

MEMORANDUM

TO: Government Operations and Fiscal Policy Committee

FROM: Robert H. Drummer, Senior Legislative Attorney 

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

Under the County Employees Labor Relations Laws (County employees: County Code §§33-101 through 33-112; Police: County Code §§33-75 through 33-85; 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 intention 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).

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 2016 and take effect on July 1, 2016. The Council must review each of the provisions of these agreements that requires an appropriation of funds for FY17 or requires a change in law.

The Agreements

A chart showing the provisions in each Agreement that requires Council approval for FY17 is at ©66-68. These provisions are described below.

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

- A1 **MC GEO** – 0.5% on July 1, 2016 and 0.5% on January 1, 2017. The FY17 fiscal impact is \$2,732,914.
- A2 **MC GEO** - \$.25 per hour increase for seasonal employees. The FY17 fiscal impact is \$116,699.

- B. **FOP** – 0.5% on July 1, 2017 and 0.5% on January 1, 2017. The FY17 fiscal impact is \$934,849.
- C. **IAFF** – 1% on July 1, 2016 and 1% on February 5, 2017. The FY17 fiscal impact is \$1,473,716.

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/ED Committee #1. As noted in Mr. Farber's packet, the increases that are deferred to January 1 or later have a significantly larger fiscal impact in FY18 and beyond.

- (2) **Service Increments:** Each of the agreements provides a 3.5% service increment in FY17 for any employee who is below the top of his or her grade. The MCGEO and FOP agreements include a second service increment later in the year.
 - A1. **MCGEO** – 3.5% on anniversary. The fiscal impact in FY17 is \$3,712,403.
 - A2. **MCGEO** – 3.5% on May 1, 2017. The fiscal impact in FY17 is \$718,337.
 - B1. **FOP** – 3.5% on anniversary. The fiscal impact in FY17 is \$1,409,770.
 - B2. **FOP** – 3.5% on July 1, 2016. The fiscal impact in FY17 is \$1,313,545.
 - C. **IAFF** – 3.5% on anniversary. The fiscal impact in FY17 is \$795,865.
- (3) **Longevity Increments.**
 - A1. **MCGEO** – an employee eligible for a longevity increment in FY17 would receive 3% increment. The FY17 fiscal impact would be \$86,226.
 - A2. **MCGEO** – 1% lump sum for top of grade. The FY17 fiscal impact is \$1,241,241.
 - B. **FOP** – an employee eligible for a longevity increment in FY17 would receive a 3.5% increment. The FY17 fiscal impact would be \$77,164.
 - C. **IAFF** – an employee eligible for a longevity increment at 20 years or 28 years would receive a 3.5% longevity increment. The FY17 fiscal impact would be \$80,574.

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.

(4) **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. The Executive’s recommended FY16 budget allocated \$300,000 for tuition assistance not designated for a different bargaining unit.
- B. FOP - \$135,000 is designated in FY16 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. These costs are the same as the FY16 appropriations for tuition assistance.

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

IAFF Special Duty Differential for ALS providers
0-4 years is \$6080 (4.75% increase)
5-8 years is \$7391 (7.25% increase)
More than 8 years is \$8701 (9.4% increase)

The added FY17 fiscal impact would be \$200,463. Although the added cost for these increases totals \$200,463, the increases represent large percentage increases that are significantly more than the modest inflation rate over the past year.

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

(6) **Domestic Partner Benefits.**

- A. **MCGEO** – The agreement provides that all health and insurance benefits be extended to opposite-sex domestic partners of employees covered under the agreement. The FOP and the IAFF have similar provisions in their contracts. This statutory change in eligibility for health and insurance benefits would be effective January 1, 2017, so as to coincide with the normal health plan enrollment period that is done in the fall and takes effect January 1 of each year.

Bill 28-99, Personnel – Benefits for Employee’s Domestic Partner, enacted on November 30, 1999 and signed into law on December 3, 1999, extended health and insurance benefits to a same-sex domestic partner of an employee. According to the legislative history, sponsors and supporters of Bill 28-99 argued that the law was needed to correct an inequity in benefits provided to gay and lesbian County employees, compared to other employees. They argued that it is unfair to provide benefits for an employee’s spouse but not for the partner of an employee in a long-term, committed, same-sex relationship. This benefits inequity conflicted with the County’s longstanding law and policies against discrimination based on sexual orientation.¹ In short, Bill 28-99 was a civil rights law that was enacted outside of the collective bargaining process.

Bill 25-01, Personnel – Retirement – Amendments, extended opposite sex domestic partner benefits to members of the police bargaining unit on November 1, 2001. Bill 30-10, Personnel – Equal Benefits – Fire and Rescue Employees, extended opposite sex domestic partner benefits to members of the fire and rescue bargaining unit. Each of these laws was enacted at a time when same-sex marriage was prohibited in Maryland. Maryland began to recognize same-sex marriage on January 1, 2013.

The legalization of same-sex marriage in Maryland created a new inequity for employers who provided domestic partner benefits to same-sex couples only. Governor O’Malley resolved this inequity by eliminating all domestic partner benefits for State employees soon after the State legalized same-sex marriages. The County Board of Education also ended all domestic partner benefits for its employees after same-sex marriage was legalized. Although Maryland began recognizing same-sex marriages in 2013, many States did not. Last year, the U.S. Supreme Court held that the right to marry is a fundamental right that must be provided to same-sex couples in *Obergefell v. Hodges*, 135 S.Ct. 2584 (2015).

The *Obergefell* case again changed the legal framework underlying the County’s domestic partner benefits law. Except for members of the police and fire bargaining units, a County employee with a same-sex domestic partner can obtain health and insurance benefits for a partner without marriage and an employee with a domestic partner of the opposite sex must marry his or her domestic partner to obtain these benefits. The original purpose of the domestic partner benefits law no longer applies because same-sex couples are guaranteed the right to marry in all States.

OMB estimated the FY17 fiscal impact to be \$251,956 for MCGEO employees and \$344,276 if it is passed through to unrepresented employees. OMB estimated that this would cost \$4.8 million over the next 6 years.

¹ The County first prohibited discrimination based on sexual orientation in 1984.

Bill 16-16, introduced by Councilmember Leventhal on April 19 would repeal all domestic partner benefits for all County employees in light of the recent legalization of same sex marriage in the United States.

Council staff recommendation: reject this provision of the agreement. The underlying purpose of domestic partner benefits was to extend a “marriage benefit” to same sex couples who were being denied the right to marry. Since this “marriage benefit” is now available to all County employees, there is no anti-discrimination purpose for incurring the cost to provide domestic partner benefits.

(7A, B, C) **Group Insurance Benefits.**

In 2011, the Council rejected the provisions in each collective bargaining agreement providing for an 80/20 employer/employee cost share and changed it to 75/25 for all employees who do not select a health maintenance organization. The collective bargaining agreements with the County’s three unions were never amended to reflect this change, but the Executive continued to include funding for the 75/25 cost share in his recommended budgets for FY12-15. Each union filed a prohibited practice charge against the Executive alleging that he was legally required to recommend approval of the collective bargaining agreement. The Court of Special Appeals agreed and held that the Executive committed a prohibited practice by failing to recommend the 80/20 cost share to the Council. However, the Council formally rejected the provisions in each agreement providing an 80/20 cost share and adopted the 75/25 cost share for FY12-15. The FOP challenged the Council’s authority to reject the agreement, but the Maryland Court of Appeals upheld the Council’s rejection of the 80/20 cost share. 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.

For FY17, FOP Lodge 35 and MCGEO Local 1994 agreed in a side letter that they would not file a prohibited practice charge against the Executive if he included the 75/25 split in his recommended budget despite the contrary language of the collective bargaining agreement. IAFF Local 1664 did not agree. Therefore, the Executive included funding for the 80/20 cost share for IAFF members in his recommended budget, but included funding for the 75/25 cost share for all other employees. The Executive recommended, as he was required to, the 80/20 cost share just for IAFF members and added \$578,000 to his recommended budget to pay for it.

Although the Executive’s recommended budget includes funding for the same 75/25 cost share that was approved by the Council for all employees in FY16 to both MCGEO and FOP members, all 3 collective bargaining agreements continue to require the 80/20 cost share. Therefore, if the Council wants to continue to fund the same level of these benefits for all employees in FY17, the Council must formally indicate its intent to reject each of these provisions in each of the collective bargaining agreements. The rejection of the benefit provisions in the IAFF Agreement would reduce expenditures for these benefits by the \$578,000 added to fund the 80/20 cost share. The rejection of the benefit provisions in the MCGEO and FOP agreements would not reduce expenditures

from the Executive's recommended FY16 budget. This can be accomplished by adding the following language to the operating budget.

This resolution appropriates funds for employee group insurance benefits for the fiscal year that begins on July 1, 2016. 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 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 FY17 that were approved by the Council for FY16, including the changes approved for Medicare Part D for retirees as described below.

- (7D) **Medicare Part D Employer Group Waiver Plan (EGWP) for eligible retirees.** The Executive's Recommended FY15 budget included transitioning all Medicare-eligible retirees to an EGWP plus Wrap prescription drug plan. The FY15 savings attributable to health insurance for County government retirees reduced the required FY15 OPEB pay-as-you-go contribution by \$900,000 and the pre-funding contribution by \$27.5 million. On March 24, 2014, the FOP filed 2 separate contract grievances alleging that transitioning FOP retirees to an EGWP plus Wrap prescription drug plan violated the collective bargaining agreement.² The grievance is ongoing in 2016. The County Attorney's Office is defending the grievance. The Executive's position is that the 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 had the authority to mandate the move to an EGWP plus Wrap plan even if it is inconsistent with the collective bargaining agreement. Last year, the Council mandated this move and it has occurred. However, the collective bargaining agreements were not amended to reflect this.

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 continue to approve the EGWP plus Wrap program. The savings are substantial and the move has not changed the value of the prescription drug benefit received by Medicare-eligible retirees.

- (8) **MCGEO Classification Studies.** The agreement requires the County to perform 25 individual and 7 job class classification studies in FY17. The fiscal impact of these studies is \$25,000.

Council staff recommendation: approve the classification studies.

² MCGEO and the IAFF did not file similar grievances over the Executive's proposed move to EGWP plus Wrap.

- (9) **MCGEO** pharmacy benefit management program. The agreement provides a new program to manage pharmacy benefits. The FY17 savings is estimated to be \$202,564.

Council staff recommendation: approve the pharmacy management program.

- (10) **FOP** – Body Worn Camera Program. The agreement contains a new provision governing management’s implementation of a police body worn camera program. The FY17 fiscal impact of implementing the program is \$962,358.

The agreement would govern when and how a video can be used for evaluating an officer’s performance or disciplining an officer. The agreement also provides an officer the right to review the video before it is used for performance evaluation, discipline, or training. The agreement would also govern management’s release of a video and the retention of the video.

Council staff recommendation: approve the body worn camera program.

- (11) **IAFF** Miscellaneous Provisions.

- A. *No accrual of leave while using donated leave.* The FY17 savings are estimated to be \$3,300.
- B. *Working out of class pay.* The agreement provides that a Firefighter II, III, or Master Firefighter would not receive working out of class pay for being assigned to an ALS transport unit. The FY17 savings is estimated to be \$45,300.

Council staff recommendation: approve these 2 provisions of the agreement.

| <u>This packet contains:</u> | <u>Circle #</u> |
|----------------------------------|-----------------|
| MCGEO Memo from County Executive | 1 |
| MCGEO Resolution | 2 |
| MCGEO Agreement | 4 |
| Summary of Economic Terms | 26 |
| Fiscal Impact statement | 30 |
| FOP Memo from County Executive | 31 |
| FOP Resolution | 32 |
| FOP Agreement | 34 |
| Summary of Economic Terms | 42 |
| Fiscal Impact statement | 43 |
| IAFF Memo from County Executive | 44 |
| IAFF Resolution | 45 |
| IAFF Agreement | 47 |
| Summary of Economic Terms | 61 |
| Fiscal Impact statement | 65 |
| FY17 Council Decision Chart | 66 |



OFFICE OF THE COUNTY EXECUTIVE
ROCKVILLE, MARYLAND 20850

Isiah Leggett
County Executive

MEMORANDUM

April 1, 2016

TO: Nancy Floreen, President
Montgomery County Council

FROM: Isiah Leggett, County Executive 

SUBJECT: Memorandum of Agreement between the County and MCGEO

I have attached for the Council's review the agreement resulting from the recent negotiations between the Montgomery County Government and the Municipal & County Government Employees Organization/United Food and Commercial Workers Union Local 1994 (MCGEO). The agreement is the product of a settlement reached by the parties during mediation. The agreement reflects the changes that will be made to the existing Collective Bargaining Agreement to be effective July 1, 2016 through June 30, 2017.

I have also attached a summary of the agreed upon items as well as a copy of the fiscal impact statement referenced in the Workforce/Compensation chapter of my budget to assist in Council's review of the document. The items will take effect for the first time in FY2017 and have a fiscal impact in FY2017.

IL: geb

Attachments

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

Resolution No.: _____
Introduced: April 19, 2016
Adopted: _____

**COUNTY COUNCIL
FOR MONTGOMERY COUNTY, MARYLAND**

Lead Sponsor: Government Operations and Fiscal Policy Committee

**Subject: Collective Bargaining Agreements 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, 2016, the County Executive submitted to the Council a collective bargaining agreements between the County government and Municipal and County Government Employees Organization effective July 1, 2016 through June 30, 2017. A copy of the Agreement is attached to this Resolution.
4. The Executive has submitted to the Council the terms and conditions of the Agreements 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 Agreements and made recommendations on April 21, 2016.
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 approve/reject the following provisions for FY17:

1. 0.5% general wage adjustment payable on the first pay period after July 1, 2016.
2. 0.5% general wage adjustment payable on the first pay period after January 1, 2017.
3. 3.5% service increments for all eligible bargaining unit members.
4. 3% longevity increment for eligible bargaining unit members.
5. 1% lump sum for each eligible bargaining unit member who is at the top of grade and not eligible for a longevity step, payable on the first pay period after July 1, 2016.
6. 3.5% service increment for each bargaining unit member whose service increment was deferred during FY11, FY12, or FY13, and who is otherwise eligible, effective the first pay period after May 1, 2017.
7. Tuition Assistance up to \$150,000.
8. 25 individual and 7 job class classification studies.
9. Domestic partner benefits for an opposite sex domestic partner, effective January 1, 2017.
10. Inclusion of a Pharmacy Benefit Management Programs.
11. Additional \$0.25 per hour for seasonal employee.

The Council intends to approve the group insurance provisions as they were included in the Executive's Recommended FY16 operating budget, including a Medicare Part D Employer Group Waiver Prescription Drug Plan for Medicare-eligible retirees. 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

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**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 United Food and Commercial Workers, Local 1994, Municipal & County Government Employees Organization (Union), conducted negotiations pursuant to Section 33-108 of the Montgomery County Code for the term July 1, 2016 through June 30, 2017. As a result of those negotiations, the Employer and Union agree that the Collective Bargaining Agreement shall be amended according to the terms set forth below.

Please use the 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 EMPLOYEE COMPENSATION**

* * *

5.2 Wages

- (a) Effective the first full pay period following July [September] 1, [2013] 2016, each unit member shall receive a [3.25] 0.5 percent general wage adjustment (GWA). Effective the first full pay period following January 1, 2017, each unit member shall receive a 0.5 percent general wage adjustment. Bargaining unit employees shall be paid a base salary pursuant to the uniform pay plan, which appears in Appendix VII[A] of this Agreement.
- [(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.]
- [(c)] b The County agrees to pay a [0.50%] 1.0% (one[-half] percent) lump sum payment in [FY14] FY17 to top of grade bargaining unit members who are actively employed by the County on July 1, [2013] 2016. This calculation shall be made based on the employee's base salary paid the first full pay period following July 1, [2013] 2016. This lump sum amount shall be pro-rated for part-time employees. Employees who are scheduled to receive a longevity step during [FY14] FY17 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 [FY14] 2017. Eligible employees who are on unpaid leave and

return to work during [FY14] FY17 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] FY17, prorated based on the number of hours worked up to that point during [FY15] FY17. 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)] c All previously postponed general wage adjustments will not be paid in FY [2016] 2017.
- [(f)] Effective the first full pay period following July 1, 2015, each unit member shall receive a 2.0 percent general wage adjustment (GWA). Bargaining unit employees shall be paid a base salary pursuant to the uniform pay plan, which appears in Appendix VII of this agreement.]

* * *

**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.] Effective July 1, [2015] 2016, 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 Each unit member whose service increment was postponed during FY2011, FY2012, and/or FY2013, and who is otherwise eligible as identified in this article, shall receive a salary adjustment of 3.5 percent effective the first full pay period following May 1, 2017. This salary adjustment of 3.5 percent cancels one of the three previously postponed service increments. The remaining two [All] previously postponed service increments will not be paid in [FY2016] FY 2017.

* * *

ARTICLE 9
Working Conditions

* * *

9.9 Classification Issues

* * *

(c) 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] 25 Individual studies will be accepted in June [2013] 2016 in preparation for the FY [2014] 2017 studies [and a total of 50 individual studies will be accepted in June 2014 in preparation for the FY 2015 studies]. Half the funding for the studies shall requested from the LMRC.

* * *

(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)] (b) Employees who have received additional work which falls within their current position description.

[(d)] (c) Employees who have been employed with the County for less than one year; or

[(e)] (d) 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] FY17 as reflected in the County's Operating or Capital Budget and/or the Department's strategic plan.

* * *

[(m) The County shall conduct classification studies of the following three (3) job classifications during FY 13:

- (1) Automated Traffic Enforcement Field Technician
- (2) Fire & Rescue Mechanic Occupational series
- (3) Public Service Craftworkers

(n) The County shall conduct classification reviews of five (5) job classifications during FY2014. These job classes shall be jointly determined by the parties.]

[(o)] (m) The County shall conduct classification reviews of seven (7) job classification studies in FY[2015] 2017 [and seven (7) job classification studies in FY2016]. These classifications shall be jointly determined by the parties.

* * *

**ARTICLE 21
Benefits**

* * *

21.2 Health Benefits

* * *

- (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 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.

(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.

(5) The following will be referred to the Employee Benefits Committee under Article 21.3 for discussion, review, and implementation during FY17:

(i.) *Generic Step Therapy:* This program requires that the members use cost-effective alternatives within the same therapeutic class, as first line therapy before brand name prescriptions are covered.

(ii.) *Specialty Pharmacy Guideline Management:* This program is designed to support the member to ensure appropriate utilization for specialty medications. The program helps ensure the member meets sophisticated and robust criteria before a first dispense, helps ensure that the members experiences expected therapeutic outcomes while on therapy, and ensures that unsafe or ineffective therapy is discontinued. Current Members using medications subject to this program will be grandfathered. Grandfathered status does not apply if the member's drug therapy changes.

(iii.) *Advanced Control Specialty Formulary:* This program promotes cost effective care for members utilizing specialty medications by encouraging utilization of clinically appropriate and lowest next cost medications. Existing medications subject to this program are updated periodically.

(iv.) *Pharmacy Advisor Counseling at CVS retail:* This program is seamlessly integrated into the member's retail purchase workflow, to provide for a clinical consultation with the retail pharmacist when opportunities to improve adherence or close a gap in therapy have been identified.

* * *

21.11 [Long term Care] Voluntary Benefits

Unit members are eligible to participate in the following programs, provided they pay 100% of the premiums.

1. *Long Term Care.* Implement a new long term care program no sooner than 1/1/2002.[, 100 percent employee-paid through an interagency RFP.]

2. Real Estate Rebate Program. Effective July 1, 2016, or as soon thereafter as administratively practicable, unit members will be eligible to participate in a real estate program to assist home buyers and sellers in identifying qualified real estate professionals to navigate the home ownership process. Assistance may be provided in choosing real estate agents, household goods movers, mortgage lenders related to buying and selling real estate. Rewards, if any, are determined and awarded by the carrier.

* * *

21.18 [Employee] Optional and Dependent Life Insurance

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.]

Effective July 1, 2016, at age 70, the face value of the optional life insurance policy reduces to 50% of the original face value. At age 75, the face value of the policy reduces to 25% of original face value. The member can purchase the amount of the reductions on an individual policy as long as amount does not exceed the original face value.

Effective July 1, 2016, Dependent life insurance options will be available to bargaining unit employees in the following increments.

- \$2,000 spouse; \$1,000 child to age 26
- \$4,000 spouse; \$2,000 child to age 26
- \$10,000 spouse; \$5,000 child to age 26

* * *

21.21 Domestic Partner Coverage

Qualifying same or opposite sex domestic partners are eligible dependents under the employer's health insurance coverage as described in Article 21, Sections 1, 2, 12, and 13.

* * *

Article 32

Tools & Uniforms

* * *

32.7 The County agrees to maintain clean and sanitary locker rooms and lavatories. These facilities will be adequately equipped to include all necessary equipment and supplies.

* * *

Article 34

Safety and Health

* * *

34.10 General Conditions

(a) Employees are to be provided a safe workplace and are to be furnished with safety devices, protective clothing, training for general emergency preparedness (which includes active shooter training) and such safeguards as are necessary to reduce or eliminate accidents and injuries and acts of violence. Supervisors and employees are to do everything reasonably necessary to protect their life, health and safety and of that of the public.

(b) Employees will follow safe practices and operating methods on all jobs assigned. Employees are required to wear safety devices, protective clothing or equipment designated by management for employee protection. The County will provide safety devices and equipment, when required. Refusal or failure of an employee to use or wear such devices or equipment, or failure to follow safe practices and operating methods, shall be grounds for appropriate disciplinary action.

(c) Each department shall develop an employee and worksite safety policy, to include following the County's established guidelines in general emergency preparedness training (which includes active shooter training) and 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. Department employees can provide their areas of focus to the worksite safety coordinators by June 30th each year. All updates to policies shall be submitted to the LMRC Steering Committee for review as they are revised [no later than December 1, 2013].

* * *

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, [2013] 2016, and terminate June 30, [2016] 2017. Renegotiation of this Agreement shall begin no later than November 1, [2015] 2016, and shall proceed pursuant to the County Collective Bargaining Law.

* * *

Article 53

Substitute, Seasonal, and Temporary Employees

53.1 Wages

(a) Substitute and temporary unit members who encumber OPT and SLT bargaining unit positions shall be eligible for service increments, consistent with the provisions of Article 6 of this Agreement, after working a total of 1040 hours. In addition, these employees shall receive the general wage adjustment for each year of the Agreement provided in Article 5, Section 5.2 of this Agreement.

(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] either a \$.25 an hour adjustment effective the first full pay period after July 1, 2016, or the Montgomery County minimum wage, whichever is greater.

* * *

Appendix II

OPT Unit – Department of Health and Human Services

General Issues

* * *

(e) The following will be referred to the Specific HHS LMRC:

- Children Youth and Family LMRC:
 - Discussion of 4/10 schedules for social workers
 - Presentation by OHR on promotions and advancement process (e.g., how to apply and notification of the eligibility list expiration)
 - Building better relationships between staff and supervisors to increase retention and morale
- School Health Services LMRC:
 - Employee access to and use of the NEXTGEN computer system

* * *

Appendix VII

Salary Schedules

Appendix VIIA OPT/SLT SALARY SCHEDULE

Appendix VIIB DEPUTY SHERIFF UNIFORM SALARY SCHEDULE

Appendix VIIC CORRECTIONAL OFFICER UNIFORM SALARY SCHEDULE

* * *

Appendix XI

[Revised Attendance Policy-Effective July 1, 2011]

Attendance Policy UX July 1, 2016-Two Year Pilot Program

* * *

[An Operator, Transit Coordinator or Motor Pool Attendant who accumulates twenty (20) or more points will be subject to progressive discipline as follows:

Tier 1: One day suspension

Tier 2: Three day suspension

Tier 3: Five day suspension

Tier 4: Dismissal

The imposition of the steps in progressive discipline will reduce the employee's point by ten points. If the employee clears any remaining points following the imposition of disciplinary action and has no other attendance related discipline for the subsequent 12 months, the employee's discipline will reset at "Tier 1". If the employee is unable to clear the remaining ten points before the next disciplinary incident, the employee will be subject to the next Tier in the progression of disciplinary action (Tier 2-3 and dismissal). Employees may waive their right to ADR for Tier #1 and/or Tier #2.

Incidents of Non-Attendance and Points

Any unscheduled absence of less than four hours (3 points)

Any unscheduled absence of four hours or more (7 points)

Any unscheduled absence of a second half of a split (5 points)

Call in sick has a maximum of three days, on the fourth day points will be assessed according to the schedule above. On the Fourth Day and thereafter, the employee will be required to call in daily; otherwise the unscheduled absence will be considered AWOL. Any call in sick (2 points)

"Extraordinary Circumstances": Points for absences that result from a documented event and/or "Act of God" that are emergency in nature, a spontaneous, ad hoc, non-routine, catastrophic incident may be excused if determined by the Chief of Operations. The Union has the burden of demonstrating that the event meets the definition of "extraordinary circumstances" and that good cause exists for excusing and not charging the employees with an absence.

Patterns of Unscheduled Absences

Pattern absences will be defined as follows:

Three (3) call outs on the same day of the week

Four (4) call outs before and/or after scheduled days off

Four (4) call outs on the weekend (Saturday and/or Sunday)

Three (3) call outs, which result in three consecutive days off

Three or more sick call outs which result in three days or more off

Patterns will be calculated on a calendar year.

Pattern violations will result in discipline of an additional four points for any pattern assessed.

Incentive Program

For every month in which the employee has no incident of non-attendance activity covered by the point system, the employee's point total will be reduced by two (2) points. Beginning with the (6th) sixth consecutive month without such an incident and for each month thereafter the employees point total will be reduced by three (3) points. The point cannot be less than zero.

AWOL

The employee will be considered AWOL if he/she does not contact their supervisor or show for work by the scheduled end of their run and/o shift. The first AWOL workday will be assessed ten (10) points, skip a Tier for the second AWOL and immediate dismissal for the third AWOL in a rolling (24) twenty four month period. An employee shall be deemed to have abandoned his/her job upon being AWOL for (3) three consecutive days without communicating to Management.

1. Each employee will be notified in writing of all points assessed against him/her and will be counseled upon accumulating ten (10) or more points

Bonus Program

Employees that do not have any unscheduled absences in the calendar year will receive \$250.]

PURPOSE:

The purpose of this policy is to establish a uniform Attendance Policy for all Bus Operators, Transit Coordinators and Motor Pool Attendants in the Department of Transportation, Division of Transit Services, assuring maintenance of accurate attendance records and recognizing perfect attendance.

IMPLEMENTATION:

Under this procedure, employee attendance records will be established effective July 1, 2016. Any pending disciplinary actions subject to review by the Alternate Dispute Resolution (ADR) procedures

and initiated prior to this policy, will not be affected by this change and will be carried out under the Attendance Policy in the CBA effective 2013-2016. All disciplinary actions initiated for violations occurring after the effective date of this policy shall be subject to the procedures established herein. This a two-year pilot project and will be reviewed by both parties at the end of the 24-month period and will either continue through concurrence by both parties and be part of the CBA or if either party objects to the continuance of this Attendance Policy, the prior Attendance Policy in the CBA 2013-2016 will be adopted.

I. GENERAL

A. Employees are expected to be regular in their attendance.

B. Regular attendance is essential to the provision of reliable services to the public. Therefore, it is expected that Department of Transportation personnel will be present and ready to begin work at the designated starting time on each scheduled work day.

C. Employees are expected to schedule their absences in advance.

D. An employee will be given credit for a perfect attendance record. An employee who fails to maintain a satisfactory attendance record will be disciplined in accordance with the policy.

E. At the beginning of January and July of each Calendar Year, each employees' attendance will be tracked.

a. Any unscheduled absences will be accumulated, a balance maintained, and discipline imposed.

b. When the balance of occurrences of "Unscheduled Absences" reaches levels specified in this policy, the employee will be disciplined.

"Unscheduled Absences" hours are to be deducted from the employee's current annual leave, sick leave, personal leave or compensatory leave balances. In the event that the employee does not have a leave balance sufficient to cover his/her unscheduled absence, he/she will be charged leave without pay.

Accordingly, any unscheduled absences cited above may not be used at any time for an Absence Without Leave (AWOL)/ No Call, No Show - defined occurrence. The employee must contact the assignment desk to report an absence.

In cases where the operator needs to substitute leave, a formal request will be made to the Division Chief/Designee. These requests will not be unreasonably denied. The Division Chief/Designee will consider such requests on a case-by-case basis.

II. DEFINITIONS/ LEAVE PROCEDURES

A. Balance - Sum of occurrences under this policy beginning July 1, 2016.

B. "Doubled Unscheduled Absences" - Two Unscheduled Absences will be charged if an unscheduled absence occurs in the following situations:

a. Used by an employee who leaves the work site prior to the end of the scheduled work shift without the approval of a supervisor;

b. Used when an employee has been scheduled for either voluntary or involuntary overtime;

c. Used on a day when a leave request has been denied, including individual leave requests and requests made during the vacation pick;

d. Used on the day after the Super Bowl;

e. Used the day after Thanksgiving.

C. Patterns of Absences

Three (3) call outs on the same day of the week.

Four (4) call outs before and/or after scheduled days off

Four (4) call outs on the weekend (Saturday and/or Sunday)

Three or more sick call outs which result in three days or more off

Failure to report 60 minutes prior to your scheduled report twice

Payday Fridays: second payday Friday callout in the tracking period will count as two unscheduled absences and any payday Friday callouts thereafter will count as two unscheduled absences

Patterns will be calculated at the beginning of January and July of each Calendar Year.

D. Scheduled Absence - The use of annual leave, sick leave, personal leave, compensatory leave, or leave without pay that has been approved in advance by the depot chief's designee.

E. Unscheduled Absence — Any period of time in which an employee is scheduled to work, but fails to do so, will be recorded as a separate absence. Patterns of absences will result in enhanced steps in discipline. An exception may be made by the operator's supervisor with concurrence by Depot Chief on a case-by-case basis. The operators work history and attendance must be considered in review of the exception requests.

F. Absent Without Official Leave (AWOL)

An employee who fails to report for duty as scheduled or who fails to notify the assignment desk of their whereabouts within 90 minutes of the start of their shift or who leaves the work site prior to the end of the scheduled work day without notifying a supervisor shall be considered AWOL.

a. considered absent without leave;

b. placed in a non-pay status for the period in question; and

c. subject to appropriate disciplinary action.

G. Occurrence - Each daily unscheduled absence or AWOL will be recorded as a separate occurrence. The operators work history and attendance must be considered in review of occurrences. Any pattern will be one (1) additional occurrence.

H. Late Reports- Any late report will be calculated as one half (1/2) occurrence.

I. CREDIT FOR EXCELLENT ATTENDANCE

Credit will be given for Perfect Attendance, but development of an incentive for employees to be regular in attendance will be based upon mutual cost benefit for both parties.

J. IMPLEMENTATION OF POLICY

The parties will conduct joint training of the new Attendance Policy to all affected employees. The joint training will be provided by all shop stewards and supervisory personnel at agreed upon dates, times, and locations. It is to begin within the first 30 days of the new Attendance Policy.

K. ATTENDANCE RESET

While perfect attendance is possible, most employees will be charged with unscheduled absences from time to time. Except for the conditions noted below, employees can remove one (1) occurrence of unscheduled absence from his/her attendance records for every three pay periods for which no unscheduled absences have occurred. All occurrences will reset to zero (0) at the beginning of each six (6) month tracking period. If an employee reaches Corrective Action within the six (6) month tracking period, the occurrences accumulated will carry over. After discipline is issued if an employee does not receive any further Corrective Action within the current tracking period the occurrences will reset to zero (0).

L. EXTRAORDINARY CIRCUMSTANCES

Late reports that result from a documented event and/or "Act of God" that are emergency in nature, a spontaneous, ad hoc, non routine, catastrophic incident may be excused if determined by the Chief of Operations. The Union has the burden of demonstrating that the event meets the definition of "extraordinary circumstances" and that good cause exists for excusing and not charging the employees with an absence.

III. MONITORING AND ENFORCEMENT

Supervisors will maintain attendance records and monitor their employees in accordance with this policy. Merit status Employees who do not meet the standards described herein will be disciplined according to the following schedule. Written reprimand will be given when an employee reaches six (6) occurrences.

Corrective Action

Balance of Occurrences

7 One Day Suspension

8 Five Day Suspension

9 Ten Day Suspension

10 Dismissal

Absent Without Official Leave (AWOL)

Balance of Occurrence

Corrective Action

I. Written Reprimand

J. Five Day Suspension

K. Dismissal

Three (3) consecutive days of AWOL is cause for Dismissal

The County maintains a multi-step progressive discipline track for attendance violations. It is understood by the County and the Union that the disciplinary process will not be referred to Pre-disciplinary Settlement Conferences (ADR) for review except for dismissal cases and cases wherein the facts of the matter are in dispute or if the Union deems it necessary.

* * *

**Appendix XIII
Department of Public Libraries**

* * *

(c) Long Branch Library – MCPL will ensure that the upper level door is locked from the outside, except for outside MCPL events. It will remain open as an emergency exit but will not be available as an entrance.

(d) MCPL will send out clarification of the County's multilingual pay process to all MCPL employees.

(e) MCPL will send out guidance about the roving process to all staff that will include how staff should handle end-of-shift issues.

* * *

**Appendix XV
Department of Recreation**

- (a) The following items are referred to the LMRC Building Maintenance Subcommittee:
- Clean vents/ducts in all facilities;
 - Upgrade heating/AC at 4010 Randolph Rd.
 - Contract cleaners will be asked to increase high dusting that often serves as a collection area around intake and exhaust areas
- (b) The following item will be referred to the safety and health subcommittee of the LMRC:
- Replace current furniture with ergonomically designed work stations and chairs;
 - The Department will continue to make replacements and upgrades as needed based on funding availability.

* * *

* * * * *

IN WITNESS WHEREOF, the parties hereto have caused their names to be subscribed by their duly authorized officers and representatives this ____ day of March 2016.

United Food and Commercial Workers,
Local 1994, Municipal & County Government
Employees Organization

Montgomery County Government
Montgomery County, Maryland

By: *Yvette Luffie for Gino Renne* By: *Isiah Leggett*
Gino Renne Isiah Leggett
President County Executive

HAM
Approved for form and legality
County Attorney
Heather A. Mulloy

**Memorandum of Understanding between
UFCW Local 1994 MCGEO and
The Montgomery County Government
Montgomery County Maryland
For July 1, 2016 to June 30, 2017**

The Memorandum of Understanding between the Montgomery County Government (hereinafter, the "County") and the UFCW Local 1994 MCGEO (hereinafter the "MCGEO") hereby memorializes the agreements between the parties, arising out of collective bargaining negotiations that occurred during November, 2015 through February, 2016.

1. The parties acknowledge that the health, prescription and retirement benefits currently being provided by the Employer pursuant to previous County Council action are inconsistent with the provisions of the Collective Bargaining Agreement.
2. The parties agree that, notwithstanding the CBA language, the Employer will seek, for the FY17 recommended budget, funding for those benefits at the level set by Montgomery County Council Resolution No. 17-149, Bill 11-11, Montgomery County Council Resolution No. 17-1111, and Montgomery County Council Resolution No. 18-150.
3. This agreement does not affect or alter the positions or rights of the parties in regards to these benefits. MCGEO agrees that they will not file a prohibited practice charge referencing the funding of these benefits, identified in paragraph one, in the FY17 recommended budget.

IN WITNESS WHEREOF, the parties hereto have caused their names to be subscribed hereto by their duly authorized officer and representatives, this 29 day of February, 2016.

UFCW Local 1994, MCGEO:

By: Gino Renne 2/29/16
Gino Renne, President Date

Montgomery County, Maryland:

By: William F. Scott 2-29-16
William F. Scott, Chief Negotiator Date

Approved as to form and legality
Office of County Attorney

By: Heather A. Malloy 3/2/16
Heather A. Malloy Date
Silvia C. Kinch

Accident/Incident Review Procedure - Policy Side Letter

July 1, 2016-

Two Year Pilot Project

- I. Purpose
 - A. To determine the preventability of all accidents and incidents within the Division of Transit Services.
 - B. To provide structure and guidelines to determine preventability of each accident and incident.
 - C. To ensure consistency throughout the review process.
- II. Definitions
 - A. Accident – Any contact involving a motor vehicle owned and/or operated by Montgomery County. The contact may occur while a vehicle is moving or standing, with any other motor vehicle, person, object, regardless of fault, nature and extent of personal injury or property damage. This would include accidents resulting in no damage to either vehicle. Vehicles leaving the roadway and resulting in personal injury, property damage, a service disconnect, and/or requiring towing or assistance will be considered an accident.
 - B. Preventable Accident/Incident – The employee failed to do everything reasonable to prevent and/or avoid an accident/incident while utilizing the Smith System defensive driving principles and considering Ride On safety training methods, procedures, and instructions.
 - C. Non-Preventable Accident/Incident – The employee did everything reasonable to prevent or avoid an accident/incident while utilizing the Smith System defensive driving principles and considering Ride On safety training methods, procedures, and instructions.
 - D. Incident – A mishap occurring to any person or passenger while boarding, on board or alighting a county vehicle for the purpose of being transported. The result of the incident leads to actual or potential injury.
 - E. Accident/Incident Review Process - Accidents/Incidents will be reviewed on a daily basis by the Chief of Operations, Chief of Safety, Training and Security, and a Depot Chief. After analyzing all available pertinent information and evidence, the reviewers will determine preventability. A report of the findings will be generated and submitted to the employee, Depot Chief, and the Union through the County email system. This report will be submitted to all parties each

Monday. A Preliminary Accident Review meeting will take place each Friday with a representative from Safety and Training and a representative from the Union. The purpose of the Preliminary Accident Review meeting is to allow the Union the opportunity to review the accident/incident information.

- F. Appeals Process – In the event an employee wishes to appeal the initial decision, an appeal process will be available. Appeals must be submitted to the Chief of Safety, Training and Security, and/or the appropriate Depot Chief, in writing, utilizing the County email system. The employee or the Union has ten (10) calendar days to appeal the decision after the Depot Chief, employee, and the Union have been notified by county email. The date of notification is understood to be the first day of the ten (10) calendar day period. Any request for an appeal received after the ten (10) calendar day period will not be considered for appeal.
- G. Appeals Committee – The Appeals Committee is comprised of a representative of the Transit Division, a representative of MCPD Traffic Division, appointed by the Division Chief, and an active bus operator, appointed by the Union. All committee members must be trained in the Smith System Defensive Driving Program, and committee members are required to complete Smith System training prior to serving on the committee. Smith System Training will be conducted by a qualified Ride On Safety and Training Instructor or Supervisor. Committee members and alternate members appointed by the Transit Division, MCPD Traffic Division, and Union will serve a maximum of twelve (12) months every twenty-four (24) months beginning July 1, 2016. The Transit Division representative will serve as the chairperson and is responsible for recording the committee's decisions. The chairperson will notify the Transit Division, MCPD Traffic Division, the Union and the employee of the final decision. The final decision will be in writing, presented to all parties at the conclusion of each review and will be communicated to all parties utilizing the County email system. A representative from MCGEO will be in attendance for all Appeals Committee proceedings. The MCGEO representative is strictly an observer of the appeals process and may only advise the represented employee.
- H. Accident/Incident Information – Includes all available police reports, Ride On Incident/Accident Reports, operator statements, passenger information cards, supervisor/coordinator statements, witness statements, pictures, transit reports and audio/video evidence.

III. Responsibilities

- A. Employees – Employees are professional drivers who strive to eliminate driving errors on their part and make allowances for the lack of skill or improper driving

actions of other drivers. Professional operators adjust their own driving to compensate for unusual weather, road and traffic conditions, and are not led into an accident/incident by the unsafe actions of either pedestrians or other drivers. In being alert to accident/incident producing situations, they recognize the need for preventive action in advance and take the necessary precautions to prevent accidents/incidents. Professional operators know when to slow down, stop, check blind spots or yield the right of way to avoid involvement.

Role of the Appeals Committee - The committee will meet, as required, each month to review all accident/incident appeals and determine preventability. The time and date of the Appeals Committee review will be agreed on by committee members the month prior to the review. The committee will review all available police reports, Ride On Incident/Accident Reports, passenger information cards, supervisor/coordinator written statements, written witness statements, written employee statements, pictures, transit reports and audio/video evidence, etc., during the appeal process. Employees will be provided the opportunity, when operational requirements are met, to attend the appeals process but are not required to attend. Once an appeal has been requested, the appeal review must take place on the scheduled date and time. Majority rules on all committee decisions and the decision is final. The decision of the Appeals Committee will be reported in writing to the employee, Depot Chief, Ride On Safety and Training, and the Union at the conclusion of each review.

IV. Disciplinary Action

- A. Progressive disciplinary action as described in the CBA and County Regulations shall be administered for each preventable accident/incident. It is the responsibility of the Depot Chief to administer disciplinary action.
- B. Preventable accidents/incidents resulting in mirror, tire or rim damage only, shall result in an oral admonishment for the first offense. A written reprimand will be issued for the second offense. Progressive disciplinary action will apply to any additional accident/incidents resulting in mirror, tire or rim damage only.
- C. For the purpose of progressive disciplinary action, preventable accidents/incidents will remain on the employee's record for a rolling period of two years.
- D. Employees currently under the guidelines of the "Accident Review Procedure" dated November 1, 1984, will be held accountable for preventable accidents occurring within a rolling two-year period. Appropriate progressive disciplinary action will be administered based on preventability and severity of the accident/incident.

V. Accident Follow-up Training

A. Employees having a preventable accident will receive follow-up training as soon as possible. Training will be conducted by a Safety and Training Instructor.

VI. Funding

Funding for the implementation of this Procedure will be provided by the County-wide LMRC established by Article 29 of the Collective Bargaining Agreement.

This a two-year pilot project and will be reviewed by both parties at the end of the 24-month period and will either continue through concurrence by both parties and be part of the CBA or if either party objects to the continuance of this Accident/Incident Review Procedure, the prior Accident Review Policy will be adopted.

IN WITNESS WHEREOF, the parties hereto have caused their names to be subscribed hereto by their duly authorized officer and representatives, this 7th day of March, 2016.

UFCW Local 1994, MCGEO:

By: Gino Renne 3/7/16
Gino Renne, President Date

Montgomery County, Maryland:

By: William F. Scott 3-7-16
William F. Scott, Chief Negotiator Date

Approved as to form and legality
Office of County Attorney

By: Heather A. Mulloy 3/7/16
Heather A. Mulloy Date

Inclement Weather Event/Safety Shoe Allowance – Side Letter

July 1, 2016 - June 30, 2017

The Montgomery County Government (Employer) and the Municipal & County Government Employees Organization, UFCW Local 1994, AFL-CIO (Union) hereby agree to the following procedures for Inclement Weather Events and Safety Shoe Allowance, by bargaining unit members in the Department of General Services (DGS), Division of Fleet Management Services (DFMS) facilities (specifically EMTOC, BMF, Nicholson, and Depot Mechanics) for the period beginning July 1, 2016 and ending June 30, 2017.

Inclement Weather Event

All designated emergency essential Department of General Services (DGS), Division of Fleet Management Services (DFMS) bargaining unit employees who are assigned to work during periods of County initiated inclement weather and other emergency event:

- Work assigned shifts due to operational needs of up to twelve (12) hours and not to exceed fourteen (14) hours;
- Provided designated rest periods not less than ten (10) hours. The designated rest periods include time reserved for matters related to personal hygiene (shower, clean-up, etc.);
- Provided clean and safe sleeping quarters and sleeping supplies;
- Employees are responsible for keeping issued sleep kit in good condition and returning all contents at the end of event.
- Meals will be provided for each shift three (3) times a day at a designated Department of Transportation (DOT) facilities throughout the period of inclement weather or other emergency event; DGS will make every effort to ensure that employees will receive not less than two (2) hot meals. DGS will not reimburse bargaining unit employees for meals purchased when meals are provided by the County.
- All hours covered by the County designated inclement weather or other emergency event shall be paid in accordance with incident specific guidance issued by the County, current payroll procedures, and the collective bargaining agreement.
- Employees can accrue no more than 40 hours of compensatory leave during a County designated inclement weather or other emergency event during a calendar year.

Safety Shoe Allowance

The Department of General Services (DGS), Division of Fleet Management Services (DFMS) shall contribute up to \$200.00 during FY17 toward the purchase of safety shoes by employees, as required or recommended by management. To receive this reimbursement, the employee must: present a valid receipt for the purchase of the shoes to his or her assigned Department or Agency; the shoes must fit the job assignment to the bargaining unit employee as determined by Risk Management, and the shoes must comply with American National Standard Institute (ANSI) safety standard ANSI: Z41.1999, or subsequently adopted appropriate ANSI or ASTM standard.

IN WITNESS WHEREOF, the parties hereto have caused their names to be subscribed hereto by their duly authorized officer and representatives, this 7th day of March, 2016.

UFCW Local 1994, MCGEO:

Montgomery County, Maryland:

By: Gino Renne for 3/7/16
Gino Renne, President Date

By: William F. Scott 3-7-16
William F. Scott, Chief Negotiator Date

Approved as to form and legality
Office of County Attorney

By: Heather A. Mulloy 3/7/16
Heather A. Mulloy Date

Summary of Proposed Labor Agreement with MCGEO Effective FY 2017

| 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 (a) | Wages | First full pay period following July 1, 2016, members will receive 0.5% GWA. First full pay period following January 1, 2017 each member will receive 0.5% GWA | yes | yes | no | no | See Fiscal Impact Statement |
| 2 | 5.2(b) | Wages | The County will provide a lump sum payment in FY17 of 1.0% to top of grade members actively employed on July 1, 2016. Calculation will be based on base salary paid the first full pay period after July 1, 2016. The lump sum will be prorated for part time employees. Employees who are scheduled for a longevity step during FY17 are not eligible for the payment. It will be a separate payment made at the conclusion of the first full pay period in FY17. Employees on unpaid leave and return to work during FY17 will receive their lump sum following their return to active employment. Employees covered by Article 53.1(a) will receive the lump sum in the last full pay period of FY17 prorated on the number of hours worked up to that point during FY17. | yes | yes | no | no | See Fiscal Impact Statement |
| 3 | 5.2 (c) | Wages | All previously postponed GWA's will not be paid in FY2017 | no | no | no | no | |
| 4 | 6.8 | Service Increments | 3.5% service increments for bargaining unit members in FY2017 | yes | yes | no | no | See Fiscal Impact Statement |
| 5 | 6.9 | Service Increments | Members whose service increment was postponed during FY11, FY12, and/or FY13 and is otherwise eligible shall receive a salary adjustment of 3.5% effective the first full pay period following May 1, 2017. This adjustment cancels one of the three previously postponed service increments. The remaining two will not be paid in FY17. | yes | yes | no | no | See Fiscal Impact Statement |

Summary of Proposed Labor Agreement with MCGEO Effective FY 2017

| No. | Article | Subject | Summary of Change | Requires Appropriation of funds | Present or Future Fiscal Impact | Requires Legislative Change | Requires Regulation Change | Notes |
|-----|------------|---------------------------------------|---|---------------------------------|---------------------------------|-----------------------------|----------------------------|--|
| 6 | 9.9(c) | Classification Issues | 25 individual studies will be accepted in June 2016 for FY17 studies. Half the funding for the studies will be requested from the LMRC. The County shall conduct 7 classification studies in FY2017, jointly determined by the parties | yes | yes | no | no | See Fiscal Impact Statement. \$25,000 is the additional fiscal impact. \$25,000 will come from the budgeted \$100,000 allocation to LMRC and \$80,000 for the 7 classification studies is included in OHR's base budget. |
| 7 | 21.2(b)(5) | Benefits | The following will be referred to the Employee Benefits Committee for discussion, review, and implementation during FY17: Generic Step Therapy, Specialty Pharmacy Guideline Management, Advanced Control Specialty Formulary, and Pharmacy Advisor Counseling at CVS Retail. | no | yes | no | no | See Fiscal Impact Statement |
| 8 | 21.11 | Voluntary Benefits | Unit members are eligible for the following benefits provided they pay 100% of the premiums: Long Term Care and Real Estate Rebate Program. | no | no | no | no | |
| 9 | 21.18 | Optional and Dependent Life Insurance | At age 70, the face value of the optional life insurance policy reduces to 50% of the original face value. At age 75, the face value of the policy reduces to 25% of original face value. The member can purchase the amount of the reductions on an individual policy as long as amount does not exceed the original face value. Dependent life insurance options added: \$2,000 spouse; \$1,000 child to age 26 \$4,000 spouse; \$2,000 child to age 26 \$10,000 spouse; \$5,000 child to age 26 | no | no | no | no | |

Summary of Proposed Labor Agreement with MCGEO Effective FY 2017

| No. | Article | Subject | Summary of Change | Requires Appropriation of funds | Present or Future Fiscal Impact | Requires Legislative Change | Requires Regulation Change | Notes |
|-----|--------------|---|---|---------------------------------|---------------------------------|-----------------------------|----------------------------|-----------------------------|
| 10 | 21.21 | Domestic Partner Coverage | Qualifying same or opposite sex domestic partners are eligible dependents under the employer's health insurance coverage described in Article 21, Sections 1, 2, 12, and 13. | yes | yes | Yes | Yes | See Fiscal Impact Statement |
| 11 | 32.7 | Tools & Uniforms | County agrees to maintain clean and sanitary locker rooms and lavatories. Facilities will be adequately equipped to include all necessary equipment and supplies. | no | no | no | no | |
| 12 | 34.10 | General Conditions | Each department shall develop an employee and worksite safety policy, to include following the County's established guidelines in general emergency preparedness training. Department employees can provide areas of focus to worksite safety coordinators by June 30 each year. | no | no | no | no | |
| 13 | 42 | Duration | One year contract, July 1, 2016 through June 30, 2017 | no | no | no | no | |
| 14 | 53.1 | Wages | Seasonal employees on Seasonal Salary Schedule shall receive either a \$.25 an hour adjustment effective first full pay period after July 1, 2016 or the Montgomery County minimum wage, whichever is greater. | yes | yes | no | no | See Fiscal Impact Statement |
| 15 | Appendix II | Department of Health and Human Services | Following items will be referred to the HHS LMRC: -Children Youth and Family LMRC: 4/10 schedules for social workers, presentation by OHR on promotions and advancement process, relationship building for staff and supervisors -School Health Services LMRC: employee access and use of NEXTGEN computer system | no | no | no | no | |
| 16 | Appendix VII | Salary Schedule | Title added for clarification purposes | | | | | |
| 17 | Appendix XI | Attendance Policy | Two Year Pilot Program with DOT establishing a uniform policy for bus operators, transit coordinators and motor pool attendants. | no | no | no | no | |

Summary of Proposed Labor Agreement with MCGEO Effective FY 2017

| No. | Article | Subject | Summary of Change | Requires Appropriation of funds | Present or Future Fiscal Impact | Requires Legislative Change | Requires Regulation Change | Notes |
|-----|---------------|---|--|---------------------------------|---------------------------------|-----------------------------|----------------------------|---|
| 18 | Appendix XIII | Department of Public Libraries | MCPL will ensure the following: -upper level door at Long Branch Library is secure from the outside. Will be used as emergency exit, not an entrance -Clarification on the multilingual process is distributed -Guidance on the roving process and handling of end-of-shift issues | no | no | no | no | |
| 19 | Appendix XV | Department of Recreation | Items referred to the following subcommittees: -LMRC Building Maintenance Subcommittee: contract cleaners will be asked to increase high dusting around intake and exhaust areas - Safety and Health Subcommittee: The department will continue to make replacements and upgrades as needed based on funding availability. | no | no | no | no | |
| 20 | Side Letter | Inclement Weather/Safety Shoe Allowance | Side letter outlining procedures for Inclement Weather Events and Safety Shoes Allowance for members in DGS and Division of Fleet Management (specifically EMTOC, BMF, Nicholson, and Depot Mechanics) | yes | no | no | no | See Fiscal Impact Statement. No additional fiscal impact. DGS Fleet Management's base budget appropriation is sufficient. |
| 21 | Side Letter | Accident/Incident Review Procedure | Two Year Pilot Projects with DOT to determine the preventability of all accidents and incidents, provide structure and guidelines to determine preventability, and ensure consistency in the review process. | yes | no | no | no | See Fiscal Impact Statement. The cost to implement will be paid from budgeted LMRC funds. |

**Municipal and County Government Employees Organization
 Public Fund and Commercial Workers Local 1000
 Fiscal Impact Summary**

| <u>Article</u> | <u>Item</u> | <u>Description</u> | <u>Annual Cost</u> | |
|----------------|------------------------|--|--------------------|---------------------|
| | | | <u>FY17</u> | <u>Beyond FY17</u> |
| 5 | Wages | 0.5 Percent General Wage Adjustment in July 2016 and 0.5 Percent General Wage Adjustment in January 2017 | \$2,732,914 | \$3,643,885 |
| 5.1 | Longevity | Longevity Step Increase of 3 Percent for Eligible Employees | \$86,226 | \$172,618 |
| 5.2 | Lump Sum | 1 Percent Lump Sum Payment for Eligible Employees at top of grade | \$1,241,241 | \$0 |
| 6 | Service Increments | Service Increment of 3.5 Percent for Eligible Employees | \$3,712,403 | \$7,341,114 |
| 6.9 | Service Increments | Postponed Increment - 3.5 Percent Paid in May 2017 | \$718,336 | \$4,669,183 |
| 9 | Classification Studies | 25 Individual and 7 Job Classification Studies | \$25,000 | \$0 |
| 21 | Insurance Coverage | Inclusion of Pharmacy Benefit Management Programs | -\$202,564 | -\$270,085 |
| 21 | Insurance Coverage | Domestic Partner Coverage, effective January 2017 | \$251,956 | \$503,912 |
| 53 | Seasonal Employees | Additional \$0.25 for Eligible Seasonal Employees | \$116,699 | \$116,699 |
| Total | | | \$8,682,212 | \$16,177,326 |

Non-Represented Pass-Through Estimates

| <u>Item</u> | <u>Description</u> | <u>Annual Cost</u> | |
|--------------------|--|--------------------|--------------------|
| | | <u>FY17</u> | <u>Beyond FY17</u> |
| Wages | 0.5 Percent General Wage Adjustment in July 2016 and 0.5 Percent General Wage Adjustment in January 2017 | \$1,542,247 | \$2,056,329 |
| Longevity | Longevity Step Increase of 2 Percent for Eligible Employees | \$20,497 | \$42,026 |
| Lump Sum | 1 Percent Lump Sum Payment for Eligible Employees at top of grade | \$675,268 | \$0 |
| Service Increments | Service Increment of 3.5 Percent for Eligible Employees | \$1,311,026 | \$2,564,864 |
| Service Increments | Postponed Increment - 3.5 Percent Paid in May 2017 | \$190,314 | \$1,237,043 |
| Insurance Coverage | Inclusion of Pharmacy Benefit Management Programs | -\$186,927 | -\$249,236 |
| Insurance Coverage | Domestic Partner Coverage, effective January 2017 | \$92,320 | \$184,640 |
| Total | | \$3,644,745 | \$5,835,667 |

* Estimates reflect the impact to all funds. Increases apply in the first full pay period during the month noted.
 Note: Transit Accident Review is estimated to have an impact of \$21,600 in FY17, paid through LMRC funds.
 Fleet Safety Shoes can be provided within current equipment appropriation.



OFFICE OF THE COUNTY EXECUTIVE
ROCKVILLE, MARYLAND 20850

Isiah Leggett
County Executive

MEMORANDUM

April 1, 2016

TO: Nancy Floreen, President
Montgomery County Council

FROM: Isiah Leggett, County Executive 

SUBJECT: Memorandum of Agreement between the County and FOP

I have attached for the Council's review the agreement resulting from the recent collective bargaining negotiations between the Montgomery County Government and the Fraternal Order of Police, Montgomery County Lodge 35, Inc. The agreement reflects the changes that will be made to the existing Collective Bargaining Agreement effective July 1, 2016 through June 30, 2017.

I have also attached a summary of the agreed upon items as well as a copy of the fiscal impact statement referenced in the Workforce/Compensation chapter of my budget to assist in Council's review of the document. The items will take effect for the first time in FY2017 and have a fiscal impact in FY2017.

IL: geb

Attachments

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

Resolution No.: _____
Introduced: April 19, 2016
Adopted: _____

**COUNTY COUNCIL
FOR MONTGOMERY COUNTY, MARYLAND**

Lead Sponsor: Government Operations and Fiscal Policy Committee

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, 2016, the County Executive submitted to the Council an agreement between the County government and Fraternal Order of Police for the year July 1, 2016 through June 30, 2017. 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 FY17.
5. The Government Operations and Fiscal Policy Committee considered the Agreement and made recommendations at a worksession on April 21, 2016.
6. The County Council has considered these terms and conditions and is required by law to indicate on or before May 1 its intention regarding the appropriation of funds or any legislation or regulations required to implement the agreement.

Action

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

The County Council intends to approve/reject the following provisions for FY17:

1. 0.5% general wage adjustment for all bargaining unit members on the first pay period after July 1, 2016.
2. 0.5% general wage adjustment for all bargaining unit members on the first pay period after January 1, 2017.
3. 3.5% service increments for all eligible members.
4. 3.5% service increment for all bargaining unit members whose service increment was deferred during FY12 or FY13, and who is otherwise eligible, effective the first pay period after July 1, 2016.
5. Tuition assistance cap at \$135,000.
6. 3.5% longevity increments for eligible members.

The Council intends to approve the group insurance provisions as they were included in the Executive's Recommended FY16 operating budget, including a Medicare Part D Employer Group Waiver Prescription Drug Plan for Medicare-eligible retirees. 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

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

Montgomery County, Maryland (hereinafter *County*) and the Fraternal Order of Police, Montgomery County Lodge 35, Inc. (Union), conducted negotiations pursuant to Section 33-75, *et seq.*, of the Montgomery County Code for the term July 1, 2016 through June 30, 2017. As a result of those negotiations, the County and Union agree that the Collective Bargaining Agreement shall be amended according to the terms set forth below.

Please use the key below when reading this document:

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

Article 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 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.

Effective the first full pay period following July 1, 2016, each unit member shall receive a wage increase of one half of a percent (0.5%). Effective the first full pay period following January 1, 2017, each unit member shall receive a wage increase of one half of a percent (0.5%). Each unit member whose service increment was deferred during FY2012 and/or FY2013, and who is otherwise eligible, shall receive a salary adjustment of 3.5% effective the first full pay period following July 1, 2016.

Article 47 Duration of Contract

The duration of this agreement shall be one year, become effective on July 1, [2015]2016, and terminate on June 30, [2016] 2017.

Article 72 Body Worn Camera System

Section A. A Body-worn Camera means a device worn on the person of a law enforcement officer that is capable of recording video and intercepting oral communications. This article applies to any Body Worn Camera System (BWCS). All recordings and recording devices will be used for official business only. Use of the BWCS will comply with all applicable laws and this agreement. Neither this agreement nor any use of BWCS shall be construed as a waiver of any constitutional, statutory, civil, or other legal right by any unit member.

Section B. The provisions of Article 64 apply to the use of BWCS.

Section C. Location of BWCS. The BWCS will be worn in a manner consistent with department training (industry standards will be considered).

Section D. Use of Recordings.

- 1 The County will not use BWCS recordings in a discriminatory, arbitrary or capricious manner.

- 2 BWCS recordings shall not be routinely reviewed for the express purpose of discovering acts of misconduct or instances of poor performance without cause. An employee's supervisor may use BWCS recordings to address performance when cause exists. Any recording used must be reviewed with the subject employee prior to any documentation of performance. Any documented review will be included in the employee's supervisory file. The employee shall have the opportunity to respond in writing to the document. The response shall be attached to the supervisor's document. The employee and the employee's representative shall be provided access to the referenced recording if requested. Performance evaluation shall not be the sole reason for the County retaining a recording beyond the agreed upon term.

- 3 Employees will be provided written notice from their immediate supervisor, or designee, of the County's intent to use BWCS recordings for the purpose of performance evaluations which result in a below average rating in one or more categories. This notice will be given at least four months prior to the end of rating period. Any recording supporting below average performance being referenced within the last four months of a rating period may also be used if the employee received written notice at least 30 days before the conclusion of a rating period. If a recording is referenced from the last 30 days of the rating period, the rating will serve as written notice. Any portion of a recording used by the County for the purpose of documenting below average performance in a performance evaluation will be reviewed with the subject employee and documented as a counseling session in accordance with Article 51, Section D, of the CBA.

- 4 Employees will be given written notice of the County's intent to rely upon BWCS as a basis of discipline for employees. This notice will be given when an employee is served with their internal investigation notice (MCP 242). The employee will be afforded the opportunity to review BWCS recordings related to the incident being investigated administratively with their selected representative at least five days prior to being interrogated.

- 5 Employees will be given written notice of the Department's intent to utilize BWCS recordings for training purposes. This notice and opportunity to review the recording, will be provided to the employee at least ten working days before the recording is used in the training venue. An employee captured in the video or audio may object to the use of the recording, in writing, to the Director of the Public Safety Academy (or designee) within five working days of receiving the notice of intent to use the recording for training as to any reason(s) why the he or she does not wish the recording be used. The Director of the Public Safety Training Academy (or designee) will consider any reason submitted by the employee before proceeding with use. The decision shall be based upon a determination as to whether the training value outweighs the member's objection.

- 6 Employees shall not record non-work related personal activity.

Section E. Release of Video

1. Release of BWCS video in absence of a specific request: The County will provide written notice to the FOP prior to the release of any BWCS recording to the public. In the event of an emergency or a bona fide public safety need the County may provide written notice after the release. This does not include release of recordings in connection with litigation. In events where there is no exigency, an employee captured in the recording may object to the use of the recording, in writing, to the Chief of Police (or designee) within two calendar days of receiving the notice of intent to release the recording as to any reason(s) why he or she does not wish the recording to be released. The Chief of Police (or designee) will consider any reason submitted by the employee before proceeding with the release.
2. The release of recordings of an employee's death or injury shall not occur absent compelling law enforcement related reasons to release the recording or in situations where the release of those recordings are required by law.
3. The County shall ensure that all external requests for copies of recordings, including subpoenas and summonses, will be reviewed for compliance with applicable standards, including those imposed by law or by provisions of this Agreement. The County will maintain a log of all MPIA requests for BWCS recording that it receives. The County will make this log, the underlying MPIA request, and the requested recording, available to the FOP for inspection. If the FOP objects to the release of any portion of the recording, it must promptly notify the County of its objection(s) and its intent to file a "reverse MPIA" action if the County decides to release the requested recording. The County will promptly notify the FOP of any decision to release the requested recording and the date and time of that release, unless the FOP first serves the County with a "reverse MPIA" action it has filed in a court of competent jurisdiction. The parties will make all reasonable efforts to provide each other with expeditious notice under this section given the relatively short time limits in the MPIA and its overall policy of providing the public with prompt access to public records without unnecessary delay.

Section F. Retention of Data

- 1 All BWCS recordings will be destroyed after 210 days, unless the Department deems it necessary to retain the recording for a longer period of time.
- 2 An employee may elect to save BWCS recordings for longer than 210 days if the recording was used to support a performance evaluation which resulted in single category being rated as below requirements

- 3 If an employee activates a BWCS generating a recording of a prohibited use or that is not a law enforcement related encounter or activity, the employee shall notify his or her supervisor promptly. Recordings deemed by the County to be recorded inadvertently and which are of no legitimate purpose to the County, shall be destroyed expeditiously.

Section G. Access to Recordings

1. A recording made by an employee may be reviewed by the recording employee for any work related reason, including but not limited:
 - a. to ensure the BWCS system is working properly.
 - b. to assist with the writing of a report or other official document.
 - c. to review/critique his or her own performance.
 - d. to review/prepare for court.
 - e. to respond to a civil suit, criminal investigation (if the employee is the subject of the investigation), citizen or administrative complaint; the employee shall have the ability to review their BWCS recording of the subject incident prior to making a statement.
2. Employees are not allowed to view another employee's recordings except for a work-related reason which is authorized by their supervisor,
3. An employee or the FOP shall have access to a BWCS recording that is directly related to any administrative investigation, or civil suit (where the employee is a named defendant).
4. When a recorded incident or recording of an incident is used to question an employee during a formal internal investigation, access to all BWCS recordings related to the incident shall be provided to the employee at least five working days in advance of such questioning.
5. Management shall have access to recordings for any legitimate matter.
6. A log will be kept to record access to all recordings. The log will include the:
 - a. name of employee accessing the recording;
 - b. reason for access with reasonable clarity ;
 - c. date recording was accessed, and
 - d. the length of time it was viewed.
- 7 The employee recorded must be given timely and ongoing access to the log.

Section F. General Use

1. The County shall provide work time for employees to perform a function test of the BWCS in accordance with the manufacturer's recommendations and department policy.
2. Employees discovering a BWCS malfunction shall promptly report the malfunction to a supervisor.
3. If employees are unable to begin recording with the BWCS due to circumstances making it unsafe, impossible, or impractical to do so, employees shall begin recording with the BWCS at the first reasonable opportunity to do so.

IN WITNESS WHEREOF, the parties hereto have caused their names to be subscribed hereto by their duly authorized officers and representatives this 29th day of March 2016.

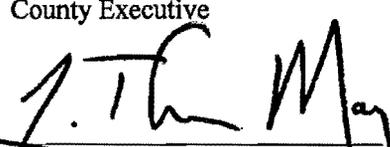
FRATERNAL ORDER OF POLICE,
MONTGOMERY COUNTY LODGE 35

MONTGOMERY COUNTY,
MARYLAND

By:  3/29/16
Torrie Cooke
President

By:  3/31/16
Isiah Leggett
County Executive

 3/29/16
Matt Frasca
Chief Negotiator

 3/30/16
J. Thomas Manger
Chief of Police


Approved for form and legality
County Attorney
Heather A. Mulloy

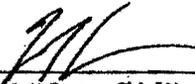
**Memorandum of Understanding between
Fraternal Order of Police Montgomery County Lodge 35, Inc. and
The Montgomery County Government Montgomery County, Maryland
For July 1, 2016 to June 30, 2017**

This Memorandum of Understanding between the Montgomery County Government (hereinafter, the ((County")) and the Fraternal Order of Police Montgomery County Lodge 35, Inc. (hereinafter the ((FOP")) hereby memorializes the agreements between the parties, arising out of collective bargaining negotiations that occurred during November, 2015 through January 2016.

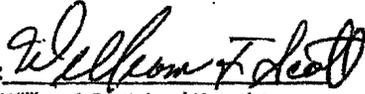
1. The parties acknowledge that the health, prescription and retirement benefits currently being provided by the Employer pursuant to previous County Council action are inconsistent with the provisions of the Collective Bargaining Agreement.
2. The parties agree that, notwithstanding the CBA language, the Employer will seek, for the FY17 recommended budget, funding for those benefits at the level set by Montgomery County Council Resolution No. 17-149, Bill 11-11 and Montgomery County Council Resolution No. 17-1111, and Montgomery County Council Resolution No. 18-150.
3. This agreement does not affect or alter the positions or rights of the parties in regards to these benefits. The FOP agrees that they will not file a prohibited practice charge referencing the funding of these benefits, identified in paragraph one, in the FY17 recommended budget.

IN WITNESS WHEREOF, the parties hereto have caused their names to be subscribed hereto by their duly authorized officer and representatives, this 4th day of February, 2016.

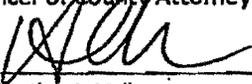
Fraternal Order of Police, Lodge 35, Inc.:

By:  2/4/16
Matt Frasca, Chief Negotiator Date

Montgomery County, Maryland

By:  2-4-16
William F. Scott, Lead Negotiator Date

Approved as to form and legality
Officer of County Attorney

By:  2/4/16
Heather A. Mulloy Date

Summary of Economic Impact Items in the Labor Agreement with FOP Effective FY 2017

| | A | B | C | D | E | F | G | H | I |
|---|-----|---------|-------------------------|--|---------------------------------|---------------------------------|-----------------------------|----------------------------|-----------------------------|
| | No. | Article | Subject | Summary of Change | Requires Appropriation of funds | Present or Future Fiscal Impact | Requires Legislative Change | Requires Regulation Change | Notes |
| 1 | | | | | | | | | |
| 2 | 1 | 28 | Service Increments | Effective July 1, 2016, eligible members shall receive an annual service increment on their anniversary date. | yes | yes | no | no | See Fiscal Impact Statement |
| 3 | 2 | 36 | Wages | Effective the first full pay period after July 1, 2016, members will receive a wage increase of one half percent (0.5%). Effective the first full pay period following January 1, 2017, each unit member shall receive a wage increase of one half percent (0.5%). Each unit members whose service increment was deferred during FY2012 and/or FY2013, and who is otherwise eligible, shall receive a salary adjustment of 3.5% effective the first full pay period following July 1, 2016. | yes | yes | no | no | See Fiscal Impact Statement |
| 4 | 3 | 47 | Duration of Contract | July 1, 2016 through June 30, 2017 | no | no | no | no | |
| 5 | 4 | 72 | Body Worn Camera System | New Article; All patrol staff will be issued a Body Worn Camera System (BWCS); Article describes the following aspects of the BWCS: -Location of BWCS -Use of Recordings -Release of video -Retention of Data - Access to Recordings -General Use of BWCS | no | no | no | no | |

42

**National Order of Police County Lodge 25, Inc.
Financial Impact Summary**

| <u>Article</u> | <u>Item</u> | <u>Description</u> | <u>FY17</u> | <u>Annual Cost Beyond FY17</u> |
|----------------|--------------------|--|--------------------|--------------------------------|
| 28 | Service Increments | Service Increment of 3.5 Percent for Eligible Employees | \$1,409,770 | \$2,120,082 |
| 28 | Longevity | Longevity Step Increase of 3.5 Percent for Eligible Employees | \$77,164 | \$117,515 |
| 28 | Service Increment | FY12 Increment - 3.5 Percent Paid in July 2016 | \$1,313,545 | \$1,313,545 |
| 36 | Wages | 0.5 Percent General Wage Adjustment in July 2016 and 0.5 Percent General Wage Adjustment in January 2017 | \$934,849 | \$1,246,466 |
| Total | | | \$3,735,328 | \$4,797,608 |

Police Unionized Management Pass-Through Estimates

| <u>Item</u> | <u>Description</u> | <u>FY17</u> | <u>Annual Cost Beyond FY17</u> |
|--------------------|--|-----------------|--------------------------------|
| Wages | 0.5 Percent General Wage Adjustment in July 2016 and 0.5 Percent General Wage Adjustment in January 2017 | \$78,729 | \$104,972 |
| Service Increments | Service Increment of 3.5 Percent for Eligible Employees | \$3,116 | \$5,218 |
| Longevity | Longevity Step Increase of 3.5 Percent for Eligible Employees | \$11,844 | \$17,066 |
| Total | | \$93,689 | \$127,256 |

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



OFFICE OF THE COUNTY EXECUTIVE
ROCKVILLE, MARYLAND 20850

Isiah Leggett
County Executive

MEMORANDUM

April 1, 2016

TO: Nancy Floreen, President
Montgomery County Council

FROM: Isiah Leggett, County Executive 

SUBJECT: Memorandum of Agreement between the County and IAFF

I have attached for the Council's review the agreement resulting from the recent negotiations between the Montgomery County Government and the Montgomery County Career Fire Fighters Association, International Association of Fire Fighters, Local 1664. The agreement is the product of a settlement reached by the parties during mediation. The agreement reflects the changes that will be made to the existing Collective Bargaining Agreement to be effective July 1, 2016 through June 30, 2017.

I have also attached a summary of the agreed upon items as well as a copy of the fiscal impact statement referenced in the Workforce/Compensation chapter of my budget to assist in Council's review of the document. The items will take effect for the first time in FY2017 and have a fiscal impact in FY2017.

Attachments

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

Resolution No.: _____
Introduced: April 19, 2016
Adopted: _____

COUNTY COUNCIL
FOR MONTGOMERY COUNTY, MARYLAND

Lead Sponsor: Government Operations and Fiscal Policy Committee

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

Background

1. Section 510A of the County Charter authorizes the County Council to provide by law for collective bargaining with binding arbitration with authorized representatives of County career fire fighters.
2. Chapter 33, Article X of the County Code implements Section 510A of the Charter and provides for collective bargaining by the County Executive with the certified representatives of the County's fire fighters and for review of the resulting contract by the Council.
3. On April 1, 2016, 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, 2016 through June 30, 2017. The Agreement is attached to this Resolution.
4. The Executive has submitted to the Council the terms and conditions of the collective bargaining agreement that require or may require an appropriation of funds or changes in any County law or regulation for FY17.
5. The Government Operations and Fiscal Policy Committee considered and made recommendations concerning the agreement at a worksession on April 21, 2016.
6. The County Council has considered these terms and conditions and is required by law to indicate on or before May 1 its intention regarding the appropriation of funds or any legislation or regulations required to implement the agreement.

Action

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

The County Council intends to approve/reject the following provisions for FY17:

1. 1% general wage adjustment for all bargaining unit members on the first pay period after July 1, 2016.
2. 1% general wage adjustment for all bargaining unit members on the first pay period after February 5, 2017.
3. 3.5% longevity increment for all eligible bargaining unit members with 20 or 28 years of service.
4. 3.5% service increments for all eligible bargaining unit members.
5. Increase the special duty differentials for ALS providers to:
 - (a) \$6080 for employees with 0-4 years of experience;
 - (b) \$7391 for employees with 5-8 years of experience; and
 - (c) \$8701 for employees with more than 8 years of experience.
6. Changes to working out of class pay eligibility for being assigned to an ALS transport unit.
7. Tuition Assistance.
8. No accrual of leave while a bargaining unit member is using donated leave.

The Council intends to disapprove the group insurance provisions in the collective bargaining agreement. The Council intends to approve the group insurance provisions as they were included in the FY16 operating budget, including a Medicare Part D Employer Group Waiver Prescription Drug Plan for Medicare-eligible retirees. The Council intends to approve all other provisions of the Agreement subject to Council review.

This is a correct copy of Council action.

Linda M. Lauer, Clerk of the Council

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

The Montgomery County Government (Employer) and the Montgomery County Career Fire Fighters, International Association of Fire Fighters, Local 1664, AFL-CIO (Union) conducted negotiations pursuant to Section 33-153 of the Montgomery County Code for the term July 1, 2016 through June 30, 2017. As a result of those negotiations, the Employer and Union agree that the Collective Bargaining Agreement shall be amended according to the terms set forth below.

Please use the key below when reading this document:

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

* * *

**Article 2
Organizational Security**

* * *

Section 2.3 Union Business

* * *

- E. The President and two Vice Presidents of the Union shall each be provided with [one pager each of a type and design selected by the Employer] the device and software necessary to monitor radio channels as they would on a normal fire station portable radio to assist in their representational duties.

* * *

Section 2.5 Communication Distribution

- B. The President of the Union shall receive all MCFRS official department communications which affect bargaining unit employees [.] and the President, or his/her designee shall also be notified of service-connected injuries that occur to bargaining unit employees that require transport to either a trauma center, burn center, other specialty referral center, or acute care facility that are of such a serious nature to require notification of the Fire Chief. In such event, notification to the Union President or designee shall be made promptly following notification to the Fire Chief.

* * *

Section 2.12 Non-Participation in Lawn Maintenance Activities

Bargaining unit employees shall not be required to plant, mow, weed, trim, edge, rake, prune, aerate, seed, fertilize or water the grounds at any fire station or other fire/rescue worksite whether owned by the County or by any LFRD.

* * *
Article 7
Sick Leave
* * *

Section 7.7

* * *

B. Clinic Services Option for Illness Management

The parties agree to study, review and evaluate the subject of employee requests to take sick leave while on duty in the Joint Health & Safety Committee referred to in Article 35 of this Agreement. In addition, the County will include in the next Clinic Services RFP (for OMS and FROMS services) an option for illness management. This option would allow on-duty employees to be seen at FROMS for acute illnesses, and receive medical certification that would excuse a sick leave incident(s). This option shall not be implemented without mutual agreement of the parties.

* * *

Section 7.14 Sick Leave Donor Program

C. An employee using donated leave from the Sick Leave Donor Program is not entitled to accrue annual or sick leave while the employee is using donated sick leave.

* * *
Article 9
Administrative Leave
* * *

G. An employee, who is a member of a reserve component of the armed forces of the United States, shall be granted paid administrative leave for one annual two-week military training purpose not to exceed 15 days annually [.] or 120 hours (168 hours for 2496 employees and 144 hours for 2184 employees). Any excess hours not used for the annual two-week military training purpose allotment may be used for other required military training up to the 120, 144, or 168-hour maximum.

* * *
Article 10
Disability Leave
* * *

Section 10.5 [Return to] Work-Related Examinations

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

- B. If an employee is required to attend an independent medical examination at the request of the County for a Worker's Compensation matter after the employee has returned to full duty, the County will use its best efforts to schedule the examination during work hours. If such independent medical examination for a Worker's Compensation matter is scheduled during the employee's off duty time, the County will credit the employee with two (2) hours of straight time pay, regardless of how long the examination takes.

* * *
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:

1. Kelly Day personnel within the station, including personnel who sign up for either dayside or night side only. If more than one person is on Kelly Day within the station, then the one with the least amount of overtime hours is hired first.

[2. Kelly Day personnel within the battalion, including people who sign up for either dayside or night side only. If more than one person is on Kelly Day within the battalion, then the one with the least amount of overtime hours is hired first.]

[3] 2. Kelly Day personnel countywide, including people who sign up for either dayside or night side only. If more than one person is on Kelly Day within the County, then the one with the least amount of overtime hours is hired first.

[4] 3. Off-going shift personnel within the battalion shall have the next opportunity for overtime during the entire 24 hour period that they are the off-going shift. Personnel with the least amount of overtime hours are hired first.

[5] 4. Off-going shift personnel countywide shall have the next opportunity for overtime during the entire 24 hour period that they are the off-going shift. Personnel with the least amount of overtime hours are hired first.

[6. The on-coming shift personnel within the battalion will have the next opportunity for overtime during the entire 24 hour period that they are the on-coming shift. Personnel with the least amount of overtime hours are hired first.]

[7] 5. On-coming shift personnel countywide shall have the next opportunity for overtime during the entire 24 hour period that they are the on-coming shift. Personnel with the least amount of overtime hours are hired first.

[8] 6. 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

* * *

- F. [Urban Search and Rescue Team (US&R)] Technical Rescue Team (TRT)
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] Technical Rescue Team Special Duty Pay Differential to \$2,037 and increase the Response Team Certification pay to \$500.

* * *

Section 17.2 Special Pay Differentials

- A. Beginning the first day of the first full pay period on or after July 1, [2012] 2016, all County-credentialed ALS Providers will receive a special duty differential in accordance with the following schedule:

| | | |
|---------------------|-----------|----------------|
| Credential Years: | | |
| 0-4 years EMT-P Svc | [\$5,830] | <u>\$6,080</u> |
| 5-8 years EMT-P Svc | [\$6,891] | <u>\$7,391</u> |
| 8+ years EMT-P Svc | [\$7,951] | <u>\$8,701</u> |

* * *

Article 19
Wages

* * *

Section 19.1 Wage Increase

- A. Effective the first full pay period on or after July 1, 2009, add new longevity step at year 28 (LS2- 3.5%). All eligible bargaining unit employees who reach 28 years of service shall receive a 3.5% "LS2" increase to their base pay effective the pay period in which their service anniversary date occurs.

B. Effective the first full pay period on or after July 1, [2013] 2016, the base salary for all bargaining unit members shall be increased by [2.75] 1.0 percent. Effective the pay period beginning February 5, 2017, the base salary for all bargaining unit members shall be increased 1.0 percent.

[C. Effective the first full pay period on or after 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, [II,] 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.

* * *

D. Effective at the beginning of the first full pay period beginning on or after July 1, 2010, a Step P will be added at a rate 3.5% greater than the current Step O. All employees will then receive one service increment increase. The existing Step A will then be removed from the schedule, and the remaining 15 steps will be re-lettered A through O. This pay plan adjustment, which the County Council elected not to fund in FY 2011, and which has been postponed in subsequent collective bargaining agreements, shall be postponed through FY[2015] 2017. [Such pay plan adjustment shall be a subject of the reopener for FY2016. As agreed to by the parties in the reopener negotiations, this pay plan adjustment shall continue to be postponed through FY 2016.]

* * *

Article 20

Insurance Benefits Coverage and Premiums

* * *

Section 20.12 [Employee] Optional and Dependent Life Insurance

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.] Effective July 1, 2016, at age 70, the face value of the optional life insurance policy reduces to 50% of the original face value. At age 75, the face value of the policy reduces to 25% of original face value. The member can purchase the amount of the reductions on an individual policy as long as amount does not exceed the original face value.

Effective July 1, 2016, Dependent life insurance options will be available to bargaining unit employees in the following increments. These additional options will be offered on an employee pay all basis.

\$2,000 spouse; \$1,000 child to age 26
\$4,000 spouse; \$2,000 child to age 26
\$10,000 spouse; \$5,000 child to age 26

* * *

Section 20.14 Voluntary Benefits

Bargaining unit employees shall be eligible to participate in the following programs provided they pay 100% of the premiums.

1. Long Term Care. Unit members are eligible to participate in the County-sponsored Long Term Care Program at the cost established by the carrier.
2. Critical Illness Insurance. CI Insurance provides a lump sum benefit amount to be paid upon diagnosis of the following conditions: heart attack, stroke, end-stage renal failure; major organ transplant/failure, invasive cancer, non-invasive cancer, coronary artery disease bypass, paralysis as a result of an accident, health screening, loss of sight, hearing or speech, coma, burns.
3. Short Term Disability. STD insurance provides replacement for on and off the job sickness and accident for both full and partial disability benefits. The minimum and maximum benefits shall be established by the carrier.
4. Real Estate Rebate Program. A real estate program to assist home buyers and sellers identify qualified real estate professionals to navigate the home ownership process. Assistance may be provided in choosing real estate agents, household goods movers, mortgage lenders related to buying and selling real estate. Rewards, if any, are determined and awarded by the carrier.

* * *

Article 28 Transfers

* * *

Section 28.5 Notice of Transfers

Bargaining unit employees shall be notified in writing at least two (2) weeks in advance that they are subject to involuntary transfer, except in those instances when an employee is assigned temporarily to the MCFRS Administrative Services Division due to a loss of licensure that is required for the employee's position. The Employer shall advise the

affected employee of the reasons for the transfer. Upon notification a bargaining unit member subject to an involuntary transfer shall have seven (7) calendar days to reply as to any reasons why he or she does not wish to be transferred and/or submit a transfer request indicating an interest in a position on the station personnel vacancy list. The Fire Chief or designee will carefully consider any reasons submitted by the employee before proceeding with any transfer.

* * *

Article 35 Health and Safety

Section 35.1 Joint Health and Safety Committee

A. The Employer shall take all reasonable steps to preserve and maintain the health and safety of its employees. To that end, the Employer agrees to maintain a joint health and safety committee, to be composed of three (3) members from the bargaining unit appointed by the President of the Union and three (3) members appointed by the Fire Chief or designee. The Committee shall:

1. Study, review and evaluate any working conditions which affect the health and/or safety of employees;
2. Study, review and evaluate any equipment used or contemplated for use by the [DFRS] MCFRS;
3. Study, review and evaluate existing or anticipated procedures affecting the health and/or safety of employees.
4. Study, review, and evaluate complaints involving indoor air quality at any worksite to which bargaining unit employees are assigned. The committee may consult with any relevant subject matter experts, including but not limited to representatives from the Department of Finance, Risk Management Division, and the Department of Public Works and Transportation, Facilities Division. In the event the committee makes a joint recommendation that indoor air quality testing is advisable, such testing shall be conducted in a timely manner. The Union will be provided results from any indoor air quality analysis within two weeks of the completion of the analysis.
5. Study, review and evaluate all components of the Personal Protective Equipment ("PPE") ensemble. Jointly agreed upon recommendations for changes to the PPE,

including the introduction of new products/manufacturers, shall be submitted to the Fire Chief and the President of the Union. Implementation of any Committee recommendation agreed to by the Fire Chief and the Union President will occur as PPE items currently in inventory at MCFRS Property Section are depleted. However, if the Committee has deemed an item to be unsafe, implementation will occur without regard to the current inventory.

6. Study, review and evaluate new apparatus specifications contemplated for use by MCFRS. Jointly agreed upon recommendations shall be submitted to the Fire Chief and the President of the Union no later than the date that the recommendations from the Apparatus Specifications Committee are due.

* * *

Section 35.9 Mold Remediation at MCFRS Worksites

The Employer agrees that whenever mold is found to exist at a location that bargaining unit members are assigned to work, the Employer shall use best efforts to promptly and safely remediate the mold.

* * *

**Article 50
Duration of Contract**

* * *

Section 50.1 [Three] One-Year Agreement

The duration of this Agreement shall be from July 1, [2013] 2016 through June 30, [2016] 2017. [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] 2016 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 increments that eligible bargaining unit employees would have otherwise received in Fiscal Year 2012 in accordance with this Article 55 shall be granted to eligible bargaining unit employees during the pay period beginning June 14, 2015. The FY 2013 increment that eligible bargaining unit employees would have received in Fiscal Year 2013, [shall be postponed during FY2014 and 2015. The FY 2013 service increment shall be a subject of the re-opener for the 3rd year of the contract as described in Article 50. As agreed to by the parties in the reopener negotiations, the FY 2013 service increment shall continue to be postponed during FY2016.] but which the County Council elected to not fund for that year, and which has been postponed in subsequent collective bargaining agreements, shall continue to be postponed through FY 2017. However, no bargaining unit employee shall lose service credit for purposes of progression within the uniform pay plan.

Effective July 1, [2013] 2016, eligible bargaining unit employees shall receive an annual service increment on their anniversary date as described in this Article.

* * *

Article 62
Design Review Committee

* * *

A. The Employer and the Union agree to maintain a joint design and review committee, to be composed of three (3) members from the bargaining unit appointed by the President of the Union and members appointed by the Fire Chief or designee. If the Fire Chief or designee appoints more than three (3) members, the Union President will have the opportunity to appoint an equal number of union representatives. The Fire Chief and President of the Union shall each appoint a Co-Chairperson of the Committee from among their appointees. The Committee shall study, review and evaluate new and existing worksite design and construction.

B. The Committee shall meet upon the request of either Co-Chairperson. The Co-Chairperson requesting to convene a meeting will provide the other members with as much advance notice as practicable.

C. It is in the interest of the parties that the Committee reach consensus and provide recommendations on matters under its consideration to the Fire Chief and

the President of the Union. In the event that consensus cannot be reached, the Employer and Union representatives may provide their respective positions to the Fire Chief or designee and the Union President for their review.

D. The Union representatives on the Committee shall be considered to be on a detail if working during these meetings. Hour-for-hour compensatory time or pay at the employee's regular hourly rate shall be credited to Union representatives who attend meetings on their day off.

* * *

Appendix IV

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

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

A. Lieutenant

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

B. Master Firefighter/Rescuer

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

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

C. Firefighter/Rescuers II, III, and Master Firefighter/Rescuers are not eligible for working out of class pay while assigned to ALS transport units.

[C.] D. Firefighter/Rescuer II and III

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

[D.] E. The provisions of the memorandum of understanding shall be grievable and arbitrable pursuant to the procedure found in Article 38 of the parties collective bargaining agreement.

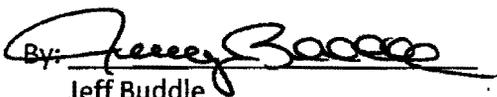
[E.] F. Requests for payment wider this program which are submitted more than one year from the start date of any six month period will not be processed, and no compensation is due.

[F.] G. Claims submitted for a six month period within the last year, will be acted upon and paid in a timely manner. Reasons for denial of a claim must be in writing.

* * * * *

IN WITNESS WHEREOF, the parties hereto have caused their names to be subscribed by their duly authorized officers and representatives this ____ day of March 2016.

Montgomery County Career Fire Fighters,
International Association of Fire Fighters,
Local 1664, AFL-CIO

By: 
Jeff Buddle
President

Montgomery County Government
Montgomery County, Maryland

By: 
Isiah Leggett
County Executive


Approved for form and legality
County Attorney
Heather A. Mulloy

Side Letter re Apparatus Maintenance

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

- apparatus defect reporting as it relates to submission to final resolution.
- defects that might impact the safe operation of apparatus, and providing appropriate direction to the vehicle operators.
- communication related to extended Out-of-Service time.

Side Letter re Notification Process When an Employee Incurs a Service-Connected Injury

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

- Notification and support provided to family members when an employee sustains an injury while on duty that results in transport and admission to a local hospital.
- Designation of employees' emergency contacts and family liaisons (primary and secondary) that employees wish to be informed in the event of an injury, and the specific wishes and needs of employees' family in the event that a significant injury occurs; as well as a procedure to be followed in the event that both the primary and secondary liaison are unavailable at the relevant time.

The Joint Labor-Management Committee shall make recommendations to the Union President and the Fire Chief on the above issues by October 1, 2016.

Summary of Proposed Labor Agreement with IAFF Effective FY 2017

| No. | Article | Subject | Summary of Change | Requires Appropriation of funds | Present or Future Fiscal Impact | Requires Legislative Change | Requires Regulation Change | Notes |
|-----|---------|--|---|---------------------------------|---------------------------------|-----------------------------|----------------------------|---|
| 1 | 2.3 | Union Business | The President and two Vice Presidents of the Union shall be provided with the software and device to monitor radio channels as they would on a normal fire station portable radio | No | No | No | No | |
| 2 | 2.5 | Communication Distribution | The Union President or his/her designee shall be notified of service-connected injuries sustained by bargaining unit members that require transport to either a trauma center, burn center, or other specialty referral center, or acute care facility that are of such a serious nature to require notification of the Fire Chief. This notification shall be made promptly following the notification of the Fire Chief | No | No | No | No | |
| 3 | 2.12 | Non-Participation in Lawn Maintenance Activities | Members shall not be required to plant, mow, weed, trim, edge, rake, prune, aerate, seed, fertilize or water grounds at any fire station or fire/rescue worksite | No | No | No | No | |
| 4 | 7.7 | Sick Leave Use | County will include in the next Clinic Services RFP an option for illness management. This option would allow on-duty employees to be seen at FROMS for acute illnesses and receive medical certification that would excuse a sick leave incident. The parties also agree to study and review sick leave requested while on duty in the Joint Health and Safety Committee | No | No | No | No | |
| 5 | 7.14 | Sick Leave Donor Program | An employee using donated leave from the donor program is not entitled to accrue any annual or sick leave while using the donated leave. | No | Yes | No | No | See Fiscal Impact Statement |
| 6 | 9(G) | Administrative Leave | Edited amount of administrative leave granted to employees for military training purposes. | No | No | No | No | |
| 7 | 10.5 | Work-Related Examinations | The County will use best efforts to schedule an employee for a Worker's Compensation examination, after they have returned to full duty, during their work hours. If scheduled during their off duty time, the employee will be credited two (2) hours of straight time pay, regardless of appointment length. | Yes | No | No | No | Funding provided within current appropriation. Not expected to have a material fiscal impact. |
| 8 | 14.1 | Overtime | Streamlined overtime hiring process for bargaining unit members. | No | No | No | No | |

19

Summary of Proposed Labor Agreement with IAFF Effective FY 2017

| No. | Article | Subject | Summary of Change | Requires Appropriation of funds | Present or Future Fiscal Impact | Requires Legislative Change | Requires Regulation Change | Notes |
|-----|---------|---|--|---------------------------------|---------------------------------|-----------------------------|----------------------------|-----------------------------|
| 9 | 17.1 | Disposition of Assignment Pay Differentials | Changed name of Urban Search and Rescue Team to Technical Rescue Team | No | No | No | No | |
| 10 | 17.2 | Special Pay Differentials | Beginning the first day of the first full pay period on or after July 1, 2016, the following County-credentialed ALS providers will receive: 0-4 years \$6,080 5-8 years \$7,391 8+ years \$8,701 | Yes | Yes | No | No | See Fiscal Impact Statement |
| 11 | 19.1 | Wages | Effective first pay period on or after July 1, 2016, the base salary for all bargaining unit members shall be increased by 1.0 percent. Effective the pay period beginning February 5, 2017, the base salary for all bargaining unit members shall be increased by 1.0 percent. | Yes | Yes | No | No | See Fiscal Impact Statement |
| 12 | 19.2 | Salary Schedule | A. Deleted reference to Appendix III. D. Pay plan adjustment not funded by Council in FY11 shall be postponed through FY2017. | No | No | No | No | |
| 13 | 20.12 | Optional and Dependent Life Insurance | At age 70 the face value of the optional life insurance policy reduces to 50% of original face value. At age 75 the face value of the policy reduces to 25% of original face value. The member can purchase amount of reductions on an individual policy, as long as the amount does not exceed original face value. Dependent life insurance options added: \$2,000 spouse; \$1,000 child to age 26 \$4,000 spouse; \$2,000 child to age 26 \$10,000 spouse; \$5,000 child to age 26 | No | No | No | No | |
| 14 | 20.14 | Voluntary Benefits | The following voluntary benefits will be provided with the member paying 100% of the premiums: -Long term care -Critical Illness Insurance -Short Term Disability -Real Estate Rebate Program | No | No | No | No | |

62

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| No. | Article | Subject | Summary of Change | Requires Appropriation of funds | Present or Future Fiscal Impact | Requires Legislative Change | Requires Regulation Change | Notes |
|-----|---------|--|--|---------------------------------|---------------------------------|-----------------------------|----------------------------|--|
| 15 | 28.5 | Notice of Transfers | Notice of transfer is no longer necessary if employee is being temporarily assigned to MCFRS Admin Services Division due to loss of licensure required for their position. | No | No | No | No | |
| 16 | 35.1 | Joint Health and Safety Committee | Parties agree to study, review and evaluate Personal Protective Equipment ensemble. Parties agree to study, review and evaluate new apparatus specifications. | No | No | No | No | |
| 17 | 35.9 | Mold Remediation at MCFRS Worksites | Employer agrees to use best efforts to promptly and safely remediate any mold found at locations where bargaining unit employees are assigned. | No | No | No | No | |
| 18 | 50.1 | Duration | Parties agree to a one year contract. July 1, 2016 through June 30, 2017 | No | No | No | No | |
| 19 | 55.8 | Postponement of Service Increments | FY13 increment shall continue to be postponed through FY17. Effective July 1, 2016, eligible members shall receive an annual service increment on their anniversary date. | Yes | Yes | No | No | See Fiscal Impact Statement |
| 20 | New 62 | Design Review Committee | Employer and union agree to maintain a Joint design and review committee. The purpose is to study, review and evaluate new and existing worksite design and construction. The committee will meet upon the request of either co-chairperson. | No | No | No | No | |
| 21 | App IV | MOU Concerning Compensation for Working Out of Class | Added new section; Firefighter/Rescuer II, III, and Master Firefighter/Rescuers are not eligible for working out of class pay while assigned to ALS transport units | No | Yes | No | No | Estimated Cost Reduction - See Fiscal Impact Statement |

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|-----|-------------|---|---|---------------------------------|---------------------------------|-----------------------------|----------------------------|-------|
| 22 | Side Letter | Notification Process for when an Employee Incurs a Service-Connected Injury | <p>Issues referred to the Joint LMRC under Article 34 relating to:</p> <ul style="list-style-type: none"> -Notification and support provided to family members when an employee sustains an injury on duty that results in transport and admission to a local hospital -Designation of employees' emergency contact and family liaison; and procedure for when primary and secondary contacts are unavailable at the relevant time <p>Joint LMRC shall make recommendation by October 1, 2016</p> | No | No | No | No | |
| 23 | Side Letter | Apparatus Maintenance | <p>Issues referred to the Joint LMRC under Article 34 relating to:</p> <ul style="list-style-type: none"> -Apparatus defect reporting -defects that may impact the safe operation of the apparatus -communication of out-of-service time | No | No | No | No | |

64

**Montgomery County Career Fire Fighters Association for
International Association of Fire Fighters, Local 1904
Fiscal Impact Summary***

| <u>Article</u> | <u>Item</u> | <u>Description</u> | <u>FY17</u> | <u>Annual Cost Beyond FY17</u> |
|----------------|-------------------------------|--|--------------------|------------------------------------|
| 7.14 | Sick Leave | Accrual of Leave while on Donated Leave | -\$3,300 | -\$3,300 |
| 17.2 | Special Duty Differentials | Assignment Pay Differentials for ALS Providers** | \$200,463 | \$200,463 |
| 19.1 | Wages | 1 Percent General Wage Adjustment in July 2016 and 1 Percent General Wage Adjustment in February 2017 | \$1,473,716 | \$2,085,128 |
| 19 | Longevity | Longevity Step Increases of 3.5 Percent for Eligible Employees | \$80,574 | \$80,574 |
| 55 | Service Increments | Service Increment of 3.5 Percent for Eligible Employees | \$795,865 | \$1,652,521 |
| Appendix IV | Working Out of Class | Working Out of Class Pay Eligibility | -\$45,300 | -\$45,300 |
| Total | | | \$2,502,018 | \$3,970,086 |

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

| <u>Item</u> | <u>Description</u> | <u>FY17</u> | <u>Annual Cost Beyond FY17</u> |
|--------------|---|------------------|------------------------------------|
| Wages | 1 Percent General Wage Adjustment in July 2016 and 1 Percent General Wage Adjustment in February 2017. | \$98,430 | \$139,266 |
| Longevity | Longevity Step Increases of 3.5 Percent for Eligible Employees | \$20,225 | \$20,225 |
| Total | | \$118,655 | \$159,491 |

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

** For a complete list of special duty differential increases, please refer to the Collective Bargaining - Fire and Rescue Bargaining Unit section of the chapter.

*** No Fire and Rescue Uniformed Management is currently eligible to receive a service increment in FY17.

FY17 COUNCIL DECISION CHART FOR COLLECTIVE BARGAINING AGREEMENTS

General Wage Adjustments

| | Provision | Agreement | Executive's Budget | Committee Decision | FY17 Fiscal Impact |
|------------|--------------------------|----------------------------------|----------------------------------|---------------------------|---------------------------|
| 1A1 | MCGEO GWA | 0.5% on 7-1-16 0.5% on 1-1-17 | 0.5% on 7-1-16 0.5% on 1-1-17 | | \$2,732,914 |
| 1A2 | MCGEO Seasonal Employees | Increase of \$.25 per hour | Increase of \$.25 per hour | | \$116,699 |
| 1B | FOP GWA | 0.5% on 7-1-16 0.5% on 1-1-17 | 0.5% on 7-1-16 0.5% on 1-1-17 | | \$934,849 |
| 1C | IAFF GWA | 1% on 7-1-16 1% on 2-5-17 | 1% on 7-1-16 1% on 2-5-17 | | \$1,473,716 |

Service Increments

| | Provision | Agreement | Executive's Budget | Committee Decision | FY17 Fiscal Impact |
|------------|----------------------------------|--------------------|---------------------------|---------------------------|---------------------------|
| 2A1 | MCGEO FY17 Service Increments | 3.5% - anniversary | 3.5% - anniversary | | \$3,712,403 |
| 2A2 | MCGEO Deferred Service Increment | 3.5% on 5-1-17 | 3.5% on 5-1-17 | | \$718,337 |
| 2B1 | FOP FY17 Service Increments | 3.5% - anniversary | 3.5% | | \$1,409,770 |
| 2B2 | FOP Deferred Service Increment | 3.5% on 7-1-16 | 3.5% on 7-1-16 | | \$1,313,545 |
| 2C | IAFF FY17 Service Increments | 3.5% | 3.5% | | \$795,865 |

Longevity Increments

| | Provision | Agreement | Executive's Budget | Committee Decision | FY17 Fiscal Impact |
|------------|-------------------------------|------------------|---------------------------|---------------------------|---------------------------|
| 3A1 | MCGEO Longevity Increments | 3% | 3% | | \$86,226 |
| 3A2 | MCGEO Lump Sum – top of grade | 1% | 1% | | \$1,241,241 |
| 3B | FOP Longevity Increments | 3.5% | 3.5% | | \$77,164 |
| 3C | IAFF Longevity Increments | 3.5% | 3.5% | | \$80,574 |

Tuition Assistance

| | Provision | Agreement | Executive's Budget | Committee Decision | FY17 Fiscal Impact |
|-----------|--------------------------|--|--|---------------------------|---------------------------|
| 4A | MCGEO Tuition Assistance | 50% of funds appropriated for employees other than FOP (\$150,000) | \$150,000 | | \$150,000 |
| 4B | FOP Tuition Assistance | \$135,000 cap | \$135,000 cap | | \$135,000 |
| 4C | IAFF Tuition Assistance | \$150,000 shared with MCVFRA & unrepresented | \$150,000 shared with MCVFRA & unrepresented | | Sharing \$150,000 |

Shift or Special Duty Differentials

| | Provision | Agreement | Executive's Budget | Committee Decision | FY17 Fiscal Impact |
|----------|--|----------------------------|----------------------------|---------------------------|---------------------------|
| 5 | Increase IAFF Special Duty Differentials for ALS providers | \$6080 \$7391 \$8701 | \$6080 \$7391 \$8701 | | \$200,463 |

Domestic Partner Benefits

| | Provision | Agreement | Executive's Budget | Committee Decision | FY17 Fiscal Impact |
|-----------|---|---|---|---------------------------|---------------------------|
| 6A | MCGEO – expand domestic partner benefits to opposite sex couples – Bill 13-16 | Expand benefits to opposite sex couples | Expand benefits to opposite sex couples | | \$251,956 |

Group Insurance Benefits

| | Provision | Agreement | Executive's Budget | Committee Decision | FY17 Fiscal Impact |
|-----------|-----------------------|------------------|---|---------------------------|---------------------------|
| 7A | MCGEO Group Insurance | 80% County share | 75% County Share except HMO per side letter | | Similar to FY16 |
| 7B | FOP Group Insurance | 80% County share | 75% County Share except HMO per side letter | | Similar to FY16 |
| 7C | IAFF Group Insurance | 80% County share | 80% County Share except HMO | | \$578,000 more than FY16 |

Prescription Drug Plan for Medicare-Eligible Retirees

| | Provision | Agreement | Executive's Budget | Committee Decision | FY17 Fiscal Impact |
|-----------|------------------|------------------|---------------------------|---------------------------|--|
| 7D | EGWP Plus Wrap | 70% County share | Move to EGWP plus Wrap | | (savings of \$900,000 on pay-as-you-go for FY17) |

MCGEO Classification Studies

| | Provision | Agreement | Executive's Budget | Committee Decision | FY17 Fiscal Impact |
|----------|--------------------------------|-------------------------------------|-------------------------------------|---------------------------|---------------------------|
| 8 | MCGEO – classification studies | 25 individual & 7 job class studies | 25 individual & 7 job class studies | | \$25,000 |

Pharmacy Benefit Management Program

| | Provision | Agreement | Executive's Budget | Committee Decision | FY17 Fiscal Impact |
|-----------|------------------|------------------|---------------------------|---------------------------|---------------------------|
| 9A | MCGEO | Add Program | Add Program | | (savings of \$202,564) |
| | | | | | |
| | | | | | |

FOP Miscellaneous Provisions

| | | Agreement | Executive's Budget | Committee Decision | FY17 Fiscal Impact |
|-----------|---------------------------------|--------------------|---------------------------|---------------------------|---------------------------|
| 10 | Body Worn Camera Program | Program Guidelines | Program Guidelines | | \$962,358 |

IAFF Miscellaneous Provisions

| | | Agreement | Executive's Budget | Committee Decision | FY17 Fiscal Impact |
|------------|--|--|--|---------------------------|---------------------------|
| 11A | No accrual of leave while using donated leave | No accrual of leave while using donated leave | No accrual of leave while using donated leave | | (Savings of \$3,300) |
| 11B | Working Out of Class Pay | FFII, FFIII, & Master FF – not eligible if on ALS transport unit | FFII, FFIII, & Master FF – not eligible if on ALS transport unit | | (Savings of \$45,300) |

