ARTICLE 5  
WAGES, SALARY, AND COMPENSATION**

**5.1 Fiscal Year Salary Schedules**

Bargaining unit members are eligible for service increments of 3½ percent each. A service increment may be granted only to the extent that an employee's salary does not exceed the maximum salary for the assigned grade. Receipt of a service increment shall be conditioned upon the provisions of Article 6, Service Increments. Beginning [the first pay period following January 1, 2008,] July 1, 2013, and continuing through June 30, 2015, the salary schedule shall contain a longevity increment [will be added to the salary schedules found in Appendix VII] for bargaining unit members who are at the maximum of their pay grade and have completed 20 years of service (beginning of year 21) equal to a 3 percent increase to be paid the first full pay period following their 20 year service anniversary. (See Appendix VII) [Effective July 1, 2012, any bargaining unit member who reach eligibility for longevity in FY11 or FY12, and is otherwise eligible, shall receive their longevity increment effective the first full pay period following July 1, 2012. For the duration of this Agreement, Appendix VII C shall remain as it was effective July 6, 2008.]

**5.2 Wages**

(a) Effective the first full pay period following [July] September 1, [2007] 2013, each unit member shall receive a [4] 3.25 percent general wage [increase] adjustment (GWA). Bargaining unit

employees shall be paid a base salary pursuant to the uniform pay plan; which appears in Appendix VIIA of this Agreement.

(b) Effective the first full pay period following [July] September 1, [2007] 2014, each unit member shall receive a [4] 3.25 percent general wage [increase] adjustment (GWA). Bargaining unit employees shall be paid a base salary pursuant to the uniform pay plan, which appears in Appendix VIIB of this agreement.

[(c)] Effective the first full pay period following July 1, 2009, each unit member shall receive a 4.5 percent increase. Bargaining unit employees shall be paid a base salary pursuant to the uniform pay plan, which appears in Appendix VIIC of this agreement. This General Wage Adjustment shall be postponed and shall not be effective during fiscal year 2013.]

[(d)](c) The County agrees to pay a [~~\$2,000~~] 0.50% (one-half percent) lump sum payment in [FY13] FY14 to top of grade bargaining unit members who are actively employed by the County on July 1, [2012] 2013. This calculation shall be made based on the employee's base salary paid the first full pay period following July 1, 2013. This lump sum amount shall be pro-rated for part-time employees. Employees [~~covered under Article 53 of this Agreement~~] who are scheduled to receive a longevity step during FY14 are not eligible for this payment. This payment will be made in one lump sum, by separate payment, at the conclusion of the first full pay period of [FY13] FY14. Eligible employees who are on unpaid leave and return to work during [FY13] FY14 will receive their payment by separate payment following their return to active employment with the County. Employees covered under Article 53.1(a), if otherwise eligible, shall receive the lump sum payment in the last full pay period in FY15, prorated based on the number of hours worked up to that point during FY15. Employees covered under Article 53.1(b) are not eligible for this payment. The lump sum payment is considered regular earnings for income, withholding, and employment tax purposes. The payment will not be added to the employee's base salary. These payments are not considered "regular earnings" for retirement/life insurance purposes and employees will not receive any retirement/life insurance benefits based on these payments.

(d) The County agrees to pay a 0.50% (one-half percent) lump sum payment in FY15 to top of grade bargaining unit members who are actively employed by the County on July 1, 2014. This calculation shall be made based on the employee's base salary paid the first full pay period following July 1, 2014. This lump sum amount shall be pro-rated for part-time employees. Employees who are scheduled to receive a longevity step during FY15 are not eligible for this payment. This payment will be made in one lump sum, by separate payment, at the conclusion of the first full pay period of FY15. Eligible employees who are on unpaid leave and return to work during FY15 will receive their payment by separate payment following their return to active employment with the County. Employees covered under Article 53.1(a), if otherwise eligible, shall receive the lump sum payment in the last full pay period in FY15, prorated based on the number of hours worked up to that point during FY15. Employees covered under Article 53.1(b) are not eligible for this payment. The lump sum payment is considered regular earnings for income, withholding, and employment tax purposes. The payment will not be added to the employee's base salary. These payments are not considered "regular earnings" for retirement/life insurance purposes and employees will not receive any retirement/life insurance benefits based on these payments.

(e) All previously postponed general wage adjustments will not be paid in FY 2014 or FY 2015.

### 5.3 Shift Differential

- (a) Effective the first full pay period after July 1, [2007] 2013, each employee required to work a shift that begins between the hours of 2:00 p.m. and 10:59 p.m. shall receive [~~\$1.25~~] \$1.40 for each hour worked and [~~\$1.40~~] \$1.56 for each hour worked on a shift that begins between the hours of 11:00 p.m. and 5:00 a.m. [The hourly pay differential shall increase to \$1.30 and \$1.45 respectively, effective the first full pay period following July 1, 2008.] Employees who begin a shift at or after 12 noon will be paid a shift differential for hours after 2:00 p.m. when 75 percent of their work hours are scheduled within the designated times above.

\* \* \*

#### 5.4 Multilingual Pay Differential

\* \* \*

- (d) [For the 2012-2013 contract year, no additional employees will be tested for multilingual certification. In the event that a bargaining unit employee leaves the multilingual program during the term of this agreement, the] The Employer, based on operational need, may elect to allow a new bargaining unit employee into the program. [to fill the vacant skill set.]

In accordance with subsections 5.4 (a) and (b), bargaining unit members who utilize multilingual skills during the performance of their routine duties and on a recurring basis, may submit a request for departmental determination for Multilingual Certification of Basic (ML1) or Advanced (ML2). If the employee's request is approved by the department head, the employee shall be tested by OHR in accordance with subsections 5.4 (c) (1). Upon successful certification, said employee shall receive a Multilingual Differential in accordance with subsection 5.4 (c).

\* \* \*

- (f) The Multilingual Certificate Program will limit the testing and certification of employees requiring the use of translation skills during the performance of their duties to the following languages:

- (a) Spanish
- (b) French
- (c) Chinese
- (d) Vietnamese
- (e) Korean
- (f) Amharic
- (g) Sign Language

\* \* \*

#### 5.24 [ASE] Certification Incentive [Pilot Program]

- (a) ASE Certification: This incentive [program] applies to employees assigned to the Division of Fleet Management Services and Central Maintenance of Montgomery County Fire and Rescue Services. Eligible employees would receive \$100 for each valid ASE examination for which a passing score is received up to a maximum of 20 examinations. In addition, each employee who achieves active "MASTER" status would also receive a \$1,000 incentive up to a maximum of 2 Master Certifications. The maximum ASE-related incentive that any employee can receive

in one year would be \$4,000.00. Only active ASE certifications will receive [the] this pay incentive.

(b) [EVT Certification

The parties agree to have the Fire/Rescue departmental LMRC review bargaining unit members assigned to Central Maintenance of Montgomery County Fire and Rescue Services. The LMRC shall look at the following possible incentive program: Eligible employee shall receive \$1000 for each valid EVT master certification. Employees would be able to receive 30 certifications a year (to include ASEs and EVTs). The maximum incentive that any employee can receive in one year would be \$8000.]

EVT Certification: This incentive applies to eligible employees assigned to Central Maintenance of Montgomery County Fire and Rescue Services. Eligible employees shall receive \$1000 incentive for obtaining a valid EVT master certification, for a maximum of two EVT master certifications. The maximum EVT-related incentive that any employee can receive in one year would be \$2000. Only active EVT certifications will receive this pay incentive.

\* \* \*

**ARTICLE 6  
SERVICE INCREMENTS**

\* \* \*

6.8 [Granting of service increments shall be suspended for FY13. Service increments shall be subject to each reopener identified in Article 49 of this agreement.] Effective July 1, 2013, eligible bargaining unit employees shall receive an annual service increment of 3.5 percent the first full pay period following their anniversary date as described in this Article.

Effective July 1, 2014, eligible bargaining unit employees shall receive an annual service increment of 3.5 percent the first full pay period following their anniversary date as described in this Article.

6.9 All previously postponed service increments will not be paid in FY 2014 or FY 2015.

\* \* \*

**ARTICLE 9  
WORKING CONDITIONS**

\* \* \*

9.10 Classification Issues

\* \* \*

(e) Classification and grade level review of an occupational class that is predominately populated by OPT or SLT bargaining unit positions, or a review of the classification assignment of an individual position, may be requested by the Union at any time during the month of June. Individual position classification and occupational study requests shall not be accepted in FY 2013, but shall be accepted again beginning in FY 2014, in accordance with the following: The number of individual position classification and occupational study requests to be accepted shall be a topic of the contract reopener for the 2nd year of this contract, effective July 1, 2012.

- (1) A total of 50 Individual studies will be accepted in June 2013 in preparation for the FY 2014 studies and a total of 50 individual studies will be accepted in June 2014 in preparation for the FY 2015 studies.
- (2) The threshold for accepting individual position studies consists of the following
  - (a) The employee must give written explanation of how and why the position's duties and responsibilities have changed and are no longer consistent with the position's current classification assignment; and,
  - (b) An explanation of where the new duties and responsibilities originated.
- (3) Requests for Position Reclassifications will be denied based on the conditions listed below:
  - (a) Studies that were previously reviewed less than 36 months from the date of the request.
  - (b) The individual position request is a part of an on-going occupational study or an occupational study where a final decision was issued in FY 2012 or FY 2013;
  - (c) Employees who have received additional work which falls within their current position description.
  - (d) Employees who have been employed with the County for less than one year; or
  - (e) Employees who are on probation.
- (4) Requests for Position Reclassifications will be accepted based on priority as ranked below:
  - (a) Documented recent reorganizations, duties could not be reassigned to employees performing similar graded work, and there is a possibility that higher level duties were assigned to employees performing lower graded work.
  - (b) Change in duties directly relating to the Department priority objectives or mission for fiscal years FY 14 and FY 15 as reflected in the County's Operating or Capital Budget and/or the Department's strategic plan.
  - (c) Change in duties relates to a global change such as a change in a federal, state, county, or local law and/or County Executive priorities.
  - (d) Requirements of some of the positions in the class have changed, i.e., certifications, licenses, etc.
  - (e) Seniority of the employee as denoted in Article 8 of this Agreement.

\* \* \*

- (o) [The number of jointly selected job classification studies done in FY 2015 shall be a topic of the contract reopener for the 3rd year of this contract, effective July 1, 2014.] The County shall conduct classification reviews of seven (7) job classification studies in FY 2015 and seven (7) job classification studies in FY 2016. These classifications shall be jointly determined by the parties.

\* \* \*

**ARTICLE 13  
WORK SCHEDULES; ATTENDANCE; HOURS OF WORK**

13.1 Work Schedules

The County has the management right to determine the hours when a facility, building, or service shall be in operation or available to County residents, and to determine its staffing needs during those hours of operation. Should the County change the work schedules of bargaining unit members [on a division, facility, or program wide basis], the County shall provide reasonable advance notice of the scheduling changes to the Union, and upon request, bargain with the Union regarding any bargainable aspects of the implementation of [its staffing needs] the proposed change. [The County will have no obligation to inform the Union of changes to the schedules of individual bargaining unit members.] At the time that the County informs the employee of a County initiated change to an employee's schedule, the County will provide the employee and the Union written notice of the reason(s) for the schedule change.

\* \* \*

### 13.2 Work Day and Work Week

- (a) The normal work day for full-time County employees is not less than 8 hours or more than 10 hours, except where otherwise agreed under the terms of section 13.5 of this Article, or where agreed upon by the parties. The normal work week for full-time County employees is 40 hours (excluding all meal periods), Sunday through Saturday. Whenever practicable, 2 consecutive days off shall be granted to employees unless [based on] work load requirements and/or demonstrated operational need, [2 consecutive days off should be granted to employees] require otherwise. The County shall provide reasonable advance notice of any change in the days off.

\* \* \*

## ARTICLE 21 BENEFITS

\* \* \*

### 21.2 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 [individual] employee, employee +1, and family coverage, to 80% of the premium charged for an HMO or, in the case of self-insured plans, 80% of the projected premium rate for the calendar year in which the rates are to be effective. The rates for each self-insured plan shall be calculated using standard actuarial principles with separate medical trends as determined by the Employer's actuary, which reflect plan design. The Union shall be provided with information (including but not limited to all actuarial and consultant reports) enabling it to review the premium determinations. In all other respects the level of benefits and services provided in the comprehensive health benefit program shall remain unchanged except as provided below.<sup>1</sup>
- [(b) As of January 1, 1995, deductibles in the Prudential Indemnity plan will be decreased to \$200 for single coverage and will remain at \$400 for family coverage.]
- [(c)] (b) (1) Effective January 1, 2009, the County shall continue to provide prescription plans (High Option and Standard Option). Bargaining unit employees who select the standard

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

option prescription plan shall pay 20 percent of the total premium cost of the standard option prescription drug plan offered by the employer. The employer shall pay the remaining 80 percent of the total premium cost of the standard option plan. Should the bargaining unit employee select the high option prescription drug plan, the employer shall pay 80 percent of the total premium cost of the standard option prescription drug plan offered by the employer. The bargaining unit employee shall pay the remainder of the high option prescription drug plan premium.<sup>2</sup>

- (2) Both prescription plans shall restrict generics. In the event the bargaining unit 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. In the event a physician requires a brand medication, the employee shall not be responsible for the difference in cost.
- (3) Both prescription plans shall incentivize mail-order prescriptions. In the event the employee fills a prescription at retail more than twice, rather than utilizing mail-order, the member shall pay the cost difference.
- (4) Effective January 1, 2014, the Prescription Drug Plan will no longer offer the 90-day post formulary change grace period granted upon formulary changes. Plan participants affected by formulary changes shall be notified a minimum of 90 days prior to the effective date of the formulary change. The Employer shall approve up to a 90 day post formulary change grace period for members based upon the member's particular circumstances.

\* \* \*

21.5 The County shall also contribute 80 percent of the premiums determined for any calendar year for benefit plans other than the [health] plans included in Section 21.2 (a) and (b). The Employee Benefits Committee shall be provided with information (including but not limited to all actuarial and consultant reports) enabling it to review the premium determinations. The level of such benefits shall not be reduced.<sup>3</sup>

\* \* \*

[21.16 Transfer from Carefirst to United Healthcare

All bargaining unit members currently enrolled in Carefirst shall be moved to United Healthcare Select.]

\* \* \*

21.10 Tuition Assistance

\* \* \*

- s.) [The amount and proportion of tuition assistance funding shall be a subject of the 2<sup>nd</sup> year reopener of this contract, effective July 1, 2013.] For each fiscal year, 50% of tuition assistance

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

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

funding, not including tuition assistance funds dedicated to other bargaining units, shall be allocated to eligible UFCW Local 1994 MCGEO bargaining unit members. Once this amount is exhausted, the County will not approve any additional tuition assistance requests from bargaining unit members for the remainder of the fiscal year.

\* \* \*

#### 21.19 Employee Life Insurance<sup>4</sup>

Effective July 1, 2012, the County provided life insurance benefit will be 1x the bargaining unit member's salary. Bargaining unit members will retain the option to purchase additional life insurance coverage. The amount of coverage will be pro-rated for part-time employees.

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.

#### 21.20 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 provisions of COBRA.

#### 21.21 Retiree Health Insurance

In accordance with Montgomery County Council Resolution No. 17-163, the following changes to the retiree group insurance cost sharing formula shall be implemented for all bargaining unit member hired after July 1, 2011:

- (a) Each employee hired or rehired as a permanent employee on or after July 1, 2011, including any employee awarded a non-service connected disability, and who is a member of a County retirement plan must have at least 10 years of County service to be eligible for group insurance continuation when the employee leaves County service. All other eligibility criteria remain the same as applied before that date.
- (b) The cost-sharing formula for each employee hired or rehired as a permanent employee on or after July 1, 2011, for medical, dental, discount vision, standard option prescription, basic life, and dependent life insurance (\$2,000/\$1,000/\$100 tier), is:
  - (1) 50% County/50% retiree for each retiree with 10 years of eligibility under the group insurance plan as an active employee;
  - (2) 70% County/30% retiree for each retiree with 25 or more years of eligibility under the group insurance plan as an active employee; and
  - (3) for each year between 10 and 25 years that the employee is eligible under the group insurance plan as an active employee, the County's share must increase 1.33 percentage points to the maximum County share of 70%.

If an employee retires on a service-connected disability under the Employees' Retirement System and the employee does not have 10 years of eligibility under the group insurance plan, for group

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<sup>4</sup> Per action taken on May 26, 2011, the County Council did not approve full funding for the previous life insurance benefit level. On that date, the Council reduced the life insurance benefit premium for bargaining unit employees from 2x salary to 1x salary, to become effective on January 1, 2012. See Appendix XXI

insurance eligibility and cost-sharing purposes the employee must be treated as having 10 years of County service.

\* \* \*

**ARTICLE 22  
TRANSFERS**

**22.1 Definition**

Transfers for the purpose for this Agreement shall have the same meaning as provided in Section [21-1] 26-1 of the Montgomery County Personnel Regulations, effective [July 1, 1986] July 1, 2001, and as amended on December 1, 2002. Transfers usually involve one or more of the following factors:

\* \* \*

**22.4 Notification of Transfer**

- (a) Prior to any transfer, the affected employee(s) shall receive a notification of transfer consistent with Section 22.2 of the collective bargaining agreement as to the reason for transfer.
- (b) Employees shall be given a thirty (30) day notice prior to a transfer taking effect. However, such notice shall not be required in the event of a demonstrated operational need.
- (c) An employee who alleges a transfer imposes a hardship may submit documentation of the hardship and request a temporary delay of the transfer. For the purpose of this Article, "hardship" is defined as:

- (1) negatively impacting an employee's dependent care, or
- (2) conflicting with educational courses the employee is enrolled in.

No such requests shall be unreasonably denied. This sub-section does not apply to shift bid picks or memorandums of understanding regarding shift bid processes.

- (d) An employee will have seven (7) calendar days from notice of transfer to provide documentation in order for a hardship request to be considered. The Employer will have seven (7) calendar days to verify that a hardship exists and respond to the employee. The Employer will also consider if an employee has previously used the reason as a hardship. If a hardship is denied, the transfer will become effective from the original date of transfer.

**22.5 Appeal of Transfer**

A unit employee may appeal an involuntary transfer consistent with Section [21-6] 26-5 of the Montgomery County Personnel Regulations, effective [July 1, 1986] July 1, 2001, and as amended on December 1, 2002.

\* \* \*

**ARTICLE 27  
REDUCTION-IN-FORCE**

\* \* \*

**27.2 Policy**

[During FY 2011, a] A bargaining unit employee will not be laid off if there is a probationary, temporary or seasonal employee in the same occupational series and status. [ provided the employee to be laid off meets the minimum qualifications of the position to which they would be transferred.] In

this Article, status is defined as part-time versus full-time. Furthermore, any bargaining unit employee replacing a probationary, temporary, or seasonal employee under this subsection, must meet the minimum qualifications as defined in AP 4-19, Section 3.14. [In addition, during FY 2011, any reduction-in-force of unit members will be preceded by the County government's consideration of the following alternatives:

1. The offering of Discontinued Service Retirements (Administrative Retirements) to eligible bargaining unit job classes/occupational series affected by position abolishment resulting from the approved FY 2011 operating budget. The Discontinued Service Retirement must be effective no later than June 1, 2010.
2. The offering of a Retirement Incentive Plan as outline in Attachment II, to be extended to all bargaining unit job classes/occupational series affected by position abolishment resulting from the approved FY 2011 operating budget. The RIPs will be effective June 1, 2010.
3. The offer RIPs along the lines of that which is outlined in Attachment II may be offered at subsequent points during FY2011.]

The retention of Term employees will be determined in accordance with AP 4-19, Section 3.7.

In accordance with AP 4-19, Section 2.0, the following alternatives are to be exhausted before a reduction in force is instituted:

- (a) Effective position management and employee placement
- (b) Reducing work hours
- (c) Restructuring positions
- (d) Retraining of incumbents
- (e) Discontinued/ Administrative Retirements
- (f) Implementing a hiring freeze as defined in AP 4-19, Section 5.2

The parties reserve their rights in accordance with Montgomery County Code 33-107.

\* \* \*

#### 27.4 Notification

- (a) An employee who is affected by a reduction-in-force must be given at least 30 days written notice. Whenever practicable, a longer notice should be given.
- (b) On [or before April 15] March 15, the Union shall be provided a list of proposed bargaining unit [employees whose] positions, which as a result of budget decisions [, are proposed] by the Employer [to] may be abolished. [This] At a later date, a list will be provided to the Union to [shall] include affected bargaining unit employees' names, home addresses and [the employees'] seniority rank within the class.

\* \* \*

### ARTICLE 34 SAFETY AND HEALTH

\* \* \*

#### 34.10 General Conditions

\* \* \*

- [(c) If the Union believes that a hazard exists and that it has not been eliminated with reasonable promptness, the Union shall have the right to notify the Director of Risk Management, who shall conduct an investigation and respond to the Union.]
- (c) Each department shall develop an employee and worksite safety policy, to include the subject of public access in the workplace. Each worksite specific policy should identify processes to restrict access to employee work areas where operationally appropriate, without impacting customer service. All policies shall be submitted to the LMRC Steering Committee for review no later than December 1, 2013.
- (d) Worksite safety coordinators will work in collaboration with the LMRC Steering Committee to identify, develop, or update site specific policy and program priorities for employee safety and health initiatives.
- (e) The Employer shall make reasonable efforts, taking into account any fiscal, physical, or operational constraints, or customer service needs, to eliminate any identified safety and health hazards in an expeditious manner.
- (f) If the Union believes that the identified hazard has not been eliminated with reasonable promptness, the Union may file a grievance in accordance with Article 10 of this agreement. Any such grievance shall be expedited to arbitration in accordance with Article 11 of this Agreement.

\* \* \*

**ARTICLE 41**  
**RETIREMENT**

\* \* \*

41.11 Adjustable Pension Plan

The parties agree to establish a study group consisting of three (3) union representatives, three (3) employer representatives, and any consultants which either side may engage, for the purposes of studying Adjustable Pension Plan(s) for bargaining unit members. Each party shall be responsible for their consultant's fee.

The parties shall continue their study of the union's Adjustable Pension Plan (APP) proposal to address the need for employee retirement security, the County's fiduciary responsibility, and avoidance of any accrued actuarial liability as a result of implementing the APP. If the parties reach agreement on the APP, the parties will submit legislation to the County Council to implement the APP by January 2014. Should the parties not reach agreement on the APP by October 2013, the parties retain their rights to impasse resolution under the Collective Bargaining Law.

\* \* \*

**ARTICLE 42**  
**DURATION**

This contract embodies the whole agreement of the parties and may not be amended during its term except by mutual written agreement. This Agreement shall become effective July 1, [2012] 2013, and terminate June 30, [2015] 2016. Renegotiation of this Agreement shall begin no later than November 1, [2014] 2015, and shall proceed pursuant to the County Collective Bargaining Law.

\* \* \*

**ARTICLE 49  
RE-OPENER**

\* \* \*

**49.2 Reopener for [Second] the Third Year**

For [second] the third year of the contract in November 1, [2012] 2014, the contract will reopen for negotiations on the following topics: [wages, benefits, unresolved issues from January 2012 LRC decision on negotiability, shift differential, Sheriff's salary schedule, EVT certification, health benefit premium split, tuition assistance proportional funding, number of accepted individual position classification studies and adjustable pension plans, if necessary.]

- (a) Wages
- (b) Service increments
- (c) Longevity
- (d) Workers' Compensation and disability leave; in the event the subject matter cannot be resolved by the Labor Management Wellness Committee incorporated in Appendix XXII of this agreement
- (e) Public Safety Retirement Plan to include DROP Program (The parties may, by agreement, engage in information requests and exchanges on an informal basis beginning on or before September 1, 2014.)

In the event the parties are unable to reach agreement, the parties shall submit final offers to impasse arbitration per the County Collective Bargaining law no later than February 1, [2013] 2015.

**[49.3 Reopener for Third Year**

For the third year of the contract in November 2013, the contract will reopen for negotiations on wages, benefits, and the number of occupational class studies for FY15. In the event the parties are unable to reach agreement, the parties shall submit final offers to impasse arbitration per the County Collective Bargaining law no later than February 1, 2014.]

\* \* \*

**ARTICLE 52  
INQUIRIES INTO ASSERTED ABUSIVE CONDUCT**

Article is held in abeyance in accordance with Article 57.

If the Union believes that a supervisory employee has engaged in abusive or intimidating behavior toward a unit member, the Union may file a confidential complaint with the Office of Human Resources with as much information as possible. The Office of Human Resources will conduct a confidential investigation of the complaint, to be completed within 90 days. OHR will then provide a confidential report of its findings and any recommendations for corrective action to the department head and the CAO.

\* \* \*

**ARTICLE 53  
SUBSTITUTE, SEASONAL, AND TEMPORARY EMPLOYEE**

**53.1 Wages**

\* \* \*

(b) Seasonal employees on the Seasonal Salary Schedule who do not encumber OPT/SLT unit positions shall receive [~~\$.40~~] \$.50 per hour increase across the board effective the first full pay period in July, [2007] 2013; and \$.50 an hour effective the first full pay period in July, [2008] 2014. [; and \$.45 an hour effective the first full pay period in July, 2009.]

\* \* \*

ARTICLE 57  
CLIMATE/CULTURE SURVEYS AND CONFLICT FACILITATION PROCESS

57.1 Introduction

The County and the Union agree that mutual respect between and among managers, supervisors, employees, and co-workers is integral to the efficient conduct of County business. The purpose of this Article is to establish two programs intended to foster such an environment: (1) a Climate/Culture Survey Process to assess the working climate in departments and (2) a Conflict Facilitation Process. The purpose of these two programs is to facilitate communication and positive working relationships between employees and their supervisors, to foster an environment of mutual respect and one where employees can provide feedback to the County, its Departments and supervisors without fear of retaliation or inappropriate behaviors.

57.2 Duration

The parties agree that this Article shall be implemented as a pilot program effective July 1, 2013 and automatically end two (2) years later on June 30, 2015. For those two (2) years, this Article shall replace Article 52 of this Agreement. At the conclusion of the pilot program, the parties may, by mutual agreement, continue one or both programs contained within this article as fully implemented and established provisions of this collective bargaining agreement. If the parties do not agree to continue the Conflict Facilitation Process past June 30, 2015, the language therein shall become null and void and Article 52 shall become effective again.

57.3 Climate/Culture Surveys

- (a) The parties agree to jointly develop, through the LMRC process, a climate/culture survey for use in departments, and/or units within departments, to assess the working climate in departments.
- (b) The data obtained from the surveys shall be shared with the parties through the LMRC process and will be used to help identify opportunities for training, joint activities, and other appropriate and mutually-agreed-to activities.
- (c) The first survey will be issued within three (3) months after the parties mutually agree to the survey questions but no later than November 1, 2013.
- (d) Should the parties mutually agree to continue this process, climate surveys will be conducted at a minimum of every two (2) years.

57.4 Conflict Facilitation Process

- (a) The County and the Union will identify, develop and jointly train a cadre of neutral facilitators from the ranks of the bargaining unit and management employees.

- (b) Facilitation will be conducted either by a dual/joint County/MCGEO Facilitation Team (i.e., co-facilitation—one facilitator designated by the Employer plus one facilitator designated by MCGEO), or, upon mutual agreement, an outside facilitator.
- (c) The Countywide LMRC steering committee will jointly develop operating procedures, including timeframes, rules, size of the facilitator cadre, etc., for the process as well as a list of issues and circumstances that are appropriate and subject to the process (e.g., communication issues, inappropriate behaviors, such as abusive language or behaviors), and issues that are not appropriate for the process (e.g., performance issues).
- (d) An employee who believes that he/she has been treated unfairly or inappropriately by his/her supervisor may request facilitation under this process. The employee must make a written request for facilitation via MCGEO and/or the Director of Human Resources, or his/her designee. The process may also be initiated by management. OHR will notify the relevant department director of the request.
- (e) Within fourteen (14) days of the request for facilitation, the parties will select co-facilitators who will review the request and the issues involved and to ensure the following:
  - (1) That the issues are appropriate for the process and have the potential to be resolved by facilitation,
  - (2) That the issues are not matters that are currently, or were previously brought forward, utilizing the Article 57 process, or the subject of a prior or current grievance or any other pending action/process, and
  - (3) That the issue is not more appropriately handled in the EEO process.
- (f) The co-facilitators will schedule a meeting with all involved parties within five (5) days after reviewing the request.
- (g) The process includes the following possible outcomes:
  - (1) The affected parties to the dispute resolve the dispute;
  - (2) The parties do not resolve the dispute; the co-facilitators may make recommendations for further action, if any, to the Department Director, OHR Director, and Union. Possible actions include training, skill building, mentoring, referral to the EAP, etc.
  - (3) Request by any party for OHR intervention, including, providing training, additional facilitation, team-building, etc.
  - (4) The employee/Union may file a grievance in accordance with Article 10 if the dispute has not been settled to the employee's/Union's satisfaction.
- (h) The parties agree
  - (1) to utilize the conflict facilitation process in good faith;
  - (2) that no employee shall be subject to retaliation for participating in the conflict facilitation process, and
  - (3) that the process shall not be used to intimidate or harass supervisors for managing responsibly.
  - (4) that participation in the process is not voluntary.

#### 57.5 Role and Responsibilities of LMRCs

- (a) The County-wide LMRC steering committee shall have overall responsibility for the administration of this Article.
- (b) Department/unit LMRCs shall be responsible for the development, distribution, collection and analysis of the climate/culture surveys.

\* \* \*

**APPENDIX I  
OPT UNIT SHERIFFS**

- (a) The clothing allowance shall be ~~[\$1,175]~~ \$1338.00

\* \* \*

**APPENDIX IV  
OPT Unit - DEPARTMENT OF CORRECTIONS AND REHABILITATION**

\* \* \*

(i)

\* \* \*

- 2. [At the beginning of the first full pay period following July 1, 2007, all bargaining unit employees who are Community Health Nurses working in the Department of Correction and Rehabilitation on that date will receive a \$800 one-time, lump-sum retention incentive payment. At the beginning of the first full pay period following July 1, 2008, all bargaining unit employees who are Community Health Nurses working in the Department of Correction and Rehabilitation on that date will receive a \$900 one-time, lump-sum retention incentive payment.] At the beginning of the first full pay period following July 1, 2009, all bargaining unit employees who are Community Health Nurses working in the Department of Correction and Rehabilitation on that date will receive a \$1100 one-time, lump-sum retention incentive payment. The retention incentive payment will not be added to base salary. Any bargaining unit employee receiving the retention incentive must remain a Community Health Nurse working in the Department of Correction and Rehabilitation for at least 1 year after receiving the incentive, and must agree to repay a prorated amount of the total incentive to the employer if the bargaining unit employee does not continue working as a nurse in the Department of Correction for the entire 1 year period. The employee will not have to repay the incentive if the employee dies, the County terminates the individual, or the employee is promoted to another position within the Montgomery County government. Employees hired or transferred after July 1, 2013, shall not be eligible to receive this incentive.

\* \* \*

**APPENDIX XXII  
Wellness Program**

The parties agree that the following steps have or will be taken to establish a robust union-management wellness program:

- 1. Hire Wellness Program Manager by Spring 2013
- 2. Beginning in the spring of 2013, the County shall issue a solicitation for a contractor to provide comprehensive population health/wellness services, including the identification and reduction of health risks associated with preventable chronic illnesses, assisting those members with

chronic illness to better manage their disease(s), health plan advocacy, and the gathering and reporting on population health and wellness data. The contract is expected to be awarded on or before July 1, 2013.

3. On or before July 1, 2013, the parties shall establish a Labor Management Wellness Committee whose primary purpose shall be creating and fostering a culture of employee health and wellness. The committee will design, develop, and recommend for implementation the County's wellness strategy.
4. Based on information provided by the contractor, and agreement by the Wellness Committee, the Committee will deliver program recommendations for wellness and disease management before December 2013.
5. Health trust committee: the parties agree that UFCW Local 1994 will join the County and the FOP's Employee Benefits Committee to study, review, and evaluate the feasibility of establishing a union health care trust, joint healthcare trust or Union administered plan for possible implementation no later than January 1, 2015.
6. This Appendix may be modified by written agreement of the parties.

\* \* \*

\* \* \* \* \*

IN WITNESS WHEREOF, the parties hereto have caused their names to be subscribed by their duly authorized officers and representatives this \_\_\_\_ day of March 2013.

Municipal and County Government  
Employees Organization, UFCW  
Local 1994, AFL-CIO

By: Gino Renne  
Gino Renne  
President

Montgomery County Government  
Montgomery County, Maryland

By: Isiah Leggett  
Isiah Leggett  
County Executive

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

## FY15 COUNCIL DECISION CHART FOR COLLECTIVE BARGAINING AGREEMENTS

### General Wage Adjustments

	Provision	Agreement	Executive's Budget	Committee Decision	FY15 Fiscal Impact
1A	MCGEO GWA	3.25% on 9-1-14	3.25% on 9-1-14		\$8,332,729
1B	FOP GWA	2.1% on 7-1-14	2.1% on 7-1-14		\$2,703,547
1C	IAFF GWA	2.75% on 7-1-14	2.75% on 7-1-14		\$3,241,642
1D	MCGEO Seasonal Workers	Increase \$.50/hour	Increase \$.50/hour		\$340,425

### Service Increments

	Provision	Agreement	Executive's Budget	Committee Decision	FY15 Fiscal Impact
2A	MCGEO FY15 Service Increments	3.5%	3.5%		\$3,600,555
2B	FOP FY15 Service Increments	3.5%	3.5%		\$1,507,978
2C	IAFF FY15 Service Increments	3.5%	3.5%		\$963,718
2D	MCGEO Lump Sum	.5% if at max	.5% if at max		\$488,858
3A	FOP Service Increments for FY12 (paid 2-15 in FY15)	1.75% in FY15	1.75% in FY15		\$446,000
3B	IAFF Service Increments for FY12 (paid 6-15)	3.5%	3.5%		\$98,347

### Longevity Increments

	Provision	Agreement	Executive's Budget	Committee Decision	FY15 Fiscal Impact
4A	MCGEO Longevity Increments	3%	3%		\$154,742
4B	FOP Longevity Increments	3.5%	3.5%		\$63,815
4C	IAFF Longevity Increments	3.5%	3.5%		\$132,402

### Tuition Assistance

	Provision	Agreement	Executive's Budget	Committee Decision	FY15 Fiscal Impact
5A	MCGEO Tuition Assistance	50% of funds appropriated for employees other than FOP	\$150,000		\$150,000
5B	FOP Tuition Assistance	\$135,000 cap	\$135,000 cap		\$135,000
5C	IAFF Tuition Assistance	\$1830 per person for FY13	\$300,000 for all employees except FOP		?

**Shift or Special Duty Differentials**

	<b>Provision</b>	<b>Agreement</b>	<b>Executive's Budget</b>	<b>Committee Decision</b>	<b>FY15 Fiscal Impact</b>
<b>6A</b>	MCGEO Shift Differential	Increase by \$.15/hour or \$.16/hour	Increase by \$.15/hour or \$.16/hour.		\$223,267
<b>6B</b>	FOP Shift differential	7% increase	7% increase		\$143,803
<b>6C</b>	IAFF Special Duty Differentials	\$200 increase	\$200 increase		\$153,640

**Clothing Allowance**

	<b>Provision</b>	<b>Agreement</b>	<b>Executive's Budget</b>	<b>Committee Decision</b>	<b>FY15 Fiscal Impact</b>
<b>7A</b>	FOP clothing allowance	7% increase	7% increase		\$21,178
<b>7B</b>	MCGEO – Sheriff clothing allowance	Increase by \$163	Increase by \$163		\$2,934

**MCGEO EVT Certification**

	<b>Provision</b>	<b>Agreement</b>	<b>Executive's Budget</b>	<b>Committee Decision</b>	<b>FY15 Fiscal Impact</b>
<b>8</b>	MCGEO EVT Certification	Incentive up to \$2000/year	Incentive up to \$2000/year		\$26,000

**MCGEO Classification Studies**

	<b>Provision</b>	<b>Agreement</b>	<b>Executive's Budget</b>	<b>Committee Decision</b>	<b>FY15 Fiscal Impact</b>
<b>9</b>	MCGEO Classification Studies	Add 50 classification studies	Add 50 classification studies		\$200,000

**Group Insurance Benefits**

	<b>Provision</b>	<b>Agreement</b>	<b>Executive's Budget</b>	<b>Committee Decision</b>	<b>FY14 Fiscal Impact</b>
<b>10A</b>	MCGEO Group Insurance	80% County share	75% County Share except HMO		
<b>10B</b>	FOP Group Insurance	80% County share	75% County Share except HMO		
<b>10C</b>	IAFF Group Insurance	80% County share	75% County Share except HMO		

**Prescription Drug Plan for Medicare-Eligible Retirees**

	<b>Provision</b>	<b>Agreement</b>	<b>Executive's Budget</b>	<b>Committee Decision</b>	<b>FY15 Fiscal Impact</b>
<b>11</b>	<b>EGWP Plus Wrap</b>	70% County share	Move to EGWP plus Wrap		(\$900,000)