

MEMORANDUM

April 18, 2021

TO: Government Operations & Fiscal Policy Committee

FROM: Christine Wellons, Senior Legislative Attorney

SUBJECT: Resolutions to Indicate Intent to Approve or Reject Funding for the County government employee collective bargaining agreements¹

PURPOSE: Worksession – Committee recommendations expected

Under the County Employees Labor Relations Laws (Police: County Code §§33-75 through 33-85; County employees: County Code §§33-101 through 33-112; Fire and Rescue employees: County Code §§33-147 through 33-157), the County Council must review any term or condition of a collective bargaining agreement requiring an appropriation of funds, a present or future fiscal impact, or the 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 each 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 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 is extended).

The Agreements before the Council for fiscal year 2023 (FY23) are with the Fraternal Order of Police (FOP), the Municipal and County Government Employees Organization (MCGEO), and the International Association of Fire Fighters (IAFF). As amended, all three Agreements expire on June 30, 2023. The FOP and IAFF agreements were amended for FY23. The MCGEO agreement was amended most recently in 2021; some of the FY22 MCGEO amendments take effect in FY23.

¹#ContractsFY2023

**SUMMARY OF COLLECTIVE BARGAINING AGREEMENT PROVISIONS
SUBJECT TO COUNCIL REVIEW FOR FY23**

A chart showing the provisions in each Agreement that requires Council approval for FY23 is enclosed at ©64. The provisions also are reflected in the enclosed proposed resolutions for FY23 at ©1, ©16 and ©54.

The details of the FY23 provisions, as well as relevant background information, are discussed below. Many of the provisions also are analyzed in greater depth in the staff memorandum to GO dated April 21, 2022 by Deputy Director Craig Howard and Senior Legislative Analyst Aron Trombka.

1. General Wage Adjustment (GWA)

- **MCGEO – in general** – The MCGEO Agreement requires a \$4,333 general wage adjustment payable on the last pay period in June 2023, which is expected to result in an increase of \$1,038,608 in FY23 expenditures over FY22 expenditures.
- **MCGEO – seasonal employees** - For seasonal employees, the Agreement requires a \$1.00 wage adjustment in FY23, \$0.50 of which is applicable the first full pay period of FY23, and \$0.50 of which is applicable the last full pay period of FY23. This wage adjustment is expected to result in an increase of \$92,723 in FY23 expenditures over FY22 expenditures.
- **FOP** – The Agreement requires a 3.5% GWA and 3.0% GWA in July 2022 and January 2023, respectively. The fiscal impact of the wage adjustments is \$5,834,029 in FY2023 over FY2022.
- **IAFF** – The Agreement provides for a 4% general wage adjustment effective the pay period beginning October 9, 2022; and 1% general wage adjustment effective the pay period beginning on January 1, 2023. The fiscal impact for FY23 is \$3,815,894 in FY23 over FY22.

2. Service Increments

- **MCGEO**
 - *Lump Sum Payments.* The Agreement requires a \$600 lump sum payment to each unit member who is at the top of grade and not eligible to receive a service increment, payable on the first pay period in July 2022. The lump sum payments are expected to result in an increase of \$1,055,791 in FY23 expenditures over FY22 expenditures.
 - *Service increments.* The Agreement requires a 3.5% service increments for eligible bargaining unit members on their anniversary dates, which are

expected to result in an increase of \$3,899,678 in FY23 expenditures over FY22 expenditures.

- *Service increments for FY2011.* The Agreement requires a 1.25% service increment for all eligible bargaining unit members who would have been eligible to receive a service increment in FY11. This service increment is expected to result in an increase of \$ \$593,688 in FY23 expenditures over FY22 expenditures.
- **FOP** – The FOP Agreement requires 3.5% service increments for eligible members. The FY23 fiscal impact of the increments is \$1,000,025 over FY2022. The Agreement also requires an adjustment to the FOP salary schedule. This will result in a 3.5% salary increase for certain employees, with a fiscal impact of \$1,493,033 for FY2023.
- **IAFF** – The IAFF Agreement provides for a 3.5% service increment for all eligible bargaining unit members on their anniversary date. The fiscal impact for FY23 is \$900,712.

3. **Longevity Increments**

- **MCGEO** – The MCGEO Agreement requires a longevity step increment of 2.5%, 3%, or 3.5% for eligible bargaining unit members. These step increments are expected to result in an increase of \$336,996 in FY23 expenditures over FY22 expenditures.
- **FOP** – The FOP Agreement requires adjustments for longevity steps for eligible members at 15, 17, and 20 years of service. The fiscal impact of these adjustments on FY2023 expenditures over FY2022 expenditures is \$2,591,421.
- **IAFF** – Adjustments to longevity increments under the IAFF Agreement would result in a fiscal impact of \$1,854,002 for FY23.

4. **Tuition Assistance**

For MCGEO, the individual tuition assistance benefit will be increased to \$2,300 per year. However, the increase is not expected to result in a fiscal impact because the overall cap on tuition assistance is unchanged. The tuition assistance for FOP and IAFF are unchanged from FY22.

5. **Group Insurance Benefits**

Since FY2011, the Council has 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. If the Council wishes to continue its rejection of the 80/20 split, the Executive's proposed FY23 operating budget expenditures would be reduced by approximately \$6.3 million.

6. Additional Benefits – IAFF

For IAFF, FY23 amendments to the Agreement will result in alterations to the prescription drug plan. The fiscal impact of the adjustments is uncertain.

In addition, certain payments for funeral expenses resulting from line-of-duty deaths under the collective bargaining agreement would increase from \$15,000 to \$35,000.

Under the IAFF Agreement, the Executive also has agreed to propose Juneteenth as an official holiday. This provision is subject to future Council approval and the fiscal impact is not yet determined.

7. Increases in Special Pay

- **MCGEO –**

- *Shift differential.* The MCGEO Agreement was amended in 2021 to require an increase in shift differential based on shift time. For employees who must work shifts between noon and 7:59 p.m., the increase was from \$1.40 to \$1.42. For employees who must work shifts between 8:00 p.m. and 5:59 a.m., the increase was from \$1.56 to \$1.87. The Council approved this differential for FY22. The fiscal impact of the shift differential increase is the same for FY23 as it was for FY22: \$576,434.
- *Field training.* The Agreement was amended in 2021 to increase the classifications eligible for field training differential pay. The Council approved the increased eligibility for FY22. These fiscal impact of the increase in field training pay is the same for FY23 as it was for FY22: \$19,522.
- *Acting Pay.* The Agreement was amended in 2021 to provide for an additional \$5/hour for acting pay. The Council approved this provision for FY22. The fiscal impact is uncertain.
- *Meal allowance.* The Council approved an increase in the meal allowance from \$10 to \$15 for FY22. The fiscal impact of this increased meal allowance for FY23 is the same as the fiscal impact for FY22: \$5,000.
- *Standby pay.* The Agreement was amended in 2021 to increase standby pay for Fire Marshals to 30% of pay on weekdays and 50% of pay on weekends and holidays. The Council approved this provision for FY22. The fiscal

impact for the standby pay costs for FY23 is the same as the FY22 impact: \$57,247.

- *Holiday pay.* In 2021, the collective bargaining agreement was amended to adjust holiday pay hours. The Council approved the adjustment for FY22. The fiscal impact for the adjustment is the same for FY23 as it was for FY22: \$104,574.
- *Lunch-break incentive pay.* Under a 2021 amendment to the MCGEO Agreement, DOCR employees in Group E receive an additional ½ hour pay for taking a lunch break in the facility. The fiscal impact of the additional pay is the same for FY23 as it was for FY22: \$171,634.
- *Stipend.* The Agreement was amended in 2021 to provide a \$1,500 stipend for HHS employees in the Crisis Center. The Council approved the stipend for FY22. The fiscal impact of the stipend for FY23 is the same as it was for FY22: \$50,057.
- **FOP** – The Agreement requires an increase in the field training differential from \$3.50 an hour to \$6.00 for eligible employees. The fiscal impact of this provision for FY2023 is \$59,092.
- **IAFF** – The IAFF Agreement was amended in 2021 to increase in travel expenses, and the expenses were approved by the Council for FY22. The expected fiscal impact for FY23 is uncertain.

For FY23, the IAFF Agreement was amended to allow certain “working out of class” compensation for IAFF members. The expected fiscal impact is uncertain.

8. Increases in clothing, equipment, vehicle use, and transit subsidy

- **MCGEO**
 - *Transit subsidy.* The Agreement required an increase to the Get-in Program Transit Subsidy from \$75/month to \$265/month for all unit members. The Council approved the increase for FY22. The fiscal impact of the transit subsidy increase is the same for FY23 as it was for FY22: \$150,000.
 - *Uniform allowance.* In 2021, the Agreement was amended to increase uniform allowance for certain DOCR employees from \$250 to \$375 and to provide a new shoe allowance of \$145 for DOCR Resident Supervisors. The fiscal impact of the increase is \$37,679 for FY23.

- *Boot reimbursement.* In 2021, the Agreement provided for a boot reimbursement of up to \$200 for Highways Services workers. The Council approved the reimbursement for FY22. The fiscal impact of the reimbursement for FY23 is the same as the fiscal impact for FY22.
- *Shoe allowance.* The Agreement was amended in 2021 to provide a \$200 shoe allowance annually for Fleet Services employees in DGS. The Council approved the allowance for FY22. The fiscal impact for FY23 is unchanged.

FOP – no changes.

IAFF – no changes.

9. Retirement Plan Increases

- **MCGEO** – In 2021, the MCGEO Agreement was amended to provide a new sick leave payout program for employees in RSP or GRIP who leave service of either \$5000 or \$10,000 for employees with either 10 or 20 years of service. The Council approved the program for FY22. The fiscal impact of the program for FY23 is the same as the fiscal impact for FY22: \$225,000.
- **FOP** – no change.
- **IAFF** – The Executive agreed to submit to the Council legislation to provide up to 24 months of credited service towards retirement for Group G members with prior U.S. military service. The proposed legislation was submitted to the Council on April 1, 2022, and it is scheduled for introduction on April 18, 2022. The anticipated increase in County expenditures for FY23 is \$337,073.

In addition, a provision to roll over unused sick leave into to deferred compensation at retirement was approved by the Council for FY22 and would not have an increased fiscal impact for FY23.

NEXT STEP: Committee recommendation on whether to approve the enclosed resolutions regarding the MCGEO, FOP, and IAFF agreement provisions for FY23.

This packet contains:

Circle #

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| FY23 Council Decision Chart | 64 |

Resolution No.: _____
Introduced: _____
Adopted: _____

**COUNTY COUNCIL
FOR MONTGOMERY COUNTY, MARYLAND**

Lead Sponsor: Government Operations & Fiscal Policy Committee

SUBJECT: Collective Bargaining Agreement with Municipal & County Government Employees Organization – Fiscal Year 2023

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, 2022, the County Executive resubmitted to the Council a collective bargaining agreement (the “Agreement”) between the County government and Municipal and County Government Employees Organization effective July 1, 2020 through June 30, 2023, as amended on March 31, 2021.
4. The Executive has identified the terms and conditions of the agreement that require or may require an appropriation of funds, or changes in any County law or regulation, for FY2023.
5. The County Council 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 unless the Council extends the date.

Action

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

- A. For FY2023, the County Council intends to **approve/reject** the following provisions of the Agreement, which require an appropriation or may have increased fiscal impacts for FY2023 over FY2022:
1. *General wage adjustment.* The Agreement requires a \$4,333 general wage adjustment payable on the last pay period in June 2023, which is expected to result in an increase of \$1,038,608 in FY2023 expenditures over FY2022 expenditures.
 2. *Lump Sum Payments.* The Agreement requires a \$600 lump sum payment to each unit member who is at the top of grade and not eligible to receive a service increment, payable on the first pay period in July 2022. The lump sum payments are expected to result in an increase of \$1,055,791 in FY2023 expenditures over FY2022 expenditures.
 3. *Service increments.* The Agreement requires a 3.5% service increment for eligible bargaining unit members on their anniversary dates, which are expected to result in an increase of \$ 3,899,678 in FY2023 expenditures over FY2022 expenditures.
 4. *Service increments for FY2011.* The Agreement requires a 1.25% service increment for all eligible bargaining unit members who would have been eligible to receive a service increment in FY11. This service increment is expected to result in an increase of \$593,688 in FY2023 expenditures over FY2022 expenditures.
 5. *Longevity step increments.* The Agreement requires a longevity step increment of 2.5%, 3%, or 3.5% for certain bargaining unit members. These step increments are expected to result in an increase of \$336,996 in FY2023 expenditures over FY2022 expenditures.
 6. *Seasonal employees.* For seasonal employees, the Agreement requires a \$1.00 wage adjustment in FY23, \$0.50 of which is applicable the first full pay period of FY23, and \$0.50 of which is applicable the last full pay period of FY23. This wage adjustment is expected to result in an increase of \$92,723 in FY2023 expenditures over FY2022 expenditures.
- B. For FY2023, the County Council intends to **approve** any provision of the Agreement:
1. that the Council approved for a prior fiscal year; and

2. for which the Executive has not identified an increased fiscal impact for FY2023 over FY2022.
- C. The County Council intends to **reject** the provision of the Agreement that would increase the County share of non-HMO group insurance premiums from 75% to 80%. The Council intends to approve the group insurance cost share as currently adopted for FY2022.

This is a correct copy of Council action.

Judy Rupp, Clerk of the Council



OFFICE OF THE COUNTY EXECUTIVE

Marc Elrich
County Executive

MEMORANDUM

April 1, 2022

TO: Gabe Albornoz, President
Montgomery County Council

FROM: Marc Elrich, County Executive *Marc Elrich*

SUBJECT: Memorandum of Agreement between the County and Municipal & County
Government Employees Organization (MCGEO)

I have attached the Memorandum of Agreement resulting from negotiations between the Montgomery County Government and the United Food and Commercial Workers, Local 1994, Municipal & County Government Employees Organization (MCGEO). This agreement is the product of a settlement from November 1, 2020, to February 1, 2021, reopener bargaining term which reflects the changes to the existing Collective Bargaining Agreement effective July 1, 2020, through June 30, 2023.

I have also attached a summary of the agreed upon items and a copy of the fiscal impact statement referenced in the Workforce/Compensation chapter of my budget to assist in the Council's review of the document. The items will take effect for the first time in FY2023 and have a fiscal impact in FY2023.

ME: jh

Enclosures

cc: Richard S. Madaleno, Chief Administrative Officer
Berke Attila, Director, Office of Human Resources
Jennifer Bryant, Director, Office of Management and Budget
Jennifer Harling, Chief Labor Relations Officer
John Markovs, Acting County Attorney, Office of the County Attorney

**Summary of Proposed Labor Agreement with MCGEO
Effective FY23**

| No. | Article | Subject | Summary of Change | Requires Appropriation of funds | Present or Future Fiscal Impact | Requires Legislative Change | Requires Regulation Change | Notes |
|-----|---------|--------------------|--|---------------------------------|---------------------------------|-----------------------------|----------------------------|------------------------------|
| 1 | 5 | Wages | \$4,333 General Wage Adjustment in the Last Pay Period of June 2023 \$600 Lump Sum to Eligible Employees not Eligible to Receive a Full Service Increment in FY23 | Yes | Yes | No | No | See Fiscal Impact Statement. |
| 2 | 5.1 | Longevity | Longevity Step Increase of 2.5, 3, or 3.5 Percent for Eligible Employees. | No | No | No | No | See Fiscal Impact Statement. |
| 3 | 6 | Service Increments | Service Increment of 3.5 Percent for Eligible Employees. | Yes | Yes | No | No | See Fiscal Impact Statement. |
| 4 | 6 | Deferred Increment | Deferred Service Increment from FY11 for Eligible Employees, Third Phase of 1.25% Effective July 2022. | Yes | Yes | No | No | See Fiscal Impact Statement. |
| 5 | 53 | Seasonal Employees | Additional \$0.50 Adjustments Effective the First Full Pay Period in July 2022 and the Last Pay Period in June 2023. | Yes | Yes | No | No | See Fiscal Impact Statement. |

**Municipal and County Government Employees Organization
 United Food and Commercial Workers, Local 1994
 Fiscal Impact Summary***

| <u>Article</u> | <u>Item</u> | <u>Description</u> | <u>FY23</u> | <u>Annual Cost Beyond FY23</u> | <u>Estimated # affected**</u> |
|----------------|--------------------|---|--------------------|------------------------------------|-----------------------------------|
| 5 | Wages | \$4,333 General Wage Adjustment in the Last Pay Period of June 2023 | \$1,038,608 | \$27,003,808 | 5,004 |
| 5 | Wages | \$600 Lump Sum to Eligible Employees not Eligible to Receive a Full Service Increment in FY23 | \$1,055,791 | \$0 | 1,700 |
| 5.1 | Longevity | Longevity Step Increase of 2.5, 3, or 3.5 Percent for Eligible Employees | \$336,996 | \$721,154 | 174 |
| 6 | Service Increments | Service Increment of 3.5 Percent for Eligible Employees | \$3,899,678 | \$7,580,121 | 3,554 |
| 6 | Deferred Increment | Deferred Service Increment from FY11 for Eligible Employees, Third Phase of 1.25% Effective July 2022 | \$593,688 | \$593,688 | - |
| 53 | Seasonal Employees | Additional \$0.50 Adjustments Effective the First Full Pay Period in July 2022 and the Last Pay Period in June 2023 | \$92,723 | \$178,576 | - |
| Total | | | \$7,017,483 | \$36,077,347 | |

**MEMORANDUM OF AGREEMENT
BETWEEN
THE MONTGOMERY COUNTY GOVERNMENT
AND
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 to amend the Collective Bargaining Agreement for the term of July 1, 2020 through June 30, 2023. As a result of those negotiations, the Employer and the 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</i> |

* * *

ARTICLE 5 – WAGES, SALARY, AND EMPLOYEE COMPENSATION

* * *

5.2 Wages

- (a) Effective the [first] last full pay period [following December 8, 2019] in June 2022, each bargaining unit member shall receive a [2.25 percent] \$1,684 general wage adjustment (GWA) increase in their base pay. Effective the last full pay period in June 2023, each bargaining unit member shall receive a \$1,988 GWA increase in their base pay or the dollar amount increase in base pay that County Councilmembers’ receive in December 2021. If the amount of the County Councilmembers’ December 2021 statutory increase exceeds \$1,988, the County shall submit a FY23 Recommended Budget that includes the difference between the amount given to the County Councilmembers and the \$1,988 provided for in this section. Bargaining unit employees shall be paid a base salary pursuant to the uniform pay plan, which appears in Appendix VII of this Agreement. An equivalent increase shall be made to the Deputy Sheriff and Correctional Officer Uniform Salary Schedules, which appear in Appendix I and IV of this Agreement, respectively.

[For FY21, the County Executive agrees to timely submit a supplemental appropriation from the County Council for earlier funding (prior to June 20, 2021) of the GWA and other deferred provisions under the following circumstances:]

- [the County’s total revenue and revenue projections for FY21, as determined by the Montgomery County Department of Finance and Office of Management and Budget, are in excess of the FY21 Council approved revenue figures by at least \$20 million. The County will review the revenue and revenue projections at the end of each quarter for

the conditions above. This review will be completed no later than one month after the conclusion of each quarter, and the results will be shared with the Union;]

- [· the Council grants an increase to any Montgomery County Government employee group (excluding service increments or longevity steps, or statutorily-granted increases to elected officials' compensation); or]
- [· the Council approves tax-supported spending in excess of the approved FY21 tax-supported budget (excluding spending related to a response to COVID-19) by at least \$200,000.00.]

[If the Council approves the supplemental appropriation, the adjustments shall be effective the first full pay period after the appropriation is approved. The adjustment may not show on an employee's pay advice for up to two full pay periods, but the adjustment will be paid retroactive to the effective date.]

* * *

- (c) Each unit member whose salary is at top of grade and who is not eligible to receive a service increment funded in this agreement shall receive a [\$1,000] \$600 lump sum payment [in FY20. This payment will be made in one lump sum, by separate payment,] on the same pay date as the one associated with the first full pay period after July 1, [2019] 2021 and a \$600 lump sum payment on the same pay date as the one associated with the first full pay period after July 1, 2022. The lump sum payments [is] are considered regular earnings for income, withholding, and employment tax purposes. The payments will not be added to the employees' base salary. The payments will be prorated for part time employees as a percentage of hours in a non-overtime pay status during the period of June 7, 2020 through June 5, 2021 for the FY22 lump sum payment and the period of June 6, 2021 through June 4, 2022 for the FY23 lump sum payment as compared to a full-time employee working 2,080 hours. 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.

5.3 Shift Differential

- (a) Effective the first full pay period [after July 1, 2013, each employee required to work a shift that begins between the hours of 2:00 PM and 10:59 PM shall receive \$1.40 for each hour worked and \$1.56 for each hour worked on a shift that begins between the hours of 11:00 PM and 5:00 AM. Employees who begin a shift at or after 12 noon will be paid a shift differential for hours after 2:00 PM when 75 percent of their work hours are scheduled within the designated times above.] following July 1, 2021, employees shall receive one dollar and forty-two cents (\$1.42) for each hour worked on a work shift that begins on or after 12:00 noon and prior to 7:59 p.m., and one dollar and eighty-seven cents (\$1.87) for each hour worked on a shift that begins on or after 8:00 p.m. and before 5:59 a.m. Overtime hours worked during the above prescribed shifts shall be paid the differential.

* * *

5.7 Stand-By Pay

(a) If an employee is required to remain ready during off-duty hours to perform unscheduled and unanticipated work, the County must pay stand-by compensation to the employee at the rate of 15 percent of the employee's regular hourly salary or \$4.00 per hour, whichever is greater. [For the term of this agreement, FY20 , f] Fire marshals will be compensated at the rate of 30% of the employee's regular hourly salary for stand by pay and the rate of 50% of an employee's regular hourly salary on Saturday through Sunday and holidays.

* * *

5.22 Field Training Pay Differential

Effective the first full pay period following July 1, [2019] 2021 Bus Operators, Police Telecommunicators, Correctional Officers, [and] Deputy Sheriffs, Community Health Nurses, School Health Room Technicians, Forensic Scientists, Forensic Specialists, Forensic Firearms/Toolmark Examiners, Latent Print Examiners, and Housing Code Inspectors who have completed trainer training and are assigned to train new unit members shall receive a field training pay differential of \$3.25 for each hour of training.

* * *

5.31 Get-In Program Transit Subsidy

Employees shall be eligible to receive a monthly discount/ rebate of [~~\$75~~] \$265 for public transportation, commuter rail or van pools through the County Get-In Program.

* * *

ARTICLE 6 – SERVICE INCREMENTS

* * *

6.8 [Effective July 1, 2019] Effective the first full pay following July 1, 2021, eligible bargaining unit employees shall receive an annual service increment of 3.5 percent as described in this Article.

6.9 Service increments that eligible bargaining unit employees were scheduled to receive in FY2011, but which the County Council elected not to fund for FY 2011, shall be granted and phased in over three years, with the first phase of the 3.5 percent occurring as a 1 percent increase effective during the first full pay period following January 1, 2020. The second phase of 1.25 percent shall be granted during the first full pay period after July 1, [2020]2021, and the third phase of 1.25 percent shall be granted during the first full pay period after July 1, [2020]2022. The FY 2012 and FY 2013 increment that eligible bargaining unit members would have received in FY 2012 and FY 2013 will not be paid in [FY 2020 or 2021] FY 2022 or FY 2023. Continued deferment of these increments does not prohibit the parties from discussing alternate resolutions in future collective bargaining negotiations.

* * *

ARTICLE 20 - HOLIDAY LEAVE

* * *

20.7 Premium Pay for Holiday Work

- (a) A full-time employee who is required to work on a holiday must receive:
- (1) regular pay for the hours scheduled to be worked on the [normal] work day 8, [or] 10, or 12 hours, as applicable;
 - (2) premium pay at a rate of 1½ times the regular hourly rate for each hour worked for the [normal] work day on which the holiday occurs; and
 - (3) overtime compensation for each hour worked in excess of the [normal] work day of 8 [or], 10, or 12 hours, as applicable.
- (b) A part-time employee who is required to work on a holiday must receive:
- (1) regular pay for the prorated share of the hours scheduled to be worked on the [normal] work day;
 - (2) premium pay at a rate of 1½ times the regular rate of pay for the prorated share of hours worked on the holiday; and
 - (3) overtime compensation for each hour worked in excess of the normal work day of 8 [or ten], 10, 12 hours, as applicable.
- (c) In order to receive premium pay for work on a holiday, an employee must have worked his [/] or her last scheduled workday before and after the holiday or have been on a scheduled absence, as defined in 5.90(j).

* * *

ARTICLE 23 – PROMOTION

* * *

23.3 Acting Pay

Employees will not normally be assigned to a higher classified job, unless required by workload as determined by the Employer. [However, employees who are assigned to a higher classified job for a period of more than 10 days shall receive the rate of pay of the higher classified job retroactive to the first day of work at the higher level]. Employees formally assigned to a higher classified job shall be paid an hourly differential of five dollars (\$5.00) for all hours worked in the higher classification.

* * *

ARTICLE 32 – TOOLS AND UNIFORMS

* * *

32.5 Uniforms For Employees

* * *

(h) Departmental Uniforms (OPT Bargaining Unit)

During the first year of this agreement uniforms will be provided for:

* * *

- (2) Correction and Rehabilitation, Community Contract/Resident Supervisors [civilians assigned to the Central Processing Unit]; and

* * *

ARTICLE 44 – NON-PUBLIC SAFETY RETIREMENT PLANS

* * *

44.11 Cash Value of Sick Leave

Unused sick leave for participants in the RSP or GRIP plans will be paid according to the following schedule:

- Employees with at least 10 years of service and a sick leave balance of at least 120 hours shall be entitled to receive \$5,000.
- Employees with at least 20 years of service and a sick leave balance of at least 240 hours shall be entitled to receive \$10,000.

Employees may elect to defer this amount, subject to the applicable limits, to their deferred compensation account. Employees would be required to elect this option prior to separation of service. Employees without a deferred compensation plan can elect to create one prior to separation of service, or can receive the payout as a lump sum, subject to applicable tax withholding.

* * *

ARTICLE 53 – SUBSTITUTE, SEASONAL, AND TEMPORARY EMPLOYEES

53.1 Wages

* * *

(b) Seasonal employees on the Seasonal Salary Schedule who do not encumber OPT/SLT unit positions shall receive [no adjustment in FY21] (1) a \$.50 wage adjustment in FY22 effective the first full pay period following July 1, 2021, or the Montgomery County minimum wage, whichever is greater, and (2) a \$1.00 wage adjustment in FY 2023 (\$0.50 of which will be effective the first full pay period following July 1, 2022 and \$0.50 of which will be effective the last full pay period in June 2023) or the Montgomery County minimum wage, whichever is greater.

* * *

APPENDIX II – OPT Unit - DEPARTMENT OF HEALTH AND HUMAN SERVICES

General Issues

* * *

(g) Therapists, Behavioral Health Associate Counselors, and Behavioral Health Technicians assigned to the Crisis Center shall receive a yearly stipend of \$1,500 in the last full pay period of the fiscal year. Affected employees who work a minimum of seventy-five percent (75%) of the scheduled hours in that fiscal year shall receive the stipend.

* * *

APPENDIX IV – OPT Unit - DEPARTMENT OF CORRECTION AND REHABILITATION

* * *

(h) Voluntary and Involuntary Overtime

* * *

(5) Department bargaining unit employees within retirement Group E shall receive thirty (30) minutes of straight time for each shift worked in addition to the regular 8-hour tour of duty and shall not be permitted to leave the facility during a lunch break. Employees on special assignment in the administrative areas who are permitted to leave the premises for lunch shall not receive the thirty (30) minutes of straight time on any day he or she is so assigned.

* * *

(l) DOCR CHN and LPN Items

1. Uniform allowance will be increased to [\$250.00] \$375.00.

* * *

(y) Resident Supervisor Uniforms

1. Current and new Resident Supervisor hires shall receive five (5) polo-style shirts and five (5) pairs of khakis. Thereafter, each year each Resident Supervisor shall receive three (3) polo-style shirts and three (3) pairs of khakis.
2. Current and new Resident Supervisors shall receive a shoe allowance of \$145 per year.
3. The implementation of a uniform cleaning service shall be referred to the DOCR LMRC, which shall make a recommendation to the Department.

* * *

APPENDIX VI – OPT/SLT Units – DEPARTMENT OF TRANSPORTATION

* * *

(c) Highway Services

* * *

5. DOT - Highways shall contribute up to \$200.00 during FY21 towards the purchase of safety shoes by employees, as required or recommended by management for DOT Highways Services employees. To receive 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 of the bargaining unit employee as determined by Risk Management, and the shoes must comply with American National Standard Institute (ANSI) safety standard ANSI:Z41.1-1999 or any subsequently adopted appropriate ANSI or ASTM standard.

* * *

APPENDIX XX – DEPARTMENT OF GENERAL SERVICES [– BUILDING ISSUES]

* * *

(f) Fleet Management

* * *

- (5) Fleet Management Services shall contribute up to \$200.00 annually towards the purchase of safety shoes by employees, as required or recommended by management. To receive 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 of the bargaining unit employee as determined by Risk Management, and

the shoes must comply with American National Standard Institute (ANSI) safety standard ANSI:Z411999 or any subsequently adopted appropriate ANSI or ASTM standard.

* * *

IN WITNESS WHEREOF, the parties hereto have caused their names to be subscribed by their duly authorized officers and representatives as of the dates indicated below.

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

Gino Renne

Gino Renne (Mar 29, 2021 16:14 EDT)

Gino Renne
President

Mar 29, 2021

Date

Montgomery County Government
Montgomery County, Maryland

Marc Elrich

Marc Elrich
County Executive

3/31/2021

Date

Jennifer Harling 2/28/21

Jennifer Harling, Esq.
Chief Labor Relations Officer

Mar 29, 2021

Date

Steven Blivess

Steven N. Blivess
Lead Negotiator

Mar 29, 2021

Date

Approved for form and legality by:

Edward E. Haenftling, Jr.

Edward E. Haenftling, Jr.
Associate County Attorney

Mar 30, 2021

Date

MONTGOMERY COUNTY GOVERNMENT
OFFICE, PROFESSIONAL & TECHNICAL AND SERVICE, LABOR, AND
FISCAL YEAR 2023
EFFECTIVE JULY 3, 2022

| GRADE | MINIMUM | MIDPOINT | MAXIMUM | 18 YEAR LONGEVITY (3%) | 24 YEAR LONGEVITY (3%) |
|-------|----------|-----------|-----------|------------------------------|------------------------------|
| 5 | \$34,172 | \$40,130 | \$46,088 | \$47,420 | \$48,792 |
| 6 | \$34,172 | \$41,055 | \$47,939 | \$49,326 | \$50,755 |
| 7 | \$34,172 | \$42,044 | \$49,916 | \$51,362 | \$52,853 |
| 8 | \$34,172 | \$43,141 | \$52,110 | \$53,624 | \$55,181 |
| 9 | \$35,172 | \$44,795 | \$54,418 | \$56,000 | \$57,630 |
| 10 | \$36,515 | \$46,711 | \$56,907 | \$58,564 | \$60,270 |
| 11 | \$37,924 | \$48,715 | \$59,506 | \$61,239 | \$63,026 |
| 12 | \$39,391 | \$50,815 | \$62,239 | \$64,055 | \$65,926 |
| 13 | \$40,945 | \$53,027 | \$65,109 | \$67,012 | \$68,971 |
| 14 | \$42,577 | \$55,354 | \$68,130 | \$70,123 | \$72,176 |
| 15 | \$44,285 | \$57,786 | \$71,288 | \$73,376 | \$75,526 |
| 16 | \$46,105 | \$60,360 | \$74,614 | \$76,802 | \$79,055 |
| 17 | \$48,120 | \$63,112 | \$78,103 | \$80,396 | \$82,757 |
| 18 | \$50,250 | \$66,010 | \$81,770 | \$84,172 | \$86,647 |
| 19 | \$52,539 | \$69,077 | \$85,615 | \$88,133 | \$90,726 |
| 20 | \$54,930 | \$72,291 | \$89,653 | \$92,292 | \$95,010 |
| 21 | \$57,455 | \$75,675 | \$93,895 | \$96,661 | \$99,510 |
| 22 | \$60,093 | \$79,221 | \$98,349 | \$101,248 | \$104,235 |
| 23 | \$62,873 | \$82,954 | \$103,034 | \$106,075 | \$109,207 |
| 24 | \$65,786 | \$86,860 | \$107,934 | \$111,122 | \$114,405 |
| 25 | \$68,840 | \$90,966 | \$113,091 | \$116,434 | \$119,876 |
| 26 | \$72,061 | \$95,285 | \$118,509 | \$122,014 | \$125,624 |
| 27 | \$75,410 | \$99,804 | \$124,198 | \$127,873 | \$131,659 |
| 28 | \$78,719 | \$104,443 | \$130,167 | \$134,022 | \$137,992 |

MONTGOMERY COUNTY GOVERNMENT
OFFICE, PROFESSIONAL & TECHNICAL AND SERVICE, LABOR, AND
FISCAL YEAR 2023
EFFECTIVE JUNE 18, 2023
GWA: \$4,333 INCREASE

| GRADE | MINIMUM | MIDPOINT | MAXIMUM | 18 YEAR LONGEVITY (3%) | 24 YEAR LONGEVITY (3%) |
|-------|----------|-----------|-----------|------------------------------|------------------------------|
| 5 | \$38,505 | \$44,463 | \$50,421 | \$51,934 | \$53,492 |
| 6 | \$38,505 | \$45,388 | \$52,272 | \$53,840 | \$55,455 |
| 7 | \$38,505 | \$46,377 | \$54,249 | \$55,876 | \$57,553 |
| 8 | \$38,505 | \$47,474 | \$56,443 | \$58,136 | \$59,880 |
| 9 | \$39,505 | \$49,128 | \$58,751 | \$60,514 | \$62,329 |
| 10 | \$40,848 | \$51,044 | \$61,240 | \$63,077 | \$64,970 |
| 11 | \$42,257 | \$53,048 | \$63,839 | \$65,754 | \$67,727 |
| 12 | \$43,724 | \$55,148 | \$66,572 | \$68,569 | \$70,626 |
| 13 | \$45,278 | \$57,360 | \$69,442 | \$71,525 | \$73,671 |
| 14 | \$46,910 | \$59,687 | \$72,463 | \$74,637 | \$76,876 |
| 15 | \$48,618 | \$62,119 | \$75,621 | \$77,890 | \$80,226 |
| 16 | \$50,438 | \$64,693 | \$78,947 | \$81,315 | \$83,755 |
| 17 | \$52,453 | \$67,445 | \$82,436 | \$84,909 | \$87,456 |
| 18 | \$54,583 | \$70,343 | \$86,103 | \$88,686 | \$91,347 |
| 19 | \$56,872 | \$73,410 | \$89,948 | \$92,646 | \$95,426 |
| 20 | \$59,263 | \$76,624 | \$93,986 | \$96,806 | \$99,710 |
| 21 | \$61,788 | \$80,008 | \$98,228 | \$101,175 | \$104,210 |
| 22 | \$64,426 | \$83,554 | \$102,682 | \$105,762 | \$108,935 |
| 23 | \$67,206 | \$87,287 | \$107,367 | \$110,588 | \$113,906 |
| 24 | \$70,119 | \$91,193 | \$112,267 | \$115,635 | \$119,104 |
| 25 | \$73,173 | \$95,299 | \$117,424 | \$120,947 | \$124,575 |
| 26 | \$76,394 | \$99,618 | \$122,842 | \$126,527 | \$130,323 |
| 27 | \$79,743 | \$104,137 | \$128,531 | \$132,387 | \$136,359 |
| 28 | \$83,052 | \$108,776 | \$134,500 | \$138,535 | \$142,691 |

Resolution No.: _____
Introduced: _____
Adopted: _____

**COUNTY COUNCIL
FOR MONTGOMERY COUNTY, MARYLAND**

Lead Sponsor: Government Operations & Fiscal Policy Committee

SUBJECT: Collective Bargaining Agreement with Career Fire Fighters Association – Fiscal Year 2023

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, 2022, the County Executive submitted to the Council an amended collective bargaining agreement (the “Agreement”) between the County government and the International Association of Fire Fighters. The term of the Agreement ends on June 30, 2023.
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 County law or regulation for FY2023.
5. 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 or extend the time to do so.

Action

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

- A. For FY2023, the County Council intends to **approve/reject** the following provisions of the Agreement, which require a change in law, require the appropriation of funds, or may have an increased fiscal impact for FY2023 over FY2022:
1. *Retirement credit for military service.* The Executive agreed to submit to the Council legislation to provide up to 24 months of credited service towards retirement for Group G members with prior U.S. military service. The anticipated increase in County expenditures for FY2023 over FY2022 is \$337,073.
 2. *Working out of class compensation.* The Agreement was amended to provide “working out of class” compensation to certain employees.
 3. *Juneteenth.* Under the Agreement, the Executive has agreed to propose Juneteenth as an official holiday.
 4. *General wage adjustment.* The Agreement provides for a 4% general wage adjustment effective the pay period beginning October 9, 2022; and 1% general wage adjustment effective the pay period beginning on January 1, 2023. The expected fiscal impact for FY2023 over FY2022 is \$3,815,894.
 5. *Longevity increments.* The Agreement requires adjustments to longevity increments. The fiscal impact for FY2023 over FY2022 is estimated at \$1,854,002.
 6. *Service increments.* The Agreement provides for a 3.5% service increment for eligible bargaining unit members on their anniversary dates. The anticipated fiscal impact for FY2023 over FY2022 is \$900,712.
 7. *Prescription drug plan.* The Agreement makes alterations to the prescription drug plan.
 8. *Line of duty death benefit.* Certain payments for funeral expenses under the Agreement would increase from \$15,000 to \$35,000.
- B. For FY2023, the County Council intends to **approve** any provision of the Agreement:
1. that the Council approved for a prior fiscal year; and
 2. for which the Executive has not identified an increased fiscal impact for FY2023 over FY2022.

- C. The County Council intends to reject the provision of the Agreement that would increase the County share of non-HMO group insurance premiums from 75% to 80%. The Council intends to approve the group insurance cost share as currently adopted for FY2022.

This is a correct copy of Council action.

Judy Rupp, Clerk of the Council




OFFICE OF THE COUNTY EXECUTIVE

Marc Elrich
County Executive

MEMORANDUM

April 1, 2022

TO: Gabe Albornoz, President
Montgomery County Council

FROM: Marc Elrich, County Executive 

SUBJECT: Bill No. XX-22, Amendment to Section 33-41 of the Montgomery County Code -
-- Credited Service

I am transmitting to you Bill No. XX-22, which amends Section 33-41 of the Montgomery County Code. The amendment will, in part, allow members of Group G to credit up to twenty-four (24) months of military service towards their retirement.

If you have any questions or would like additional information, please contact Jennifer Harling, Office of Labor Relations.

Enclosures

Fiscal Impact Statement
Bill XX-22, Fire and Rescue Services – Credited Service for Group G Members

1. Legislative Summary.

The legislation provides up to 24 months of service credit for Group G members at no cost to the employee for prior military service based on the years of County service. An employee with seven years of County service will be credited with 12 months of credited service, and 15 years of County service will result in 24 months of credited service.

2. An estimate of changes in County revenues and expenditures regardless of whether the revenues or expenditures are assumed in the recommended or approved budget. Includes source of information, assumptions, and methodologies used.

FY23 County expenditures increase \$337,073 reflecting the estimated annual amortized County contribution required to support the additional credited service for prior military service based on actuarial valuation as of July 1, 2021. The analysis assumes that this change would affect 15 percent of the 1,166 current active Group G members as of July 1, 2021. Members receiving the credit are assumed to retire at the same time as currently assumed in the actuarial valuation based on age and service-based retirement rates used in the actuarial valuation. In the event this legislation passes, the annual pension valuation will take these factors into account as new Group G contribution rates and liabilities are calculated. There is no anticipated impact on County revenues.

3. Revenue and expenditure estimates covering at least the next 6 fiscal years.

If the existing actuarial assumptions remain, the additional contribution over the six-year period is estimated to be \$2,022,438 as shown below. There is no anticipated impact on revenues.

| | FY23 | FY24 | FY25 | FY26 | FY27 | FY28 | Six-Year Total |
|--|---------|---------|---------|---------|---------|---------|------------------|
| County Contribution - Military Service Crediting | 337,073 | 337,073 | 337,073 | 337,073 | 337,073 | 337,073 | 2,022,438 |

4. An actuarial analysis through the entire amortization period for each bill that would affect retiree pension or group insurance costs.

Actuarial analysis provided by Gabriel, Roderer, Smith and Company estimates that providing up to 24 months of service credit for prior military service increases actuarial accrued liability for Group G members over a 20-year period by \$2,529,525. The actuarial assumptions used in the analysis are the same as those used in the actuarial valuation of the Montgomery County Employees’ Retirement System as of July 1, 2021.

5. An estimate of expenditures related to County’s information technology (IT) systems, including Enterprise Resource Planning (ERP) systems.

Not applicable.

6. Later actions that may affect future revenue and expenditures if the bill authorizes future spending.

This bill does not authorize future spending.

7. An estimate of the staff time needed to implement the bill.

Some additional staff time will be required to validate the service qualification and for Montgomery County Employee Retirement Plans (MCERP) staff to process the credits. This is unlikely to significantly impact workload and is expected to be accommodated within the existing personnel complement.

8. An explanation of how the addition of new staff responsibilities would affect other duties.

No change in staff responsibilities is expected as a result of implementing this legislation.

9. An estimate of costs when an additional appropriation is needed.

FY23 expenditures increase \$337,073 to support the estimated annual County contribution. Appropriation to support this cost is included in the County Executive's FY23 Recommended Operating Budget.

10. A description of any variable that could affect revenue and cost estimates.

Actual expenditures may vary based on the number, age, and longevity of Group G members with creditable prior military service.

11. Ranges of revenue or expenditures that are uncertain or difficult to project.

See response to Question #10.

12. If a bill is likely to have no fiscal impact, why that is the case.

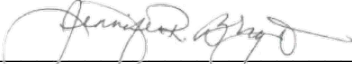
Not applicable.

13. Other fiscal impacts or comments.

Not applicable.

14. The following contributed to and concurred with this analysis:

Rachel Silberman, Office of Management and Budget
Rich Harris, Office of Management and Budget



Jennifer Bryant, Director
Office of Management and Budget

3/31/22

Date

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

| <u>Article</u> | <u>Item</u> | <u>Description</u> | <u>Annual Cost</u> | | <u>Estimated # affected**</u> |
|----------------|-----------------------|---|--------------------|---------------------|-----------------------------------|
| | | | <u>FY23</u> | <u>Beyond FY23</u> | |
| 19.1 | Wages | 4.0 and 1.0 Percent General Wage Adjustment in October 2022 and January 2023, respectively. | \$3,815,894 | \$5,886,151 | 1,211 |
| 19 | Longevity | Longevity Step Increases of 3.5 Percent for Eligible Employees | \$164,311 | \$318,731 | 58 |
| 19 | Longevity | Adjustment of Longevity Steps to after 17, 20, and 24 Years of Service | \$1,689,691 | \$2,079,292 | 1,098 |
| 51 | Pensions | Military Service Credit for Eligible Group G Members | \$337,073 | \$337,073 | -- |
| 55 | Service Increments | Service Increment of 3.5 Percent for Eligible Employees | \$900,712 | \$1,665,475 | 688 |
| Total | | | \$6,907,680 | \$10,286,722 | 1,211 |

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

| <u>Item</u> | <u>Description</u> | <u>Annual Cost</u> | | <u>Estimated # affected**</u> |
|-----------------------|---|--------------------|--------------------|-----------------------------------|
| | | <u>FY23</u> | <u>Beyond FY23</u> | |
| Wages | 4.0 and 1.0 Percent General Wage Adjustment in October 2022 and January 2023, respectively. | \$211,791 | \$334,228 | 43 |
| Service Increments | Service Increment of 3.5 Percent for Eligible Employees | \$24,562 | \$25,487 | 3 |
| Total | | \$236,353 | \$359,715 | 43 |

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

** The estimated number of employees affected by the economic item is identified where known.

Bill No. _____ [Click - type number]
Concerning: Fire and Rescue Services –
Credited Service for Group G Members
Revised: [date] Draft No. [#]
Introduced: [date]
Expires: [18 mos. after intro]
Enacted: [date]
Executive: [date signed]
Effective: [date takes effect]
Sunset Date: [date expires]
Ch. [#], Laws of Mont. Co. [year]

COUNTY COUNCIL FOR MONTGOMERY COUNTY, MARYLAND

By: Council President at the Request of the County Executive

AN ACT to:

- (1) permit County employees enrolled in Group G of the Employees’ Retirement System to receive credited years of service with Montgomery County based on prior years of military service.

By amending

Montgomery County Code
Chapter 33, Personnel and Human Resources
Section 33-41

| | |
|------------------------------|--|
| Boldface | <i>Heading or defined term.</i> |
| <u>Underlining</u> | <i>Added to existing law by original bill.</i> |
| [Single boldface brackets] | <i>Deleted from existing law by original bill.</i> |
| <u>Double underlining</u> | <i>Added by amendment.</i> |
| [[Double boldface brackets]] | <i>Deleted from existing law or the bill by amendment.</i> |
| * * * | <i>Existing law unaffected by bill.</i> |

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

1 **Sec. 1. Section 33-41 is amended as follows:**

2 **33-41. Credited service.**

3 * * *

4 (e) *Credited service for prior military service.*

5 (1) In this subsection, “uniformed services” means the United States
6 Army, Navy, Air Force, Marine Corps, Coast Guard, the
7 commissioned corps of the National Oceanic and Atmospheric
8 Administration and the Public Health Service of the United
9 States, and active duty service in the National Guard of any state
10 of the United States.

11 (2) A member with 5 years of membership in the Employees
12 Retirement System enrolled or re-enrolled on or after July 1,
13 1978, may obtain credited service for all or part of any military
14 service in the uniformed services of the United States up to a
15 maximum of 48 months. A member exercising this option must
16 pay, in a lump sum or on an extended payment basis, the full
17 actuarial cost for these service credits.

18 (3) A Group G member may obtain up to twenty-four (24) months of
19 service credited at no cost to the employee for prior military
20 service. The amount of the crediting will be based on the years
21 of County service; seven (7) years of service will result in the
22 County crediting twelve (12) months of credited service, and
23 fifteen (15) years of service will result in the County crediting
24 twenty-four (24) months of service. The crediting will be applied
25 when the years of service threshold is reached.

26 **Sec. 2. Effective date.**

27 The Council declares that this legislation is necessary for the immediate
28 protection of the public interest. This Act takes effect on the date on which it
29 becomes law.

30 *Approved:*

31

32

Gabriel Albornoz, President, County Council

Date

33 *Approved:*

34

Marc Elrich, County Executive

Date

35 *This is a correct copy of Council action.*

36

Selena Mendy Singleton, Clerk of the Council

Date

Approved as to Form and Legality



3/31/2022

Date

**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, 2020 through June 30, 2022. 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:

Underlining *Added to existing agreement.*
[Single boldface brackets] *Deleted from existing agreement.*
* * * *Existing language unchanged by parties.*

The parties agree to amend the contract as follows:

* * *

ARTICLE 2 - ORGANIZATIONAL SECURITY

SECTION 2.1 - UNION MEMBERSHIP

- [A. It shall be a continuing condition of employment that all bargaining unit employees: 1) shall become and remain members in good standing of the Union, or 2) pay a service fee, effective July 1, 1989. Within sixty (60) days of obtaining merit status and receipt of notification from the Union a bargaining unit employee shall exercise one of the choices above.

1. Semi-annually the Employer shall provide the Union with an updated list of all employees of the Montgomery County Fire and Rescue Service who at the time are in a probationary status. Such list shall contain the following information for each probationary employee: name, home address, current station assignment, and date of hire. These semi-annual reports will be provided to the Union by March 1 and September 1 each calendar year.

- B. The Union dues and service fees shall be set by the Union. These amounts may be subject to change each year of this Agreement as a result of notice given by the Union to the Employer at least sixty (60) days prior to the effective date of the change, which shall be the first full pay period following July 1 of each year.]

[C]A. Union membership or the payment of service fees is not a term or condition of employment. The Union shall comply, in the administration of this Article, with Section 33-150 [148 (1)] of the Montgomery County Code, as amended; specifically, the Union shall adhere at all times to all federal constitutional requirements in its administration of any agency shop system maintained by it.

[D. The Union shall indemnify and hold the Employer harmless against any and all claims arising from actions taken by the Union with regard to the collection of agency service fees or the resolution of disputes concerning agency service fees.]

B. Semi-annually the Employer shall provide the Union with an updated list of all employees of the Montgomery County Fire and Rescue Service who at the time are in a probationary status. Such list shall contain the following information for each probationary employee: name, home address, current station assignment, and date of hire. These semi-annual reports will be provided to the Union by March 1 and September 1 each calendar year.

SECTION 2.2 -DUES CHECK-OFF

A. Upon the presentation by the Union of a list of the individual employees covered by this Agreement for each of whom the Union certifies to have on file a written authorization for dues deduction or service fee deduction duly executed by the employee, the Union shall be entitled to have the dues or service fees deducted from their paychecks on a bi-weekly basis. [Such authorization shall be non-revocable and automatically renewed from year to year.] Bargaining unit employees who want to change their dues or service fee authorization shall contact the Union President or designee. The Union will notify the Employer whenever a bargaining unit employee changes their membership status.

B. Union dues and service fees shall be set by the Union. These amounts may be subject to change each year of this Agreement as a result of notice given by the Union to the Employer at least sixty (60) days prior to the effective date of the change.

[B]C. The amounts to be deducted shall be certified to the Employer by the Treasurer of the Union. Whenever the Union notifies the Employer to begin deducting the dues of any bargaining unit employee, said deductions shall begin no later than the second paycheck following the Union's notification. If the Employer fails to make the deduction within this period, the Union will notify the Employer who shall immediately correct the error. Aggregate deductions of all employees shall be remitted at least monthly to the Union along with an itemized statement.

[C]D. The Employer or its agents or representatives shall not encourage or discourage membership in the Union by discriminating in hiring, tenure, wages,

hours, or conditions of employment. The Union, its agents, representatives and persons who work for it shall not restrain, coerce, or interfere with employee rights.

[D]E. 1. The Union shall indemnify and hold the Employer harmless against any and all claims, demands, suits, or any other forms of liability that shall arise out of or by reason of action taken or not taken by the Employer for the purposes of complying with any list, notice, form, card, or assignment furnished under this Article.

2. The Union shall indemnify and hold the Employer harmless against any and all claims arising from actions taken by the Union with regard to the collection of dues or agency service fees or the resolution of disputes concerning dues or agency service fees.

[E]E. When a bargaining unit employee returns to work from a non-pay status, and upon appropriate certification from the Union that the employee owes back dues to the Union, the Employer shall deduct from the employee's next paycheck the full amount of back dues owed.

SECTION 2.3 - UNION BUSINESS

A. The President of the Union or the President's designee shall be granted administrative leave up to ~~[1,248]~~ 2,496 hours per year for the purpose of discharging his official representational duties as the Union President provided that the President and the designee are not simultaneously covered by administrative leave. This shall be the sole source of administrative leave for the Union President or designee.

At the Union President's designation, one additional executive board member at a time shall be granted administrative leave up to a total of 2,496 hours per year for the purpose of discharging their official representational duties as Union officials.

The President and the additional executive board members designated by the President under this subsection shall continue to use annual and sick leave pursuant to applicable regulations and the provisions of this Agreement. Such leave shall not count against the administrative leave provided in this subsection. Any unused administrative leave will not be carried over at the end of the calendar year to the next year.

* * *

D. In addition, members of the bargaining unit who pay dues or a service fee shall be assessed ~~[three (3)]~~ two (2) hours compensatory leave or annual leave per year (at the option of the employer) which shall be contributed to an administrative leave bank for the purpose of additional administrative leave to ~~[the President and/or]~~ other officers and ~~[officials]~~ representatives of the Union who are not on administrative leave pursuant to subsection A. Administrative leave identified in this Subsection ~~[and Subsection A]~~ shall be the sole source of leave for ~~[the Union President and shall result in the President being placed on administrative leave full-~~

time, except that the President shall continue to use annual and sick leave pursuant to applicable regulations and the provisions of this Agreement] union representatives not identified in Section A. Any [residue] excess in this leave bank at the end of any leave year shall not carry over to the next year. Requests for administrative leave in excess of the leave bank amount will not be unreasonably denied.

E. The President and [two] three Vice Presidents of the Union shall each be provided with 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.

* * *

G. Union Access to County Network: The Employer shall provide the means for the Union President, 1st Vice President, 2nd Vice President, 3rd Vice President, and any other mutually agreed upon union representative to wireless Internet access at County worksites, if available. This access will be for the purpose of conducting official labor/management business at County worksites.

* * *

SECTION 2.9 - ACCESS TO FIRE/RESCUE OPERATIONS INFORMATION

* * *

Bargaining Unit Captains and Lieutenants shall have access to policies, rules, and regulations. The Fire Chief or designee shall provide access to any information contained in memoranda of understanding or other third party agreements to the extent that it applies to or affects a bargaining unit worksite, and shall afford access to bargaining unit Captains and Lieutenants.

* * *

SECTION 6.3 - LEAVE YEAR AND ANNUAL LEAVE PROCEDURE

* * *

B. Second, third, and fourth round picks are for any three days maximum in each round, provided however, that employees assigned to [a 40-hour or 42-hour workweek,] work either four (4) ten (10)-hour shifts every week for forty (40) hours every seven (7) days, or two (2) twelve (12) - hour days and two (2) twelve (12)-hour nights may select up to four days in rounds two through four. The days selected in rounds two through four do not have to be consecutive, nor do they need to be aligned Sunday through Saturday.

* * *

SECTION 6.14 – CASUAL LEAVE PROCEDURE

* * *

B. The employee requesting casual leave shall request such leave not earlier than thirty (30) days before the requested date, and not later than 2100 hours on the day before the leave day being requested. [An employee may contact the scheduler by telephone to determine leave availability at any time.] If leave is available and granted within the above parameters, the scheduler will make appropriate TeleStaff entries and notifications. Requests for casual leave will be granted or denied by the Scheduler via telephone or TeleStaff, in accordance with the established number of leave slots available. Although use of email or TeleStaff, or review of the casual leave online calendar, is preferred, an employee may contact the scheduler by telephone to determine leave availability at any time.

* * *

E. The County will maintain and regularly update (in sync with TeleStaff) an online calendar, available through MCFRS' Quicklinks, including casual leave counts for the next thirty-one (31) days.

F. Upon approval of a casual leave request, an outbound notification to the employee that such request was approved shall be initiated.

* * *

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 when ordered to mandatory [for one annual two-week] military training or drills. Administrative leave granted for this purpose shall not [to] exceed [15 days annually or] 120 hours (168 hours for 2496 employees and 144 for 2184 employees) in a calendar year. [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.]

H. Application for administrative leave for military training or drills should be made [immediately] as soon as practicable upon receipt of orders for [active duty for] such activity in accordance with procedures established by the Chief Administrative Officer and Fire Chief and/or designee.

I. The Chief Administrative Officer may permit a waiver of the administrative leave limitation when [two annual] the employee is ordered to mandatory military training or drill [periods] requirements in excess of the limitations in this Article

in one calendar year.

J. An employee who is a member of a reserve component of the armed forces of the United States [is not entitled to paid administrative leave for purposes of attending monthly drills. The employee] may use annual or compensatory leave or arrange career stand-by in order to attend [these monthly drills] military training or drills above the administrative leave limitations in this Article. Career stand-by will be approved liberally contingent on operational needs. When no leave slots are available, annual, or compensatory leave will be granted above the leave slot cap for the purpose of attending monthly drills. [When leave slots are available, leave taken to attend monthly drills will count towards the leave slot cap.]

L. For all military training or drill requests requiring the use of annual or compensatory leave, the employee must enter a request for leave into the appropriate system at least seven (7) calendar days prior to their training.

All remaining sub-paragraphs shall be renumbered.

* * *

SECTION 12.8 - EFFECT OF LWOP USE ON EMPLOYEE BENEFITS

* * *

C. Period of suspension to be treated as LWOP for benefits purposes. If an employee is suspended, the Employer must treat the period of suspension the same as a period of LWOP for the purpose of the employee's benefits. [, except that the Employer must reassign an employee's service increment date if it occurs during a suspension.]

* * *

Section 13.3 Working Out of Class Compensation

A. Lieutenants are eligible for "working out of class" compensation for all hours worked when assigned as the sole or most senior officer (based on time in grade when more than one Lieutenant is working) in a fire station or the ECC, or when assigned as an EMS Duty Officer for more than 280 hours during a 6-month period.

B. A Master Firefighter is eligible for "working out of class" compensation for all hours worked when acting as an officer in a fire station or worksite for more than 280 hours during a 6-month period.

C. A Firefighter III is eligible for "working out of class" compensation for all hours worked as a primary apparatus unit officer on an emergency call.

D. Working out of class hours must be submitted before the end of the payperiod in which the hours were worked in the Department's online Working Out of Class

Approval system and be approved by the supervisor. After six months, the member must submit electronically the total hours to their Battalion Chief for review and validation. The Battalion Chief will submit the requests for processing within 15 days.

E. Requests for compensation shall be processed by the Department's designee within 45 days after receipt of the designated form.

F. Bargaining unit employees are not eligible for "working out of class" compensation when assigned to ALS transport units and Paramedic Chase Cars, or any single-person staffed unit.

G. Bargaining unit employees shall be compensated at 5% of their base salary for each hour worked at the higher grade position once all criteria have been met.

* * *

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). For employees assigned to ROCC and FEI who work a 2-2-4 schedule, the County shall assign them a "shift equivalent" Kelly each month based on their work schedule for that month.

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 station⁶ 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 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.
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.

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.

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.

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, ALS chase cars, or AFRA ALS positions unless no other qualified bargaining unit employees in [other] the rank classifications of Master Fire Fighter / Rescuer, Fire Fighter / Rescuer I^[FN1 - TO BE CONSECUTIVELY NUMBERED] Fire Fighter / Rescuer II, and Fire Fighter / Rescuer III are available to work.

2. Bargaining unit employees in the ranks of Fire/Rescue Captain and Fire/Rescue Lieutenant shall not be hired on overtime for the Scheduler position unless no other qualified bargaining unit employees in the rank classification of Master Fire Fighter / Rescuer are available to work.

[2]3. 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 Master Fire

Fighter / Rescuer, Fire Fighter / Rescuer I^[FN2 - TO BE CONSECUTIVELY NUMBERED]
Fire Fighter / Rescuer II, and Fire Fighter / Rescuer III shall be given
priority to be hired on overtime in Fire Fighter and Master Fire Fighter
/ Rescuer positions until the list of qualified bargaining unit Fire
Fighters and Master Fire Fighters has been exhausted.

[5.] Non-bargaining unit employees shall not be hired for overtime in any position regularly assigned to a bargaining unit employee unless no qualified bargaining unit employees are available to work.

FOOTNOTE 6: For personnel assigned as a Safety Officer, [or] an EMS Duty Officer, or to ECC, or to Scheduling, their "station" shall be their regular work assignment. Employees assigned as a Safety Officer, an EMS Duty Officer, to ECC, or to Scheduling will be assigned a battalion equivalent.

1 A Fire Fighter / Rescuer I who has achieved merit system status.

2 A Fire Fighter / Rescuer I who has achieved merit system status.

* * *

ARTICLE 16 HOLIDAYS
SECTION 16.1 - HOLIDAYS

- | | |
|--------------------------------|-------------------------|
| A. New Year's Day | January 1 |
| B. Martin Luther King, Jr. Day | Third Monday in January |

| | |
|---------------------------------|--|
| C. Memorial Day | Last Monday in May |
| D. Independence Day | July 4 |
| <u>E. Juneteenth</u> | <u>June 19</u> ^{[FN1 - TO BE CONSECUTIVELY} |
| NUMBERED] | |
| [E.] <u>F. Labor Day</u> | First Monday in September |
| [F.] <u>G. Veterans Day</u> | November 11 |
| [G.] <u>H. Thanksgiving Day</u> | Fourth Thursday in November |
| [H.] <u>I. Christmas Day</u> | December 25 |
| [I.] <u>L. Special Holidays</u> | Other days designated by action of the Chief Administrative Officer as a full-day or part-day holiday or as a non-work day. Religious holidays must not be designated as special holidays, as approved absences on these days may be obtained through annual leave or alternative work schedules |

FOOTNOTE 1 Pending Council action to add Juneteenth as an official County holiday. If the County Council fails to add Juneteenth as an official County holiday, the parties agree to open Article 16 to bargain amendments relating to Juneteenth. Such negotiations shall be subject to the impasse/fact-finding procedures in Article 43.

SECTION 16.2 HOLIDAY BENEFIT

Every eligible employee working a 2080-hr. work year shall receive 13 hours of straight time pay as their holiday benefit, for every holiday not identified in paragraph 2 of this section. Every eligible employee working a 2184-hr. work year shall receive 14 hours of straight time pay as their holiday benefit for every holiday not identified in paragraph 2 of this section. Every eligible employee working a 2496-hr. work year shall receive 16 hours of straight time pay as their holiday benefit for every holiday not identified in paragraph 2 of this section. In the alternative, bargaining unit employees may elect compensatory leave in lieu of straight time pay at 13, 14 or 16 hours consistent with the employee's annual work year. The benefit shall be recorded on the time sheet for the pay period in which the holiday falls and paid in the next paycheck.

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

open the government for normally scheduled business on these days, and each employee normally scheduled to work should anticipate having to work on these days.

* * *

ARTICLE 19 - WAGES

Section 19.1 General Wage Adjustments

[A. Effective the first full pay period on or after July 1, 2017, add new longevity step “LS2” at year 24. All eligible bargaining unit employees who reach 24 years of service shall receive a 3.5% “LS2” increase to their base pay effective the pay period in which their service anniversary date occurs; provided, however, that bargaining unit employees who have completed 24, 25, 26 or 27 years of service prior to July 1, 2017 shall receive a 3.5% “LS2” increase to their base pay effective the first full pay period on or after July 1, 2017.]

A [B.] Effective the first full pay period on or after July 1, 2016, the base salary for all bargaining unit members shall be increased by 1.0 percent. Effective the pay period beginning February 5, 2017, the base salary for all bargaining unit members shall be increased 1.0 percent.¹⁰

B [C.]

1. Effective the pay period beginning on October 9, 2022 the base salary for all bargaining unit members shall be increased by 4.0%. [Effective the first full pay period beginning on June 20, 2021, the base salary for all bargaining unit members shall be increased by two and one-quarter percent (2.25%).¹¹]

2. Effective the pay period beginning on January 1, 2023, the base salary for all bargaining unit members shall be increased by 1.0%.

[D.

1) Effective the first full pay period beginning on July 4, 2021, the base salary for all bargaining unit members shall be increased by one and four-tenths percent (1.4%). However, if the County Council approves a supplemental appropriation funding

a general wage adjustment during FY2021, this general wage adjustment shall be offset by the amount of the FY2021 general wage adjustment.

2) Effective the first full pay period on June 19, 2022, the base salary of all bargaining unit members shall be increased by one and one-half percent (1.5%).

If the Consumer Price Index for all Urban Consumers (“CPI-U”) for the Washington-Arlington-Alexandria area for the twelve month period ending March 2022 exceeds

one and one-half percent (1.5%), the County Executive agrees to submit a supplemental appropriation to the County Council to increase the general wage adjustment effective the pay period beginning on June 19, 2022 to an amount equal to the percent increase in CPI-U for the Washington-Arlington-Alexandria area for the twelve month period ending March 2022, not to exceed two and one-quarter percent (2.25%).]

FOOTNOTE 10: Per actions taken on April 26, 2016, May 16, 2016 and May 26, 2016, the County Council did not approve full funding for this provision, i.e., the Council did not appropriate funds for a 1.0 percent general wage adjustment for bargaining unit employees effective the pay period beginning February 5, 2017 or any subsequent date in FY 2017. The 1.0% general wage increase that was negotiated for implementation on February 5, 2017 [shall continue to be postponed through FY2022] **will considered fully funded and implemented if LS1 is funded by County Council.**

FOOTNOTE 11: [Per actions on April 30, 2020, May 5, 2020, and May 13, 2020, the County Council did not approve funding for this provision. *See Appendix IX.*]

SECTION 19.2 SALARY SCHEDULE

* * *

C. Bargaining unit employees shall progress to Step **LS1** on the uniform pay plan upon completion of **17[20]** years of service as a County merit system employee. All eligible bargaining unit employees who reach **17[20]** -years of service shall receive a 3.5% "**LS1**" increase to their base pay effective the pay period in which their service anniversary date occurs; provided, however, that bargaining unit employees who have completed 17, 18, or 19 years of service prior to July 1, 2022 shall receive a 3.5% "LS1" increase to their base pay effective on July 3, 2022.

i. All eligible bargaining unit employees who reach 20 years of service shall receive a 3.5% "LS2" increase to their base pay effective the pay period in which their service anniversary date occurs; provided, however, that bargaining unit employees who have completed 20, 21, 22, or 23 years of service prior to July 1, 2022 shall receive a 3.5% "LS2" increase to their base pay effective on July 3, 2022.

ii. All eligible bargaining unit employees who reach 24 years of service shall receive a 3.5% "LS3" increase to their base pay effective the pay period in which their service anniversary date occurs; provided, however, that bargaining unit employees who have completed 24 or more years of service prior to July 1, 2022 shall receive a 3.5% "LS3" increase to their base pay effective on July 3, 2022.

[D. Effective at the beginning of the first full pay period beginning on or after July 1, 2010, a Step P will be added at a rate 3.5% greater than the current Step O. All employees will then receive one service increment increase. The existing Step A will then be removed from the schedule, and the remaining 15 steps will be re-lettered A through O. This pay plan adjustment, which the County Council elected not to fund in FY 2011, and which has been postponed in subsequent collective bargaining agreements, shall continue to be postponed through FY2020. This pay plan adjustment shall continue to be postponed through FY2022.]

* * *

SECTION 19.4 OVERPAYMENTS/UNDERPAYMENTS TO EMPLOYEES, IMPROPER DEDUCTIONS OF LEAVE, AND EMPLOYEE DEBTS

A. Recovery of overpayment to employee or employee debt to County.

1. When the Employer overpays a bargaining unit employee, the Employer may deduct money from the employee's pay to recover the overpayment. The Employer must give the employee notice and an opportunity to respond before deducting the amount of the overpayment from the employee's pay. The union shall be copied on any notice given to an employee under this provision.

2. The Employer may set off a debt that a bargaining unit employee owes to the County and deduct the amount owed from unpaid salary, accrued annual leave or compensatory time, [or retirement contributions owed to the employee.]

3. When deducting money from an employee's paycheck to recover an overpayment or to set off a debt, the Employer must not deduct more than twenty percent (20%) of the employee's disposable pay from any one pay check. This limitation does not apply when the employee leaves County employment.

4. A bargaining unit employee may file a grievance under Article 38 over a deduction to recover an overpayment or a debt from the employee.

* * *

SECTION 20.9 - PRESCRIPTION DRUG PLAN

* * *

B. Effective January 1, 2023, the High Option Plan shall be eliminated and the County shall provide one stand alone prescription plan (Standard Option Plan - \$10/\$20/\$35 co-pays with a \$50 deductible) for all active employees and retirees.

All remaining sub-paragraphs shall be renumbered.

* * *

Section 20.11 - Line of Duty Death Benefit

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

- A. Immediate payment of \$[1] 35,000 toward funeral expenses. The County will pay an additional amount, not to exceed \$[1] 35,000, in funeral expenses to the designated beneficiary to cover funeral costs not reimbursed by the State of Maryland.
- B. Effective July 1, 2003, the basic benefit of term life and accidental death and dismemberment insurance payable for a full-time bargaining unit member under age 65, whose death is the direct result of an accidental bodily injury sustained in the performance of County employment will be \$500,000, or the amount payable under the schedule of such benefits in effect prior to January 1, 2003, whichever amount is greater.

* * *

ARTICLE 22 – PREVAILING RIGHTS

* * *

- L. COVID-19 vaccination and booster shots, Hepatitis Vaccine Shots and annual flu shots at no cost to the employee if requested by the employee. Each year, employees will be informed, in writing, of the availability of flu shots at least sixty (60) days prior to their availability, and at that time employees will be requested to respond, by email or in writing, within 21 days of such notification if they wish to receive a flu shot. Any employee who indicates that he/she wishes to receive a flu shot and who subsequently declines to receive the shot may be required to reimburse the Employer for the cost of the dosage up to a maximum of ten dollars (\$10.00). The County shall have no obligation to provide flu shots to bargaining unit employees who do not respond to this notice. The County may, at its discretion, make any surplus doses available to bargaining unit employees. Tetanus shots at no cost to the employee will be available if requested at the time of the employee's regularly scheduled physical/annual pulmonary function test at the Occupational Medical Section;

* * *

- Q. One piece of mutually agreed upon suitable aerobic equipment at the Emergency Communications Center (ECC) for use by E.C.C. employees.

* * *

SECTION 22.2 - NOTICE AND OPPORTUNITY TO SUBMIT COMMENTS

A. Prior to the implementation of any new or revised Directive, MCFRS Bulletin, Policy, Procedure, Instruction [FN1 – TO BE CONSECUTIVELY NUMBERED] relating to or affecting bargaining unit employees, the Employer shall provide the Union President, 1st Vice President, [and] 2nd Vice President, and 3rd Vice President with written, electronic notice and an opportunity to submit comments. If the Employer provides the Union with written, electronic notice and opportunity outside normal business hours (Monday through Friday, 7:00 am to 3:00pm), the electronically transmitted notices will be deemed received on the following business day. The employer will provide the Union written notice of its designee authorized to transmit documents for notice and opportunity.

Footnote 1 The parties understand and agree that the term “instruction” refers to: a) a written explanation provided by the Division Chiefs of the Fire Chief regarding the processes and/or procedures associated with the implementation of a new or revised Directive, Safety Bulletin, Policy or Procedure; or, b) written explanation/clarification provided by the Division Chiefs or the Fire Chief regarding an existing Directive, Safety Bulletin Policy or Procedure that deviates from an established past practice.

* * *

SECTION 29.6 – CLASS SCHEDULE FOR PROMOTIONS

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

* * *

SECTION 30.5 - TIME, PLACE AND MANNER OF INTERVIEWS/EXAMINATIONS
CONDUCTED AT THE INTERNAL AFFAIRS SECTION

A. Any interview or examination conducted by the Internal Affairs Section pursuant to sections 30.3 and 30.4 of this Article shall take place at the Internal

Affairs Section office, the Union Office, or at any other place to which the parties mutually agree. For employees who are the subject of an investigation, when scheduling an interview/examination, the Employer shall take reasonable and prudent measures to protect the employee's identity and participation in the interview/examination from disclosure to other employees.

* * *

SECTION 35.9 - MOLD REMEDIATION AT MCFRS WORKSITES

When the Safety Office performs its annual safety inspection, it shall include a mold inspection by the Safety Officer and report its findings to the Division of Support Services. The Joint Health and Safety Committee will receive a copy of the report at the same time as it is sent to the Division of Support Services.

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 41 – PRINTING OF CONTRACT

A. The County agrees to make this Agreement available electronically by posting it on OLR's website and [to make every effort] to send an email containing a hyperlink of the final [election] version of the Agreement to all bargaining unit employees at least fifteen (15) days before [print 300 copies of the contract in booklet form to be provided to the Union within ninety days of] the effective date of this Agreement. The County also agrees to print an adequate number of copies of this Agreement, in booklet form, for distribution to all worksites where bargaining unit members are assigned within thirty (30) days of the effective date of this Agreement.

B. The cover page of the Agreement shall be designed by mutual agreement between the parties.

C. [The cost of printing shall be shared equally by the parties.] The County agrees to provide the Union [four (4)] a first draft [run copies of the printed] of the Agreement prior to publication to proofread. The County agrees to correct all spelling and grammatical errors found during proof reading prior to publication and disbursement. [Additionally, an e-mail will be sent to all bargaining unit employees containing a hyperlink to the final electronic version of the agreement.]

* * *

SECTION 50.1 - TWO YEAR AGREEMENT

The duration of this Agreement shall be from July 1, [2020] 2022 through June 30, [2022] 2024.

There shall be a reopener for the second year (July 1, 2023 to June 30, 2024) by no later than September 1, 2022 limited to:

a. Cash Compensation – Wages – Article 19.1 (General Wage Adjustments)

b. Article 51 (Pensions)

c. Other Post-Employment Benefits

Such negotiations shall be subject to the impasse/fact-finding procedures of Montgomery County Code Section 33-153.

* * *

ARTICLE 51 - PENSIONS

* * *

[I. The parties shall create a working group to assess the viability of enhancing the Group G retirement benefit. The composition of the working group will include three representatives to be chosen by the union and three representatives to be chosen by the employer. The activities of the working group will be limited to:

- 1) Assessing the viability of altering the pension benefit formula, to include increasing the credit awarded for each year of service and the total amount of service credit for which employees may be eligible for Group G members;
- 2) Assessing the impact on the Consolidated Retiree Health Benefits Trust of increasing the County's share of retiree health insurance cost sharing for Group G members;
- 3) Assessing the viability of the County provided a military service credit for Group G members;
- 4) Assessing updating the UP 84 Mortality Table used to calculate the optional forms of benefit (including joint and survivor benefits) to the mortality tables used by the actuary for the actuarial valuation; and
- 5) Evaluating updating procedures for approving qualified domestic relations orders.

The working group shall provide recommendations to the Union and employer no later than October 15, 2021.] The County Executive will submit proposed legislation to the County Council on or before September 1, 2022, amending Section 33-41 of the

Montgomery County Code. Proposed legislation drafted pursuant to this collective bargaining agreement will be reviewed and approved by both parties prior to submission to the County Council. The following changes will apply only to those retirement applications filed after the adoption of the legislation.

The proposed legislation will provide, for Group G members, up to twenty-four (24) months credited service at no cost to the employee for prior military service. The amount of the crediting will be based on the years of County service; 7 years of service will result in the County crediting twelve (12) months of credited service, and 15 years of service will result in the County crediting twenty-four (24) months of service. The crediting will be applied when the years of service threshold is reached.

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

* * *

SECTION 53.2 - NOTICE OF RESIGNATION

An employee should submit a written resignation to the Fire Chief 2 weeks before the effective date of the resignation. In unusual circumstances, an employee may submit an oral resignation to the on-duty duty operations chief. If the on-duty duty operations chief accepts the employee's oral resignation, they must note the date, time, and nature of the communication.

* * *

SECTION 55.5 - REASSIGNMENT OF INCREMENT DATE

A. The Employer must assign an employee a new service increment date if the employee['s:

1. service increment is delayed;
2. increment date occurs during a period of within-grade salary reduction;
3.] has been on LWOP exceed[s]ing 28 calendar days, excluding LWOP for parental leave, military service, professional improvement, FMLA, or political leave in accordance with Article 12.

* * *

SECTION 55.6 - DELAY OF SERVICE INCREMENT

A. An employee's service increment shall be delayed if the employee's latest annual or interim performance rating did not meet expectations [was less than satisfactory],

or the employee's attendance, or conduct has been unsatisfactory.

B. To delay an eligible employee's service increment, the Employer must:

1. give written notice to the employee before the beginning of the pay period in which the employee's increment date falls;
2. include in the notice to the employee:
 - a. statement of the reasons for the delay;
 - b. the next date on which the employee's performance will be reviewed and the service increment granted if the employee's performance or attendance has improved to a satisfactory level; and
 - c. that the employee may file a grievance over the decision under Article 38.

C. The employer may delay an employee's service increment if [the employee's performance was unsatisfactory during the rating period or] the employee was absent for more than 50 percent of the work year, excluding periods of compensatory time, annual leave, parental leave, FMLA, disability leave, military leave, or LWOP for political leave in accordance with Article 12.

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

* * *

SECTION 55.8 - POSTPONEMENT OF SERVICE INCREMENTS

Service increments that eligible bargaining unit employees were scheduled to receive in Fiscal Year 2011 pursuant to the 7/1/08 - 6/30/11 Collective Bargaining Agreement but which the County Council elected not to fund for FY 2011 shall be granted during the pay period beginning April 6, 2014. Similarly, the FY 2012 service increments that eligible bargaining unit employees would have otherwise received in Fiscal Year 2012 in accordance with this Article 55 shall be granted to eligible bargaining unit employees during the pay period beginning June 14, 2015. The FY 2013 increment that eligible bargaining unit employees would have received in Fiscal Year 2013 but which the County Council elected to not fund for that year, and which has been postponed in subsequent collective bargaining agreements, shall [continue to be postponed through FY 2022] be fully funded and implemented the pay period beginning July 2, 2023. However, no bargaining unit employee shall lose service credit for purposes of progression within the uniform pay plan.

Effective July 1, 2020, eligible bargaining unit employees shall receive an annual service increment on their anniversary date as described in this Article.²⁹

FOOTNOTE 29: Per actions on April 30, 2020, May 5, 2020, and May 13, 2020, the County Council did not approve funding for this provision. *See* Appendix IX.

* * *

[SECTION 57.7 - MAINTENANCE OF ECC CERTIFICATION

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

The remaining sections of Article 57 shall be renumbered appropriately.

* * *

SECTION 57.9 - PARAMEDICS ASSIGNED TO ECC

Paramedics assigned to the ECC will be detailed [once a month to a medic unit] as necessary to complete any requirements established by the Medical Director. [in order to maintain their skills and certifications.]

NOTE: Pursuant to Tentative Agreement eliminating Section 57.7, this sub-section will be renumbered.

* * *

SECTION 61.2 - MEDICAL INQUIRIES & SYSTEM PERFORMANCE INQUIRES INVOLVING BARGAINING UNIT MEMBERS

A. Any bargaining unit employee who is the subject [asked to provide a written statement related to] an [EMS complaint or QA] inquiry involving any of the following: (a) prohibited conduct as defined by COMAR 30.02.04; (b) a potential danger to the public; or (c) circumstances that caused significant worsening of patient's condition or death [that requires the completion of an EMS Incident Referral Control Sheet] shall be notified of the following: (1) the related dates and [event]-incident number(s) if applicable [of the incident in question;] and (2) the [general] nature of the complaint [and any specific concerns to be addressed in the statement]. Any EMS clinician whose MCFRS credentials are modified by the

MCFRS Medical Director shall be notified before that change is made public.

* * *

Side Letter – Development of Pilot Program for Hours of Work for Personnel Assigned to Fire & Explosive Investigations (FEI)

[ON MCFRS LETTERHEAD]

[DATE]

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

Dear President Buddle,

As part of the negotiations between Montgomery County Government (the Employer) and the Montgomery County Career Firefighters Association IAFF Local 1664 (the Union) over a successor collective bargaining agreement, the parties agree to continue the discussion pertaining to a change in the work schedule for personnel assigned to Fire and Explosive Investigations (FEI).

The current work group shall continue to meet with the goal of developing a pilot program that satisfies both parties' needs for effectiveness and efficiency, to include increasing capacity during conventional daywork hours. Pilot program development shall continue until September 1, 2022. During the pilot development period, the current 2/2/4 schedule shall remain in place.

On or about July 1, 2022, the parties will notify the next arbitrator on their Section 38.5(A) panel of the dispute. If the parties are unable to reach an agreement on the pilot program by September 1, 2022, the matter will be declared at impasse, triggering relevant provisions of Montgomery County Code § 33-153 with the following modifications. The impasse will be resolved by the identified arbitrator in an expedited fashion. The hearing will be conducted as soon as possible after September 1, 2022, and will be informal in nature. There will be no briefs and no official transcripts (except on the arbitrator's request), and the arbitrator will issue a decision as soon as possible, but not later than October 1, 2022, unless otherwise agreed between the Parties. Any resulting pilot program will commence on January 1, 2023 and last at least one calendar year.

Sixty (60) days prior to the end of the pilot period, the Employer, Union, and bargaining unit personnel shall meet to review the pilot and create a summary document with recommendations. Not less than thirty (30) days prior to the end of the pilot period, both sides shall present their findings to the Fire Chief and Union

President. If both of the parties agree the pilot was successful in meeting the goals stated above, the parties will consider the implementation of such a schedule to commence upon mutual agreement of the parties, but not later than January 1, 2024. Should the parties not agree, the pilot program will cease, and the schedule in effect on December 31, 2022 would resume.

Sincerely,

Scott Goldstein
Fire Chief

* * *

Side Letter – Location of Bargaining Unit Employee Examinations or Interviews

Jeffrey Buddle, President
Montgomery County Career Fire Fighters Association International Association of
Fire Fighters – Local 1664 932 Hungerford Drive, Suite 33A
Rockville, Maryland 20850

Re: Location of Bargaining Unit Employee Examinations or Interviews

President Buddle,

The Employer agrees, pursuant to Section 30.5 of the Collective Bargaining Agreement, that the Union and Office of Investigative Programs will identify a list of alternate mutually acceptable locations for bargaining unit employee examinations and interviews.

Sincerely,

Scott Goldstein
Fire Chief
Montgomery County Fire and Rescue Service

* * *

Side Letter – Reassignment of Service Increment Dates

Jeffrey Buddle, President
Montgomery County Career Fire Fighters Association
International Association of Fire Fighters – Local 1664
932 Hungerford Drive, Suite 33A
Rockville, Maryland 20850

Re: Reassignment of Service Increment Dates

President Buddle,

The parties shall work together to jointly identify which employees whose service increment dates were previously reassigned are entitled to have their service increment date reassigned pursuant to the new amendments to Sections 12.8, 55.5, and 55.6. Should any other bargaining unit employee claim they are entitled to a reassigned service increment date, the Parties shall address the claims on a case-by- case basis.

Sincerely,


Scott Goldstein
Fire Chief
Montgomery County Fire and Rescue Service

* * *

IN WITNESS, WHEREOF, the parties hereto have caused their names to be subscribed hereto by their duly authorized officers and representatives as of the dates indicated below

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

Montgomery County Government
Montgomery County, Maryland



Jeffrey Buddle Date
President



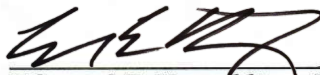
Marc Elrich Date
County Executive

Scott Goldstein Date
Fire Chief



Jennifer Harling, Esq. Date
Chief Labor Relations Officer

Approved for form and legality by:



Edward E. Haenftling, Jr. Date
Associate County Attorney

Summary of Proposed Labor Agreement with MCVFRA Effective FY 2021

| 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 | Union Membership | Aligns CBA language with the Supreme Court's decision in JANUS and provides annual reports to the Union re: employees on probationary status | no | no | no | no | |
| 2 | 2.2 | Dues Check Off | Aligns CBA language with the Supreme Court's decision in JANUS- union notifies employer of change in BU membership status | no | no | no | no | |
| 3 | 2.3 | Union Business | Provides administrative leave for two full time union positions. Reduces (from 3 to 2) the number of hours collected from dues paying members for union business use | no | no | no | no | |
| 4 | 2.9 | Access to Fire/Rescue Operations Information | Shares applicable policies, rules, regulations and 3rd party agreements affecting BU worksites | no | no | no | no | |
| 5 | 6.3 | Annual Leave | Change in shift picks to make equitable throughout department | no | no | no | no | |
| 6 | 6.14 (B) | Casual Leave Procedure | Encourages BU members to access online schedule before contacting scheduler | no | no | no | no | |
| 7 | 6.14(E) [NEW] | Casual Leave Procedure | Requires County to maintain an online leave calendar for staff | no | no | no | no | |
| 8 | 6.14 (F) | Casual Leave Procedure | Requires leave system to provide an outbound notification to employee when leave approved | no | no | no | no | |
| 9 | 9 | Administrative Leave for Military Training | Allows employees to use 120 hours of military leave at any time within a calendar year for mandatory training and drills | no | no | no | no | |
| 10 | 12.8 | Reassignment of Service Increment during Suspension | Suspension will no longer result in change to service increment date | no | no | no | no | |
| 11 | 13.3 [NEW] | Working out of Class | Sets forth eligibility criteria for working out of class pay and lowers threshold to 280 hours in a 6 month period for LTs and MFFs. Obligates County to process payment within 45 days of request | no | yes | no | no | Cost indeterminate |
| 12 | 14.1 | Overtime Policy | Sets forth who qualifies for overtime and when | no | yes | no | no | |
| 13 | 16 | Holidays | Includes Juneteenth holiday if approved by Council and changed Columbus Day to Indigenous People Day | no | no | no | no | |
| 14 | 19.1 | General Wage Adjustment | Provides a 4% GWA in October 2022, a 1% GWA in Jan 2023, resolves unfunded FY 11 step adjustment and FY 17 GWA of 1% | yes | yes | no | no | See Fiscal Impact Statement |
| 15 | 19.2 | Salary Schedule | Adds a longevity step at year 17 | yes | yes | no | no | See Fiscal Impact Statement |

Summary of Proposed Labor Agreement with MCVFRA Effective FY 2021

| No. | Article | Subject | Summary of Change | Requires Appropriation of funds | Present or Future Fiscal Impact | Requires Legislative Change | Requires Regulation Change | Notes |
|-----|---------|---|--|---------------------------------|---------------------------------|-----------------------------|----------------------------|-----------------------------|
| 16 | 19.4 | Overpayments/Underpayments to Employees | County must provide Union a copy of notice to employee of overpayment/underpayment. Eliminates reference to retirement contributions to offset debt. | no | no | no | no | |
| 17 | 20.9 | Prescription Drug Plan | Eliminates high option plan | no | no | no | no | |
| 18 | 20.11 | Line of Duty Death Benefit | Increases upfront funds available for funeral expenses. Does not change total amount available. | no | no | no | no | |
| 19 | 22 | Prevailing Rights | Requires County to provide COVID-19 and Boosters at no cost to employees | no | no | no | no | |
| 20 | 22.Q | Prevailing Rights | Spelling conformity | no | no | no | no | |
| 21 | 22.2 | Notice and Opportunity to Submit Comments | Adds reference to Union 3rd Vice President | no | no | no | no | |
| 22 | 29.6 | Class schedule for Promotions | Removes reference to irrelevant classes | no | no | no | no | |
| 23 | 30.5 | IAD Interviews | Requires the Employer to take reasonable and prudent steps to protect employee identity regarding interview/examination | no | no | no | no | |
| 24 | 35.9 | Mold Remediation | Requires mold inspection with annual safety inspection and a copy of the report to go to Joint Health and Safety Committee | no | no | no | o | |
| 25 | 41 | Printing of Contract | Reduces number of printed copies from 300 to 1 per worksite and requires CBA to be published online 15 days prior to July 1. | no | no | no | no | |
| 26 | 50.1 | two year agreement | Two year agreement (2022-2024) with 2023 reopener on wages, pension, and other post-employment benefits by Sept 1st | no | no | no | no | |
| 27 | 51 | Pensions | Requires County to submit legislation that will credit up to 24 months prior military service | yes | yes | yes | no | See Fiscal Impact Statement |
| 28 | 53.2 | Notice of Resignation | Sets forth process for providing/receiving an oral resignation | no | no | no | no | |
| 29 | 55.5 | Increment date | Limits reassignment of service increment date to 28 consecutive days in LWOP status | no | no | no | no | |
| 30 | 55.6 | Delay of Service increment | After being delayed for unsatisfactory performance or LWOP, County must grant next service increment date if performance/LWOP resolved. | no | no | no | no | |
| 31 | 55.8 | Postponement of Service Increments | Resolves/funds FY13 increment previously postponed | yes | yes | no | no | FY24 impact |
| 32 | 55.9 | Postponement of Service Increments | Resolves previously postponed increments here performance/LWOP no longer a problem | no | yes | no | no | Cost indeterminate |

Summary of Proposed Labor Agreement with MCVFRA Effective FY 2021

| No. | Article | Subject | Summary of Change | Requires Appropriation of funds | Present or Future Fiscal Impact | Requires Legislative Change | Requires Regulation Change | Notes |
|-----|--------------------------|---|---|---------------------------------|---------------------------------|-----------------------------|----------------------------|--------------------|
| 33 | 57.7 [REMOVED] | Maintenance of ECC certification | REMOVED -certification no longer applicable | no | no | no | no | |
| 34 | 57.9 | Paramedics Assigned to ECC | Removes monthly detailing requirement for paramedics unless established by medical director | no | no | no | no | |
| 35 | 61.2 | Medical Inquiries | Requires notice to employees of inquiries and before a change in credentials | no | no | no | no | |
| 36 | Side Letter | FEI | Pilot Program that evaluates schedule change for FEI | no | no | no | no | |
| 37 | Side Letter | Location of IAD Investigations | Parties will identify mutually acceptable locations for conducting investigations | no | no | no | no | |
| 38 | Side Letter | Reassignment of Service Increment Dates | Parties will work to identify employees whose increment dates should be reassigned going forward per 55.6 | no | yes | no | no | Cost indeterminate |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |

**MONTGOMERY COUNTY GOVERNMENT
FIRE/RESCUE BARGAINING UNIT SALARY SCHEDULE
FISCAL YEAR 2023
EFFECTIVE JULY 3, 2022
17-YEAR LONGEVITY: EFFECTIVE JULY 3, 2022**

| GRADE | F1 FIRE FIGHTER RESCUER I | F2 FIRE FIGHTER RESCUER II | F3 FIRE FIGHTER RESCUER III | F4 MASTER FIRE FIGHTER RESCUER | B1 FIRE/RESCUE LIEUTENANT | B2 FIRE/RESCUE CAPTAIN |
|--------------------------------|---------------------------------|----------------------------------|-----------------------------------|---|---------------------------------|------------------------------|
| A | \$49,677 | \$52,163 | \$54,770 | \$60,247 | \$66,277 | \$74,736 |
| B | \$51,416 | \$53,987 | \$56,688 | \$62,356 | \$68,597 | \$77,353 |
| C | \$53,216 | \$55,878 | \$58,672 | \$64,540 | \$70,999 | \$80,060 |
| D | \$55,080 | \$57,834 | \$60,727 | \$66,799 | \$73,485 | \$82,864 |
| E | \$57,007 | \$59,860 | \$62,852 | \$69,137 | \$76,057 | \$85,764 |
| F | \$59,003 | \$61,955 | \$65,052 | \$71,558 | \$78,718 | \$88,767 |
| G | \$61,069 | \$64,122 | \$67,329 | \$74,063 | \$81,475 | \$91,874 |
| H | \$63,207 | \$66,368 | \$69,688 | \$76,655 | \$84,327 | \$95,089 |
| I | \$65,420 | \$68,692 | \$72,128 | \$79,339 | \$87,278 | \$98,417 |
| J | \$67,711 | \$71,096 | \$74,651 | \$82,114 | \$90,334 | \$101,863 |
| K | \$70,080 | \$73,586 | \$77,265 | \$84,990 | \$93,497 | \$105,430 |
| L | \$72,533 | \$76,161 | \$79,969 | \$87,965 | \$96,771 | \$109,119 |
| M | \$75,072 | \$78,826 | \$82,769 | \$91,042 | \$100,159 | \$112,940 |
| N | \$77,700 | \$81,586 | \$85,667 | \$94,230 | \$103,665 | \$116,893 |
| O | \$80,420 | \$84,444 | \$88,666 | \$97,529 | \$107,293 | \$120,985 |
| 17 YEAR LONGEVITY (3.5%) | \$83,235 | \$87,399 | \$91,770 | \$100,943 | \$111,048 | \$125,219 |
| 20 YEAR LONGEVITY (3.5%) | \$86,148 | \$90,458 | \$94,982 | \$104,476 | \$114,935 | \$129,602 |
| 24 YEAR LONGEVITY (3.5%) | \$89,163 | \$93,624 | \$98,306 | \$108,132 | \$118,957 | \$134,138 |

FY23 Notes:
1) No retroactive pay for newly added 17-year longevity

**MONTGOMERY COUNTY GOVERNMENT
FIRE/RESCUE BARGAINING UNIT SALARY SCHEDULE
FISCAL YEAR 2023
EFFECTIVE OCTOBER 9, 2022
GWA: 4.0% INCREASE**

| GRADE | F1 FIRE FIGHTER RESCUER I | F2 FIRE FIGHTER RESCUER II | F3 FIRE FIGHTER RESCUER III | F4 MASTER FIRE FIGHTER RESCUER | B1 FIRE/RESCUE LIEUTENANT | B2 FIRE/RESCUE CAPTAIN |
|--------------------------------|---------------------------------|----------------------------------|-----------------------------------|---|---------------------------------|------------------------------|
| A | \$51,664 | \$54,250 | \$56,961 | \$62,657 | \$68,928 | \$77,725 |
| B | \$53,473 | \$56,146 | \$58,956 | \$64,850 | \$71,341 | \$80,447 |
| C | \$55,345 | \$58,113 | \$61,019 | \$67,122 | \$73,839 | \$83,262 |
| D | \$57,283 | \$60,147 | \$63,156 | \$69,471 | \$76,424 | \$86,179 |
| E | \$59,287 | \$62,254 | \$65,366 | \$71,902 | \$79,099 | \$89,195 |
| F | \$61,363 | \$64,433 | \$67,654 | \$74,420 | \$81,867 | \$92,318 |
| G | \$63,512 | \$66,687 | \$70,022 | \$77,026 | \$84,734 | \$95,549 |
| H | \$65,735 | \$69,023 | \$72,476 | \$79,721 | \$87,700 | \$98,893 |
| I | \$68,037 | \$71,440 | \$75,013 | \$82,513 | \$90,769 | \$102,354 |
| J | \$70,419 | \$73,940 | \$77,637 | \$85,399 | \$93,947 | \$105,938 |
| K | \$72,883 | \$76,529 | \$80,356 | \$88,390 | \$97,237 | \$109,647 |
| L | \$75,434 | \$79,207 | \$83,168 | \$91,484 | \$100,642 | \$113,484 |
| M | \$78,075 | \$81,979 | \$86,080 | \$94,684 | \$104,165 | \$117,458 |
| N | \$80,808 | \$84,849 | \$89,094 | \$97,999 | \$107,812 | \$121,569 |
| O | \$83,637 | \$87,822 | \$92,213 | \$101,430 | \$111,585 | \$125,824 |
| 17 YEAR LONGEVITY (3.5%) | \$86,564 | \$90,895 | \$95,441 | \$104,981 | \$115,490 | \$130,228 |
| 20 YEAR LONGEVITY (3.5%) | \$89,594 | \$94,076 | \$98,781 | \$108,655 | \$119,532 | \$134,786 |
| 24 YEAR LONGEVITY (3.5%) | \$92,730 | \$97,369 | \$102,238 | \$112,457 | \$123,715 | \$139,504 |

**MONTGOMERY COUNTY GOVERNMENT
FIRE/RESCUE BARGAINING UNIT SALARY SCHEDULE
FISCAL YEAR 2023
EFFECTIVE JANUARY 1, 2023
GWA: 1.0% INCREASE**

| GRADE | F1 FIRE FIGHTER RESCUER I | F2 FIRE FIGHTER RESCUER II | F3 FIRE FIGHTER RESCUER III | F4 MASTER FIRE FIGHTER RESCUER | B1 FIRE/RESCUE LIEUTENANT | B2 FIRE/RESCUE CAPTAIN |
|--------------------------------|---------------------------------|----------------------------------|-----------------------------------|---|---------------------------------|------------------------------|
| A | \$52,181 | \$54,792 | \$57,530 | \$63,283 | \$69,617 | \$78,503 |
| B | \$54,007 | \$56,708 | \$59,545 | \$65,499 | \$72,054 | \$81,252 |
| C | \$55,898 | \$58,694 | \$61,629 | \$67,393 | \$74,577 | \$84,095 |
| D | \$57,856 | \$60,749 | \$63,788 | \$70,166 | \$77,189 | \$87,040 |
| E | \$59,880 | \$62,877 | \$66,020 | \$72,622 | \$79,890 | \$90,087 |
| F | \$61,977 | \$65,078 | \$68,331 | \$75,165 | \$82,685 | \$93,241 |
| G | \$64,147 | \$67,354 | \$70,722 | \$77,796 | \$85,581 | \$96,504 |
| H | \$66,393 | \$69,713 | \$73,200 | \$80,518 | \$88,577 | \$99,881 |
| I | \$68,717 | \$72,154 | \$75,763 | \$83,338 | \$91,677 | \$103,377 |
| J | \$71,124 | \$74,679 | \$78,413 | \$86,253 | \$94,887 | \$106,997 |
| K | \$73,612 | \$77,295 | \$81,159 | \$89,273 | \$98,209 | \$110,744 |
| L | \$76,189 | \$80,000 | \$83,999 | \$92,398 | \$101,648 | \$114,619 |
| M | \$78,856 | \$82,799 | \$86,941 | \$95,631 | \$105,207 | \$118,632 |
| N | \$81,616 | \$85,698 | \$89,985 | \$98,979 | \$108,890 | \$122,784 |
| O | \$84,473 | \$88,700 | \$93,135 | \$102,444 | \$112,701 | \$127,083 |
| 17 YEAR LONGEVITY (3.5%) | \$87,430 | \$91,804 | \$96,395 | \$106,031 | \$116,645 | \$131,530 |
| 20 YEAR LONGEVITY (3.5%) | \$90,490 | \$95,017 | \$99,769 | \$109,742 | \$120,728 | \$136,134 |
| 24 YEAR LONGEVITY (3.5%) | \$93,657 | \$98,343 | \$103,261 | \$113,582 | \$124,952 | \$140,899 |

Resolution No.: _____

Introduced: _____

Adopted: _____

**COUNTY COUNCIL
FOR MONTGOMERY COUNTY, MARYLAND**

Lead Sponsor: Government Operations Committee

SUBJECT: Collective Bargaining Agreement with Fraternal Order of Police – Fiscal Year 2023

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, 2022, the County Executive submitted to the Council amendments to the collective bargaining agreement (the “Agreement”) between the County government and Fraternal Order of Police for the year July 1, 2020 through June 30, 2023.
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 FY22.
5. The County Council 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 or to extend the time to do so.

Action

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

- A. For FY2023, the County Council intends to **approve/reject** the following provisions of the Agreement, which require FY2023 appropriations:
1. *Field training differential.* The Agreement requires an increase in the field training differential from \$3.50 an hour to \$6.00 for eligible employees. The anticipated fiscal impact of this provision for FY2023 is \$59,092.
 2. *General wage adjustment.* The Agreement requires a 3.5% GWA and 3.0% GWA in July 2022 and January 2023, respectively. The anticipated fiscal impact of the wage adjustments is \$5,834,029 in FY2023 over FY2022.
 3. *Service Increments.* The Agreement requires 3.5% service increments for eligible members. The anticipated FY23 fiscal impact of the increments is \$1,000,025 over FY2022.
 4. *Longevity adjustments.* The Agreement requires adjustments for longevity steps for eligible members at 15, 17, and 20 years of service. The anticipated fiscal impact of these adjustments on FY2023 expenditures over FY2022 expenditures is \$2,591,421.
 5. *Salary schedule adjustment.* The Agreement requires a 3.5% salary increase for certain employees, with an anticipated fiscal impact of \$1,493,033 for FY2023.
 6. *Longevity step increase.* The Agreement requires a longevity step increase of 3.5% for eligible employees. The anticipated fiscal impact of this provision for FY2023 is \$285,565.
- B. For FY2023, the County Council intends to **approve** any provision of the Agreement:
1. that the Council approved for a prior fiscal year; and
 2. for which the Executive has not identified an increased fiscal impact for FY2023 over FY2022.
- C. For FY23, the County Council intends to **reject** the provision of the Agreement that would increase the County share of non-HMO group insurance premiums from 75% to 80%. The Council intends to approve the group insurance cost share as currently adopted for FY2022.

This is a correct copy of Council action.

Judy Rupp, Clerk of the Council




OFFICE OF THE COUNTY EXECUTIVE

Marc Elrich
County Executive

MEMORANDUM

April 1, 2022

TO: Gabe Albornoz, President
Montgomery County Council

FROM: Marc Elrich, County Executive 

SUBJECT: Memorandum of Agreement between the County and Fraternal Order of Police (FOP)

I have attached for review the Memorandum of Agreement resulting from the recent negotiations between the Montgomery County Government and the Fraternal Order of Police, Montgomery County Lodge 35, Inc. This agreement is the product of a settlement reached from negotiations and reflects the changes to the existing Collective Bargaining Agreement effective July 1, 2020, through June 30, 2023. Specifically, it reflects changes made to Article 5(B), which addresses the Field Training Officer differential, Article 28(A), which addresses service increments, and article 28(H), which addresses longevity. It also makes changes in Article 36(A) addressing a salary adjustment increase and provides for a general wage adjustment.

I have also attached a summary of the agreed upon items and a copy of the fiscal impact statement referenced in the Workforce/Compensation chapter of my budget to assist in the Council's review of the document. The items will take effect for the first time in FY2023 and have a fiscal impact in FY2023.

Enclosures

cc: Richard S. Madaleno, Chief Administrative Officer
Berke Attila, Director, Office of Human Resources
Jennifer Bryant, Director, Office of Management and Budget
Jennifer Harling, Chief Labor Relations Officer
John Markovs, Acting County Attorney, Office of the County Attorney

Summary of Proposed Labor Agreement with FOP Effective FY23

| No. | Article | Subject | Summary of Change | Requires Appropriation of funds | Present or Future Fiscal Impact | Requires Legislative Change | Requires Regulation Change | Notes |
|-----|---------|--------------------|---|---------------------------------|---------------------------------|-----------------------------|----------------------------|------------------------------|
| 1 | 5 (B) | Tech Pay | Increases the Field Training Officer differential from \$3.50 to \$6.00. | Yes | Yes | No | No | See Fiscal Impact Statement. |
| 2 | 28 (A) | Service Increments | Removes the reference to the FY 11, FY 12 and FY 13 service increments which were not funded previously. | No | No | No | No | See Fiscal Impact Statement. |
| 3 | 28 (H) | Longevity | Implements a third longevity step at the beginning of year 16 equal to 3.5% effective July 3, 2022. The year 17 longevity step will be moved to year 18 and become the year 18 longevity step. | Yes | Yes | No | No | See Fiscal Impact Statement. |
| 4 | 36 (A) | Wages | Implements a salary schedule adjustment increase of 3.5% at year 0 effective the first pay period beginning July 3, 2022. Implements a General Wage Adjustment (GWA) of 3.5% effective the first pay period beginning July 3, 2022 and a GWA of 3.5% effective the first pay period beginning January 1, 2023. | Yes | Yes | No | No | See Fiscal Impact Statement. |

**Fraternal Order of Police County Lodge 35, Inc.
Fiscal Impact Summary***

| <u>Article</u> | <u>Item</u> | <u>Description</u> | <u>FY23</u> | <u>Annual Cost Beyond FY23</u> | <u>Estimated # affected***</u> |
|----------------|--------------------|---|---------------------|------------------------------------|------------------------------------|
| 5 | Tech Pay | Increase Field Training Differential from \$3.50 per hour to \$6.00 per hour for Eligible Employees | \$59,092 | \$64,324 | -- |
| 28 | Service Increments | Service Increment of 3.5 Percent for Eligible Employees | \$1,000,025 | \$1,482,665 | 561 |
| 28 | Longevity | Longevity Step Increase of 3.5 Percent for Eligible Employees | \$285,565 | \$487,125 | 117 |
| 28 | Longevity | Adjustment of Longevity Steps to after 15, 17, and 20 | \$2,591,421 | \$2,841,990 | 623 |
| 36 | Wages | Salary Schedule Adjustment of 3.5 Percent for Eligible Employees | \$1,493,033 | \$1,595,900 | 531 |
| 36 | Wages | 3.5 and 3.0 Percent General Wage Adjustment in July 2022 and January 2023, respectively | \$5,834,029 | \$7,687,515 | 1,193 |
| Total | | | \$11,263,166 | \$14,159,518 | 1,193 |

**MONTGOMERY COUNTY GOVERNMENT
POLICE BARGAINING UNIT UNIFORM SALARY SCHEDULE
FISCAL YEAR 2023
EFFECTIVE JULY 3, 2022
GWA: 3.5% INCREASE
15-YEAR LONGEVITY**

| STEP | YEAR | PO I (P1*, P2*) | PO II (P3*) | PO III (P4*) | MPO (P5*) | SGT (A1*) |
|---|------------|-----------------|-------------|--------------|-----------|-----------|
| 0 | 1 | \$58,510 | \$61,437 | \$64,509 | \$67,735 | \$74,510 |
| 1 | 2 | \$60,560 | \$63,589 | \$66,768 | \$70,106 | \$77,117 |
| 2 | 3 | \$62,680 | \$65,813 | \$69,107 | \$72,563 | \$79,817 |
| 3 | 4 | \$64,872 | \$68,117 | \$71,525 | \$75,100 | \$82,610 |
| 4 | 5 | \$67,143 | \$70,502 | \$74,028 | \$77,731 | \$85,504 |
| 5 | 6 | \$69,497 | \$72,972 | \$76,622 | \$80,452 | \$88,496 |
| 6 | 7 | \$71,930 | \$75,526 | \$79,303 | \$83,268 | \$91,595 |
| 7 | 8 | \$74,447 | \$78,168 | \$82,077 | \$86,183 | \$94,800 |
| 8 | 9 | \$77,053 | \$80,905 | \$84,953 | \$89,199 | \$98,119 |
| 9 | 10 | \$79,749 | \$83,738 | \$87,925 | \$92,322 | \$101,554 |
| 10 | 11 | \$82,541 | \$86,670 | \$91,005 | \$95,555 | \$105,109 |
| 11 | 12 | \$85,433 | \$89,703 | \$94,190 | \$98,900 | \$108,787 |
| 12 | 13 | \$88,422 | \$92,841 | \$97,487 | \$102,361 | \$112,595 |
| 13 | 14 | \$91,519 | \$96,094 | \$100,900 | \$105,945 | \$116,536 |
| 15 YEAR LONGEVITY (3.5%) | 16+ | \$94,722 | \$99,457 | \$104,432 | \$109,653 | \$120,615 |
| 17 YEAR LONGEVITY (3.5%) | 18+ | \$98,037 | \$102,938 | \$108,087 | \$113,491 | \$124,836 |
| 20 YEAR LONGEVITY (3.5%) | 21+ | \$101,469 | \$106,541 | \$111,870 | \$117,463 | \$129,206 |

* Class Plan Designation

**MONTGOMERY COUNTY GOVERNMENT
POLICE BARGAINING UNIT UNIFORM SALARY SCHEDULE
FISCAL YEAR 2023
EFFECTIVE JANUARY 1, 2023
GWA: 3.0% INCREASE**

| STEP | YEAR | PO I (P1*, P2*) | PO II (P3*) | PO III (P4*) | MPO (P5*) | SGT (A1*) |
|---|------------|-----------------|-------------|--------------|-----------|-----------|
| 0 | 1 | \$60,265 | \$63,280 | \$66,444 | \$69,767 | \$76,745 |
| 1 | 2 | \$62,377 | \$65,497 | \$68,771 | \$72,209 | \$79,431 |
| 2 | 3 | \$64,560 | \$67,787 | \$71,180 | \$74,740 | \$82,212 |
| 3 | 4 | \$66,818 | \$70,161 | \$73,671 | \$77,353 | \$85,088 |
| 4 | 5 | \$69,157 | \$72,617 | \$76,249 | \$80,063 | \$88,069 |
| 5 | 6 | \$71,582 | \$75,161 | \$78,921 | \$82,866 | \$91,151 |
| 6 | 7 | \$74,088 | \$77,792 | \$81,682 | \$85,766 | \$94,343 |
| 7 | 8 | \$76,680 | \$80,513 | \$84,539 | \$88,768 | \$97,644 |
| 8 | 9 | \$79,365 | \$83,332 | \$87,502 | \$91,875 | \$101,063 |
| 9 | 10 | \$82,141 | \$86,250 | \$90,563 | \$95,092 | \$104,601 |
| 10 | 11 | \$85,017 | \$89,270 | \$93,735 | \$98,422 | \$108,262 |
| 11 | 12 | \$87,996 | \$92,394 | \$97,016 | \$101,867 | \$112,051 |
| 12 | 13 | \$91,075 | \$95,626 | \$100,412 | \$105,432 | \$115,973 |
| 13 | 14 | \$94,265 | \$98,977 | \$103,927 | \$109,123 | \$120,032 |
| 15 YEAR LONGEVITY (3.5%) | 16+ | \$97,564 | \$102,441 | \$107,564 | \$112,943 | \$124,233 |
| 17 YEAR LONGEVITY (3.5%) | 18+ | \$100,979 | \$106,026 | \$111,329 | \$116,896 | \$128,581 |
| 20 YEAR LONGEVITY (3.5%) | 21+ | \$104,513 | \$109,737 | \$115,226 | \$120,987 | \$133,082 |

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

The Montgomery County Government (Employer) and the Fraternal Order of Police, Montgomery County Lodge 35, Inc. (Union), conducted negotiations pursuant to Section 33-75, et sq., of the Montgomery County Code for the reopener of Article 36 of the Collective Bargaining Agreement for the term July 1, 2020 through June 30, 2023. As a result of those negotiations, the Employer and the 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> |

The parties agree to amend the contract as follows:

Article 5
Tech Pay

Section B. FTO Pay.

1. Employees, other than MPOs, who are assigned Field Training Officer responsibilities, shall receive an FTO differential of [~~\$3.50~~] \$6.00 per hour for each hour worked while training.

Article 28
Service Increments

Section A. Service Increments.

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 FY 11, FY 12 and FY 13 service increments were not funded by the Montgomery County Council. For the term of this agreement the FY13 service increments shall continue to be deferred.]

Section H. Longevity.

Effective July 3, 2022, a third longevity step will be added at the beginning of year 16 (after 15 years of completed service) equal to a three and one-half percent increase; the year seventeen longevity step will be moved to year eighteen and become the year eighteen longevity step on the pay plan and paid at the beginning of year 18 (after 17 years of completed service) and will be equal to three and one-half percent increase. Each unit member who has completed at least 15 years of service prior to July 1, 2022 shall receive a three and one-half percent increase to their base pay effective the first full pay period on or after July 1, 2022.

Article 36
Wages

Section A. Wages.

Effective the first full pay period beginning July 3, 2022, the salary schedule shall be increased by adding 3.5% at Step 0, Year 1 with increments and promotions for all other steps and pay grades calculated from the new Step 0, Year 1 base. Increments and longevity shall continue to be calculated as required by Article 28. The percentage increase upon promotion shall continue (up to the maximum for each rank) to be: 5% between PO I and PO II; 5% between PO II and PO III; 5% between PO III and Master Police Officer; 10% between Master Police Officer and Sergeant; and subject to Section D, *infra*, 5% between POC and PO I. Step 14, Year 15 shall be removed from the salary schedule.

The salary schedule adjustment of 3.5%, effective the first full pay period beginning July 3, 2022, shall resolve deferred service increment for each unit member whose service increment was deferred during FY 2013.

Effective the pay period beginning July 3, 2022, each unit member shall receive a general wage adjustment of three and one-half percent (3.5%). Effective the pay period beginning January 1, 2023, each unit member shall receive a general wage adjustment of three percent (3.0%).

IN WITNESS, WHEREOF, the parties hereto have caused their names to be subscribed hereto by their duly authorized officers and representatives as of the dates indicated below.

Fraternal Order of Police
Montgomery County Lodge 35

Montgomery County Government
Montgomery County, Maryland



Lee Holland
President

3/28/2022

Date



Marc Elrich
County Executive

4/1/2022

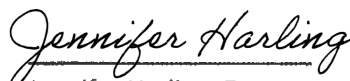
Date



Torrie Cooke
Chief Negotiator

3-28-2022

Date



Jennifer Harling, Esq.
Chief Labor Relations Officer

3/30/2022

Date



Marcus G. Jones
Chief of Police

3/28/2022

Date

Approved for form and legality by:



Edward E. Haenftling, Jr.
Associate County Attorney

3/30/2022

Date

FY23 COUNCIL DECISION CHART FOR COLLECTIVE BARGAINING AGREEMENTS

General Wage Adjustments

| | Provision | Agreement | FY23 Fiscal Impact | Annual Cost Beyond FY23 | Council Decision |
|-----|------------------------------|--|--------------------|-------------------------|------------------|
| 1A1 | MCGEO GWA | \$4,333 increase in base pay on last pay period in June 2023 | \$1,038,608 | \$27,003,808 | |
| 1A2 | MCGEO GWA Seasonal Employees | \$1.00 wage adjustment in FY23, \$0.50 of which is applicable the first full pay period of FY23, and \$0.50 of which is applicable the last full pay period of FY23. | \$92,723 | \$178,576 | |
| 1B | FOP GWA | 3.5% GWA and 3.0% GWA in July 2022 and January 2023, respectively | \$5,834,029 | \$7,687,515 | |
| 1C | IAFF GWA | 4% general wage adjustment effective the pay period beginning October 9, 2022; and 1% general wage adjustment effective the pay period beginning on January 1, 2023. | \$3,815,894 | \$5,886,191 | |

Service Increments

| | Provision | Agreement | FY23 Fiscal Impact | Annual Cost Beyond FY23 | Council Decision |
|-----|---------------------------------------|--|--------------------|-------------------------|------------------|
| 2A1 | MCGEO FY23 Service Increments | 3.5% - anniversary | \$4,212,458 | \$8,007,342 | |
| 2A2 | MCGEO Deferred FY11 Service Increment | 1.25% | \$593,688 | \$593,688 | |
| 2A3 | MCGEO Lump Sum | \$600 if at top of grade | \$1,055,791 | \$0 | |
| 2B1 | FOP FY23 Service Increments | 3.5% service increments for eligible members | \$1,000,025 | \$1,482,665 | |
| 2B2 | FOP Salary Schedule | Salary schedule adjustments, including 3.5% salary increase for certain employees | \$1,493,033 | \$1,595,900 | |
| 2C | IAFF FY23 Service Increments | 3.5% service increment for all eligible bargaining unit members on their anniversary date. The fiscal impact for FY23 is \$900,712 | \$900,712 | \$1,665,475 | |

Longevity Increments

| | Provision | Agreement | FY23 Fiscal Impact | Annual Cost Beyond FY23 | Council Decision |
|----|--|---|--------------------|-------------------------|------------------|
| 3A | MCGEO Longevity Increments of 2.5%, 3% or 3.5% | longevity step increment of 2.5%, 3%, or 3.5% for eligible bargaining unit members | \$336,996 | \$721,194 | |
| 3B | FOP Longevity Increments | Adjustments for longevity steps for eligible members at 15, 17, and 20 years of service; step increase of 3.5% for eligible employees | \$2,876,986 | \$3,329,115 | |
| 3C | IAFF Longevity Increments | Adjustments to longevity steps; 3.5% increase for certain employees | \$1,854,002 | \$2,398,023 | |

Tuition Assistance

| | Provision | Agreement | FY23 Fiscal Impact | Annual Cost Beyond FY23 | Council Decision |
|----|--------------------------|---------------------------------|----------------------|-------------------------|------------------|
| 4A | MCGEO Tuition Assistance | \$2,300 per individual for FY23 | No new fiscal impact | | |
| 4B | FOP Tuition Assistance | Same as FY22 | No new fiscal impact | | |
| 4C | IAFF Tuition Assistance | Same as FY22 | No new fiscal impact | | |

Group Insurance Benefits / Other Benefits

| | Provision | Agreement | Council Decision | FY23 Fiscal Impact | Council Decision |
|-----|-----------------------------|---|-----------------------|---|------------------|
| 5A | MCGEO Group Insurance | 80% County share | (rejected since FY11) | Total MCGEO, FOP and IAFF Cost: \$6.3 million | |
| 5B | FOP Group Insurance | 80% County share | (rejected since FY11) | Total MCGEO, FOP and IAFF Cost: \$6.3 million | |
| 5C | IAFF Group Insurance | 80% County share | (rejected since FY11) | Total MCGEO, FOP and IAFF Cost: \$6.3 million | |
| 5C1 | IAFF prescription drug plan | Alterations to prescription drug plan | | Uncertain | |
| 5C2 | IAFF Death Benefits | Funeral costs increased from \$15,000 to \$35,000 | | \$20,000 per event | |
| 5C3 | IAFF Holidays | Juneteenth as an official holiday | | TBD | |

Increases in Special Pay

| | Provision | Agreement | FY23 Impact | Annual Cost Beyond FY23 | Council Decision |
|-----|--|--------------|---------------------------------|-------------------------|------------------|
| 6A1 | MCGEO increase in shift differential | Same as FY22 | No new fiscal impact; \$576,434 | \$576,434 | |
| 6A2 | MCGEO positions for field training pay | Same as FY22 | No new fiscal impact; \$19,522 | \$19,522 | |
| 6A3 | MCGEO adjust holiday pay | Same as FY22 | No new fiscal impact; \$104,574 | \$104,574 | |
| 6A4 | MCGEO Standby Pay | Same as FY22 | No new fiscal impact; \$57,247 | \$57,247 | |
| 6A5 | MCGEO HHS Stipend | Same as FY22 | No new fiscal impact; \$50,057 | \$50,057 | |
| 6A6 | MCGEO DOCR Group E Pay | Same as FY22 | No new fiscal impact; \$171,634 | \$171,634 | |
| 6A7 | MCGEO Acting Pay | Same as FY22 | No new fiscal impact | Uncertain | |
| 6A8 | MCGEO Meal Allowance | Same as FY22 | No new fiscal impact; \$5,000 | \$5,000 | |

| | | | | | |
|------------|--|--|----------------------|----------|--|
| 6B | FOP Field Training | increase in the field training differential from \$3.50 an hour to \$6.00 for eligible employees | \$59,092 | \$64,324 | |
| 6C | IAFF Travel Expenses | Same as FY22 | No new fiscal impact | | |
| 6C1 | IAFF working out of class compensation | uncertain | uncertain | | |

Increases in clothing, equipment, vehicle use, and transit subsidy

| | Provision | Agreement | FY23 Fiscal Impact | Annual Cost Beyond FY23 | Council Decision |
|------------|---|------------------|--|--------------------------------|-------------------------|
| 7A1 | MCGEO – Highway Services boot allowance | Same as FY22 | No new fiscal impact; \$13,750 | \$13,750 | |
| 7A2 | MCGEO – DOCR uniform allowance | Same as FY22 | Lower fiscal impact than in FY22; \$37,679 | \$37,679 | |
| 7A3 | MCGEO – Transit Subsidy | Same as FY22 | No new fiscal impact; \$150,000 | \$150,000 | |
| 7A4 | MCGEO DGS shoe allowance – Fleet Services | Same as FY22 | No new fiscal impact. | | |
| 7B | FOP | Same as FY22 | No new fiscal impact | | |
| 7C | IAFF | Same as FY22 | No new fiscal impact | | |

Retirement Plan Increases

| | Provision | Agreement | FY23 Impact | Annual Cost Beyond FY23 | Council Decision |
|------------|---|---|---------------------------------|--------------------------------|-------------------------|
| 8A | MCGEO Sick Leave Payout | Same as FY22 | No new fiscal impact; \$225,000 | \$225,000 | |
| 8B | FOP | Same as FY22 | No new fiscal impact | | |
| 8C1 | Roll over IAFF unused sick leave at retirement | Same as FY22 | No new fiscal impact | | |
| 8C2 | IAFF credit for military service (requires legislation) | Up to 24 months of credited service towards retirement for Group G members with prior U.S. military service | \$337,073 | \$337,073 | |

ADDENDUM

GO ITEM 2
April 21, 2022
Worksession

M E M O R A N D U M

April 20, 2021

TO: Government Operations & Fiscal Policy Committee

FROM: Christine Wellons, Senior Legislative Attorney

SUBJECT: Resolutions to Indicate Intent to Approve or Reject Funding for the County government employee collective bargaining agreements¹

PURPOSE: Worksession – Committee recommendations expected

The purpose of this addendum is to provide several updates and clarifications regarding the collective bargaining agreements with the IAFF.

On April 19, 2022, the County Executive submitted to the Council amendments to the recommended FY23 operating budget. One of the amendments is to recommend an additional FY23 expenditure under the FY22 IAFF collective bargaining agreement. As explained in the Executive's April 19 recommendations:

The FY22 agreement with the Montgomery County Career Firefighters Association IAFF Local 1664, included a provision that if the CPI-U for the Washington-Arlington-Alexandria area for the 12-month period ending March 2022 exceeds 1.5 percent that I would submit a supplemental appropriation to Council to increase the general wage adjustment (GWA) provision from 1.5 percent up to a maximum of 2.25 percent. As of March, the CPI-U for the Washington-Arlington-Alexandria area was 7.3 percent, thus triggering the requirement in the agreement. That supplemental appropriation for FY22 will be forthcoming for Council consideration and, if approved, the increased GWA will be effective the pay period beginning June 19, 2022. The FY23 impact of this change will be \$860,267 – including the annualization of the FY22 increase and the impact of this cost increase on the FY23 agreement. This amendment will be funded by increased tax revenues for FY23.

¹#ContractsFY2023

For the Committee's consideration, enclosed is a revised draft Resolution regarding the IAFF collective bargaining terms and conditions for FY23. The revised draft includes the 2.25% wage adjustment (as described above) requested by the Executive in his amendments to the recommended FY23 operating budget.

This addendum includes:

| | |
|---|------|
| Executive's amendments to the FY23 recommended operating budget | ©A1 |
| Corrected IAFF FY23 Agreement (effective dates have been clarified) | ©A8 |
| Revised Resolution for IAFF Collective Bargaining Agreement | ©A31 |




OFFICE OF THE COUNTY EXECUTIVE

Marc Elrich
County Executive

MEMORANDUM

April 19, 2022

TO: Gabe Albornoz, President
Montgomery County Council

FROM: Marc Elrich, County Executive 

SUBJECT: Amendments to the Recommended FY23 Operating Budget

Since I submitted my FY23 Recommended Operating Budget on March 15, there have been a number of developments that necessitate sending over amendments to the recommended budget. These amendments center around changes in revenue projections as well as expenditure adjustments for Montgomery County Fire and Rescue Service, Office of Racial Equity and Social Justice, Office of Human Rights, Transit Services, Incubator Programs, Police Accountability Board, and Community Grants. The amendments are described in detail below (including source of funds), and the attached report contains the necessary information for your analysts to account for them. The amendments submitted are consistent with the County's policy to maintain ten percent of adjusted governmental revenues in reserve.

CHANGES IN RESOURCES

County Income Tax Revenue

The FY22 revised income tax revenue estimate and the FY23 Recommended Budget income tax forecast (as of March 15) are both higher than the December Fiscal Plan update. The FY22 income tax revenue estimate increased in part due to a strong February income tax distribution reflecting strong wage and salary growth, but also due to notification from the Maryland Comptroller of an estimated \$58 million distribution to correct prior under-distributions of Tax Year 2020 income taxes in November 2021 and January 2022. These increases in FY22 were built into the base used for the forecast of FY23 income taxes and are expected to be ongoing.

Following the submission of the FY23 Recommended Budget, the Maryland Comptroller provided the correcting distribution on March 25 of \$68 million, an increase of \$10 million over their initial notification. As a result, this \$10 million of additional revenue will be available for FY22, and an additional \$11.468 million is now forecast to be available for FY23 due to the higher FY22 revenue base. Since this additional revenue is subject to the County's reserve policy, 90 percent, or \$10.321 million is available for programmatic uses.

State Aid for Police Protection

The FY23 estimate for State Aid for Police Protection was based on the Governor's proposed FY23 Operating Budget, which included a significant year-over-year increase. In enacting the FY23 State Operating Budget, the General Assembly changed the distribution for the increase. The funds will be based on the number of reported total violent crime offenses instead of the traditional per officer allocation methodology. As a result of this change, the estimate for the County's share of the State Aid for Police Protection will decrease by \$3.290 million. This revenue write-down will be fully offset by the increased income tax revenue estimate for FY23.

Transit Revenue

The FY23 Recommended Budget restores Ride On service and Call-N-Ride to pre-pandemic levels. As part of the budget, I also recommended reducing fares on all Ride On routes by one half, bringing the cost of most Ride On trips to \$1.00, in line with our fare equity study. The Transit Revenue estimate assumed that the new fares would go into effect in July. Given the process for coordinating fare changes however, it is unlikely that Ride On would be able to implement the fare change before September. As a result, the fare revenue estimate for FY23 will decrease by \$1.638 million. This revenue decrease will be fully offset by a reduction in CIP Current Revenue expenditures for transit projects for which we have received State aid sufficient to allow for repurposing County funding.

CHANGES IN EXPENDITURES

Office of Racial Equity and Social Justice

My FY23 budget included \$50,000 in funds to assist with planning for a memorial to Black residents who were tortured and killed by lynching. After subsequent consideration, I am recommending that the funds be included in the capital budget instead of the operating budget to allow for more time for public input and coordination with the Equal Justice Initiative. Thus the \$50,000 reduction to the budget for the Office of Racial Equity and Social Justice will be fully offset by an expenditure increase to the capital budget to create the Montgomery County Lynching Memorial Project (P362308).

Fire and Rescue Service

The FY22 agreement with the Montgomery County Career Firefighters Association IAFF Local 1664, included a provision that if the CPI-U for the Washington-Arlington-Alexandria area for the 12-month period ending March 2022 exceeds 1.5 percent that I would submit a supplemental appropriation to Council to increase the general wage adjustment (GWA) provision from 1.5 percent up to a maximum of 2.25 percent. As of March, the CPI-U for the Washington-Arlington-Alexandria area was 7.3 percent, thus triggering the requirement in the agreement. That supplemental appropriation for FY22 will be forthcoming for Council consideration and, if approved, the increased GWA will be effective the pay period beginning June 19, 2022. The FY23 impact of this change will be \$860,267 – including the annualization of the FY22 increase and the impact of this cost increase on the FY23 agreement. This amendment will be funded by increased tax revenues for FY23.

Office of Human Rights

The Commission on Remembrance and Reconciliation submitted a funding request for \$56,000 in operating funds to conduct historical research, capture oral histories, traveling to and engaging with the Equal Justice Initiative, hosting community seminars and collaborating with community partners, enhancing Remembrance and Reconciliation Month, and delivering memorials and markers to commemorate the victims of lynching in the County. This request was inadvertently left out of the FY23 Recommended Budget and will be funded by increased tax revenues for FY23.

I am also recommending including \$100,000 to fund County celebrations to commemorate the Juneteenth holiday. This amount includes funds for venues, technical support, equipment, and services and entertainment. The amendment will be funded by increased tax revenues for FY23.

Transit Services

The Recommended Budget included \$11,015 in the Transit Services budget to fund the six percent inflationary adjustment to non-profit service provider contracts. This amount inadvertently left out funds to provide the inflationary adjustment for the service contract that provides fixed route services for communities in the Tobytown and surrounding areas. I am recommending an additional \$29,071 to fund the inflationary adjustment for this contract, and the amendment will be funded by increased tax revenues for FY23.

NDA – Incubator Programs – Economic Development Partnership

The Recommended Budget included an increase of \$74,915 to increase staffing capacity to support the development and entrepreneurial ecosystem and manage all programming and

portfolio management duties at the Germantown, Rockville, and Silver Spring innovation centers. Due to a calculation error, my budget inadvertently left out the full funding for this enhancement. The cost of this amendment is \$235,349 and will be funded by increased tax revenues for FY23.

NDA – Police Accountability Board

The FY23 Recommended Budget included \$100,510 to fund the Police Accountability Board Non-Departmental Account budget. This amount reflected the estimated fiscal impact from implementation of Bill 49-21, as introduced. Since introduction, the Council has adopted amendments to the initial text of the bill, including increasing the number of Board members; requiring full-time, dedicated staff; and providing for compensation of the members. As a result of these adopted amendments, the estimated fiscal impact for implementing Bill 49-21 increases to \$436,541, an increase of \$336,031 above the initial recommended amount and adds 2.0 FTEs to the budget. This amendment will be funded by increased tax revenues for FY23.

NDA – Community Grants

My FY23 Recommended Operating Budget included \$500,000 in the Community Grants Non-Departmental Account budget for Business District Development Grants. The purpose of the program is to support the development of grassroots organizations and non-profit entities that engage in place making, place management, business recruitment and retention, branding, and economic development activities in emerging business districts. The program must lead to the establishment of a Main Street, Business Improvement District, or an Urban District Corporation. After submission of the budget, I have received feedback that interest in the program was greater than expected. As a result, I am recommending increasing the amount to this grant program by \$300,000 for a total of \$800,000. This amendment will be funded by increased tax revenues for FY23.

The net impact of all of the above amendments includes \$1.917 million in new expenditures which are offset by a net \$7.031 million in additional revenue, leaving \$5.114 million to be used for other priorities. We are finalizing additional potential amendments for the Department of Health and Human Services and the Department of Police, and those will be transmitted in the coming days.

Department staff and staff from the Office of Management and Budget will be happy to answer any questions you may have about these amendments as we work together to finalize the FY23 operating budget.

ME:jw

Amendment to the Recommended FY23 Operating Budget

April 19, 2022

Page **5** of **5**

Enclosure: Details on Recommended FY23 CE Amendments Report

cc: Richard S. Madaleno, Chief Administrative Officer
Fariba Kassiri, Deputy Chief Administrative Officer
Marlene Michaelson, Executive Director, County Council
Jennifer R. Bryant, Director, Office of Management and Budget
Michael Coveyou, Director, Department of Finance
Joy Nurmi, Chief of Staff to Council President Albornoz

Detail on Recommended FY23 CE Amendments

Tax Supported

EXPENDITURE AMENDMENTS

Racial Equity and Social Justice

| | |
|---|----------------|
| Shift: Funding for Lynching Memorial from Operating Budget to Montgomery County Lynching Memorial CIP Project (P362308) | -50,000 |
|---|----------------|

Fire and Rescue Service

| | |
|---|----------------|
| Increase Cost: FY23 Impact of FY22 General Wage Adjustment Supplemental | 860,267 |
|---|----------------|

Human Rights

| | |
|--|----------------|
| Add: Juneteenth Celebration Expenditures | 100,000 |
|--|----------------|

| | |
|---|---------------|
| Enhance: Commission on Remembrance and Reconciliation | 56,000 |
|---|---------------|

Transit Services

| | |
|--|---------------|
| Increase Cost: Six Percent Inflationary Increase to Non-Profit Service Provider Contracts Correction | 29,071 |
|--|---------------|

NDA - Incubator Programs - Economic Development Partnership

| | |
|---|----------------|
| Increase Cost: Staffing Capacity Expenditure Correction | 235,349 |
|---|----------------|

NDA - Police Accountability Board

| | |
|---|----------------|
| Add: Police Accountability Board Adjustment | 336,031 |
|---|----------------|

NDA - Community Grants

| | |
|--|----------------|
| Add: Business District Development Grants Increase | 300,000 |
|--|----------------|

| | |
|---|------------------|
| Total Tax Supported Expenditures | 1,866,718 |
|---|------------------|

RESOURCE AMENDMENTS

Countywide Generic

| | |
|----------------------------|-------------------|
| FY23 Income Tax Adjustment | 11,468,000 |
|----------------------------|-------------------|

Police

| | |
|-----------------------------|-------------------|
| Police Protection State Aid | -3,290,000 |
|-----------------------------|-------------------|

Transit Services

| | |
|--|-------------------|
| Ride On Fare Revenue Reduction offset by a reduction in CIP Current Revenue expenditures | -1,637,505 |
|--|-------------------|

Detail on Recommended FY23 CE Amendments

Tax Supported

| | |
|-------------------------------|-----------|
| Total Tax Supported Resources | 6,540,495 |
|-------------------------------|-----------|

**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, 2022 through June 30, 2024. 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:

Underlining *Added to existing agreement.*

[Single boldface brackets] *Deleted from existing agreement.*

* * * *Existing language unchanged by parties.*

The parties agree to amend the contract as follows:

* * *

ARTICLE 2 - ORGANIZATIONAL SECURITY

SECTION 2.1 - UNION MEMBERSHIP

- [A. It shall be a continuing condition of employment that all bargaining unit employees: 1) shall become and remain members in good standing of the Union, or 2) pay a service fee, effective July 1, 1989. Within sixty (60) days of obtaining merit status and receipt of notification from the Union a bargaining unit employee shall exercise one of the choices above.

1. Semi-annually the Employer shall provide the Union with an updated list of all employees of the Montgomery County Fire and Rescue Service who at the time are in a probationary status. Such list shall contain the following information for each probationary employee: name, home address, current station assignment, and date of hire. These semi-annual reports will be provided to the Union by March 1 and September 1 each calendar year.

- B. The Union dues and service fees shall be set by the Union. These amounts may be subject to change each year of this Agreement as a result of notice given by the Union to the Employer at least sixty (60) days prior to the effective date of the change, which shall be the first full pay period following July 1 of each year.]

[C]A. Union membership or the payment of service fees is not a term or condition of employment. The Union shall comply, in the administration of this Article, with Section 33-150 [148 (1)] of the Montgomery County Code, as amended; specifically, the Union shall adhere at all times to all federal constitutional requirements in its administration of any agency shop system maintained by it.

[D. The Union shall indemnify and hold the Employer harmless against any and all claims arising from actions taken by the Union with regard to the collection of agency service fees or the resolution of disputes concerning agency service fees.]

B. Semi-annually the Employer shall provide the Union with an updated list of all employees of the Montgomery County Fire and Rescue Service who at the time are in a probationary status. Such list shall contain the following information for each probationary employee: name, home address, current station assignment, and date of hire. These semi-annual reports will be provided to the Union by March 1 and September 1 each calendar year.

SECTION 2.2 -DUES CHECK-OFF

A. Upon the presentation by the Union of a list of the individual employees covered by this Agreement for each of whom the Union certifies to have on file a written authorization for dues deduction or service fee deduction duly executed by the employee, the Union shall be entitled to have the dues or service fees deducted from their paychecks on a bi-weekly basis. [Such authorization shall be non-revocable and automatically renewed from year to year.] Bargaining unit employees who want to change their dues or service fee authorization shall contact the Union President or designee. The Union will notify the Employer whenever a bargaining unit employee changes their membership status.

B. Union dues and service fees shall be set by the Union. These amounts may be subject to change each year of this Agreement as a result of notice given by the Union to the Employer at least sixty (60) days prior to the effective date of the change.

[B]C. The amounts to be deducted shall be certified to the Employer by the Treasurer of the Union. Whenever the Union notifies the Employer to begin deducting the dues of any bargaining unit employee, said deductions shall begin no later than the second paycheck following the Union's notification. If the Employer fails to make the deduction within this period, the Union will notify the Employer who shall immediately correct the error. Aggregate deductions of all employees shall be remitted at least monthly to the Union along with an itemized statement.

[C]D. The Employer or its agents or representatives shall not encourage or discourage membership in the Union by discriminating in hiring, tenure, wages,

hours, or conditions of employment. The Union, its agents, representatives and persons who work for it shall not restrain, coerce, or interfere with employee rights.

[D]E. 1. The Union shall indemnify and hold the Employer harmless against any and all claims, demands, suits, or any other forms of liability that shall arise out of or by reason of action taken or not taken by the Employer for the purposes of complying with any list, notice, form, card, or assignment furnished under this Article.

2. The Union shall indemnify and hold the Employer harmless against any and all claims arising from actions taken by the Union with regard to the collection of dues or agency service fees or the resolution of disputes concerning dues or agency service fees.

[E]E. When a bargaining unit employee returns to work from a non-pay status, and upon appropriate certification from the Union that the employee owes back dues to the Union, the Employer shall deduct from the employee's next paycheck the full amount of back dues owed.

SECTION 2.3 - UNION BUSINESS

A. The President of the Union or the President's designee shall be granted administrative leave up to ~~[1,248]~~ 2,496 hours per year for the purpose of discharging his official representational duties as the Union President provided that the President and the designee are not simultaneously covered by administrative leave. This shall be the sole source of administrative leave for the Union President or designee.

At the Union President's designation, one additional executive board member at a time shall be granted administrative leave up to a total of 2,496 hours per year for the purpose of discharging their official representational duties as Union officials.

The President and the additional executive board members designated by the President under this subsection shall continue to use annual and sick leave pursuant to applicable regulations and the provisions of this Agreement. Such leave shall not count against the administrative leave provided in this subsection. Any unused administrative leave will not be carried over at the end of the calendar year to the next year.

* * *

D. In addition, members of the bargaining unit who pay dues or a service fee shall be assessed ~~[three (3)]~~ two (2) hours compensatory leave or annual leave per year (at the option of the employer) which shall be contributed to an administrative leave bank for the purpose of additional administrative leave to ~~[the President and/or]~~ other officers and ~~[officials]~~ representatives of the Union who are not on administrative leave pursuant to subsection A. Administrative leave identified in this Subsection ~~[and Subsection A]~~ shall be the sole source of leave for ~~[the Union President and shall result in the President being placed on administrative leave full-~~

time, except that the President shall continue to use annual and sick leave pursuant to applicable regulations and the provisions of this Agreement] union representatives not identified in Section A. Any [residue] excess in this leave bank at the end of any leave year shall not carry over to the next year. Requests for administrative leave in excess of the leave bank amount will not be unreasonably denied.

E. The President and [two] three Vice Presidents of the Union shall each be provided with 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.

* * *

G. Union Access to County Network: The Employer shall provide the means for the Union President, 1st Vice President, 2nd Vice President, 3rd Vice President, and any other mutually agreed upon union representative to wireless Internet access at County worksites, if available. This access will be for the purpose of conducting official labor/management business at County worksites.

* * *

SECTION 2.9 - ACCESS TO FIRE/RESCUE OPERATIONS INFORMATION

* * *

Bargaining Unit Captains and Lieutenants shall have access to policies, rules, and regulations. The Fire Chief or designee shall provide access to any information contained in memoranda of understanding or other third party agreements to the extent that it applies to or affects a bargaining unit worksite, and shall afford access to bargaining unit Captains and Lieutenants.

* * *

SECTION 6.3 - LEAVE YEAR AND ANNUAL LEAVE PROCEDURE

* * *

B. Second, third, and fourth round picks are for any three days maximum in each round, provided however, that employees assigned to [a 40-hour or 42-hour workweek,] work either four (4) ten (10)-hour shifts every week for forty (40) hours every seven (7) days, or two (2) twelve (12) - hour days and two (2) twelve (12)-hour nights may select up to four days in rounds two through four. The days selected in rounds two through four do not have to be consecutive, nor do they need to be aligned Sunday through Saturday.

* * *

SECTION 6.14 – CASUAL LEAVE PROCEDURE

* * *

B. The employee requesting casual leave shall request such leave not earlier than thirty (30) days before the requested date, and not later than 2100 hours on the day before the leave day being requested. [An employee may contact the scheduler by telephone to determine leave availability at any time.] If leave is available and granted within the above parameters, the scheduler will make appropriate TeleStaff entries and notifications. Requests for casual leave will be granted or denied by the Scheduler via telephone or TeleStaff, in accordance with the established number of leave slots available. Although use of email or TeleStaff, or review of the casual leave online calendar, is preferred, an employee may contact the scheduler by telephone to determine leave availability at any time.

* * *

E. The County will maintain and regularly update (in sync with TeleStaff) an online calendar, available through MCFRS' Quicklinks, including casual leave counts for the next thirty-one (31) days.

F. Upon approval of a casual leave request, an outbound notification to the employee that such request was approved shall be initiated.

* * *

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 when ordered to mandatory [for one annual two-week] military training or drills. Administrative leave granted for this purpose shall not [to] exceed [15 days annually or] 120 hours (168 hours for 2496 employees and 144 for 2184 employees) in a calendar year. [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.]

H. Application for administrative leave for military training or drills should be made [immediately] as soon as practicable upon receipt of orders for [active duty for] such activity in accordance with procedures established by the Chief Administrative Officer and Fire Chief and/or designee.

I. The Chief Administrative Officer may permit a waiver of the administrative leave limitation when [two annual] the employee is ordered to mandatory military training or drill [periods] requirements in excess of the limitations in this Article

in one calendar year.

J. An employee who is a member of a reserve component of the armed forces of the United States [is not entitled to paid administrative leave for purposes of attending monthly drills. The employee] may use annual or compensatory leave or arrange career stand-by in order to attend [these monthly drills] military training or drills above the administrative leave limitations in this Article. Career stand-by will be approved liberally contingent on operational needs. When no leave slots are available, annual, or compensatory leave will be granted above the leave slot cap for the purpose of attending monthly drills. [When leave slots are available, leave taken to attend monthly drills will count towards the leave slot cap.]

L. For all military training or drill requests requiring the use of annual or compensatory leave, the employee must enter a request for leave into the appropriate system at least seven (7) calendar days prior to their training.

All remaining sub-paragraphs shall be renumbered.

* * *

SECTION 12.8 - EFFECT OF LWOP USE ON EMPLOYEE BENEFITS

* * *

C. Period of suspension to be treated as LWOP for benefits purposes. If an employee is suspended, the Employer must treat the period of suspension the same as a period of LWOP for the purpose of the employee's benefits. [, except that the Employer must reassign an employee's service increment date if it occurs during a suspension.]

* * *

Section 13.3 Working Out of Class Compensation

A. Lieutenants are eligible for "working out of class" compensation for all hours worked when assigned as the sole or most senior officer (based on time in grade when more than one Lieutenant is working) in a fire station or the ECC, or when assigned as an EMS Duty Officer for more than 280 hours during a 6-month period.

B. A Master Firefighter is eligible for "working out of class" compensation for all hours worked when acting as an officer in a fire station or worksite for more than 280 hours during a 6-month period.

C. A Firefighter III is eligible for "working out of class" compensation for all hours worked as a primary apparatus unit officer on an emergency call.

D. Working out of class hours must be submitted before the end of the payperiod in which the hours were worked in the Department's online Working Out of Class

Approval system and be approved by the supervisor. After six months, the member must submit electronically the total hours to their Battalion Chief for review and validation. The Battalion Chief will submit the requests for processing within 15 days.

E. Requests for compensation shall be processed by the Department's designee within 45 days after receipt of the designated form.

F. Bargaining unit employees are not eligible for "working out of class" compensation when assigned to ALS transport units and Paramedic Chase Cars, or any single-person staffed unit.

G. Bargaining unit employees shall be compensated at 5% of their base salary for each hour worked at the higher grade position once all criteria have been met.

* * *

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). For employees assigned to ROCC and FEI who work a 2-2-4 schedule, the County shall assign them a "shift equivalent" Kelly each month based on their work schedule for that month.

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 station⁶ 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 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.
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.

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.

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.

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, ALS chase cars, or AFRA ALS positions unless no other qualified bargaining unit employees in [other] the rank classifications of Master Fire Fighter / Rescuer, Fire Fighter / Rescuer I^[FN1 - TO BE CONSECUTIVELY NUMBERED] Fire Fighter / Rescuer II, and Fire Fighter / Rescuer III are available to work.

2. Bargaining unit employees in the ranks of Fire/Rescue Captain and Fire/Rescue Lieutenant shall not be hired on overtime for the Scheduler position unless no other qualified bargaining unit employees in the rank classification of Master Fire Fighter / Rescuer are available to work.

~~[2]~~3. 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 Master Fire

Fire Fighter / Rescuer, Fire Fighter / Rescuer I^[FN2 - TO BE CONSECUTIVELY NUMBERED]
Fire Fighter / Rescuer II, and Fire Fighter / Rescuer III shall be given
priority to be hired on overtime in Fire Fighter and Master Fire Fighter
/ Rescuer positions until the list of qualified bargaining unit Fire
Fighters and Master Fire Fighters has been exhausted.

[5.] Non-bargaining unit employees shall not be hired for overtime in any position
regularly assigned to a bargaining unit employee unless no qualified bargaining unit
employees are available to work.

FOOTNOTE 6: For personnel assigned as a Safety Officer, [or] an EMS Duty Officer, or
to ECC, or to Scheduling, their "station" shall be their regular work assignment.
Employees assigned as a Safety Officer, an EMS Duty Officer, to ECC, or to Scheduling
will be assigned a battalion equivalent.

1 A Fire Fighter / Rescuer I who has achieved merit system status.

2 A Fire Fighter / Rescuer I who has achieved merit system status.

* * *

ARTICLE 16 HOLIDAYS
SECTION 16.1 - HOLIDAYS

- | | |
|---------------------------------|---|
| A. New Year's Day | January 1 |
| B. Martin Luther King, Jr. Day | Third Monday in January |
| C. Memorial Day | Last Monday in May |
| D. Independence Day | July 4 |
| E. <u>Juneteenth</u> | <u>June 19</u> ^[FN1 - TO BE CONSECUTIVELY NUMBERED] |
| [E.] <u>F. Labor Day</u> | First Monday in September |
| [F.] <u>G. Veterans Day</u> | November 11 |
| [G.] <u>H. Thanksgiving Day</u> | Fourth Thursday in November |
| [H.] <u>I. Christmas Day</u> | December 25 |
| [I.] <u>L. Special Holidays</u> | Other days designated by action of the Chief Administrative Officer as a full-day or part-day holiday or as a non-work day. Religious holidays must not be designated as special holidays, as approved absences |

on these days may be obtained through annual leave or alternative work schedules

FOOTNOTE 1 Pending Council action to add Juneteenth as an official County holiday. If the County Council fails to add Juneteenth as an official County holiday, the parties agree to open Article 16 to bargain amendments relating to Juneteenth. Such negotiations shall be subject to the impasse/fact-finding procedures in Article 43.

SECTION 16.2 HOLIDAY BENEFIT

Every eligible employee working a 2080-hr. work year shall receive 13 hours of straight time pay as their holiday benefit, for every holiday not identified in paragraph 2 of this section. Every eligible employee working a 2184-hr. work year shall receive 14 hours of straight time pay as their holiday benefit for every holiday not identified in paragraph 2 of this section. Every eligible employee working a 2496-hr. work year shall receive 16 hours of straight time pay as their holiday benefit for every holiday not identified in paragraph 2 of this section. In the alternative, bargaining unit employees may elect compensatory leave in lieu of straight time pay at 13, 14 or 16 hours consistent with the employee's annual work year. The benefit shall be recorded on the time sheet for the pay period in which the holiday falls and paid in the next paycheck.

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

* * *

ARTICLE 19 - WAGES

Section 19.1 General Wage Adjustments

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

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

beginning February 5, 2017, the base salary for all bargaining unit members shall be increased 1.0 percent.¹⁰

B [C.]

1. Effective the pay period beginning on October 9, 2022 the base salary for all bargaining unit members shall be increased by 4.0%. [Effective the first full pay period beginning on June 20, 2021, the base salary for all bargaining unit members shall be increased by two and one-quarter percent (2.25%).¹¹]

2. Effective the pay period beginning on January 1, 2023, the base salary for all bargaining unit members shall be increased by 1.0%.

[D.]

1) Effective the first full pay period beginning on July 4, 2021, the base salary for all bargaining unit members shall be increased by one and four-tenths percent (1.4%). However, if the County Council approves a supplemental appropriation funding a general wage adjustment during FY2021, this general wage adjustment shall be offset by the amount of the FY2021 general wage adjustment.

2) Effective the first full pay period on June 19, 2022, the base salary of all bargaining unit members shall be increased by one and one-half percent (1.5%).

If the Consumer Price Index for all Urban Consumers (“CPI-U”) for the Washington-Arlington-Alexandria area for the twelve month period ending March 2022 exceeds one and one-half percent (1.5%), the County Executive agrees to submit a supplemental appropriation to the County Council to increase the general wage adjustment effective the pay period beginning on June 19, 2022 to an amount equal to the percent increase in CPI-U for the Washington-Arlington-Alexandria area for the twelve month period ending March 2022, not to exceed two and one-quarter percent (2.25%).]

FOOTNOTE 10: Per actions taken on April 26, 2016, May 16, 2016 and May 26, 2016, the County Council did not approve full funding for this provision, i.e., the Council did not appropriate funds for a 1.0 percent general wage adjustment for bargaining unit employees effective the pay period beginning February 5, 2017 or any subsequent date in FY 2017. The 1.0% general wage increase that was negotiated for implementation on February 5, 2017 [shall continue to be postponed through FY2022] will considered fully funded and implemented if LS1 is funded by County Council.

FOOTNOTE 11: [Per actions on April 30, 2020, May 5, 2020, and May 13, 2020, the County Council did not approve funding for this provision. See Appendix IX.]

SECTION 19.2 SALARY SCHEDULE

* * *

C. Bargaining unit employees shall progress to Step LS~~1~~ on the uniform pay plan upon completion of ~~17~~ [20] years of service as a County merit system employee. All eligible bargaining unit employees who reach ~~17~~[20] years of service shall receive a 3.5% “LS~~1~~” increase to their base pay effective the pay period in which their service anniversary date occurs; provided, however, that bargaining unit employees who have completed 17, 18, or 19 years of service prior to July 1, 2022 shall receive a 3.5% “LS1” increase to their base pay effective on July 3, 2022.

i. All eligible bargaining unit employees who reach 20 years of service shall receive a 3.5% “LS2” increase to their base pay effective the pay period in which their service anniversary date occurs; provided, however, that bargaining unit employees who have completed 20, 21, 22, or 23 years of service prior to July 1, 2022 shall receive a 3.5% “LS2” increase to their base pay effective on July 3, 2022.

ii. All eligible bargaining unit employees who reach 24 years of service shall receive a 3.5% “LS3” increase to their base pay effective the pay period in which their service anniversary date occurs; provided, however, that bargaining unit employees who have completed 24 or more years of service prior to July 1, 2022 shall receive a 3.5% “LS3” increase to their base pay effective on July 3, 2022.

[D. Effective at the beginning of the first full pay period beginning on or after July 1, 2010, a Step P will be added at a rate 3.5% greater than the current Step O. All employees will then receive one service increment increase. The existing Step A will then be removed from the schedule, and the remaining 15 steps will be re-lettered A through O. This pay plan adjustment, which the County Council elected not to fund in FY 2011, and which has been postponed in subsequent collective bargaining agreements, shall continue to be postponed through FY2020. This pay plan adjustment shall continue to be postponed through FY2022.]

* * *

SECTION 19.4 OVERPAYMENTS/UNDERPAYMENTS TO EMPLOYEES, IMPROPER DEDUCTIONS OF LEAVE, AND EMPLOYEE DEBTS

A. Recovery of overpayment to employee or employee debt to County.

1. When the Employer overpays a bargaining unit employee, the Employer may deduct money from the employee’s pay to recover the overpayment. The Employer must give the employee notice and an opportunity to respond before deducting the

amount of the overpayment from the employee's pay. The union shall be copied on any notice given to an employee under this provision.

2. The Employer may set off a debt that a bargaining unit employee owes to the County and deduct the amount owed from unpaid salary, accrued annual leave or compensatory time, [or retirement contributions owed to the employee.]

3. When deducting money from an employee's paycheck to recover an overpayment or to set off a debt, the Employer must not deduct more than twenty percent (20%) of the employee's disposable pay from any one pay check. This limitation does not apply when the employee leaves County employment.

4. A bargaining unit employee may file a grievance under Article 38 over a deduction to recover an overpayment or a debt from the employee.

* * *

SECTION 20.9 - PRESCRIPTION DRUG PLAN

* * *

B. Effective January 1, 2023, the High Option Plan shall be eliminated and the County shall provide one stand alone prescription plan (Standard Option Plan - \$10/\$20/\$35 co-pays with a \$50 deductible) for all active employees and retirees.

All remaining sub-paragraphs shall be renumbered.

* * *

Section 20.11 - Line of Duty Death Benefit

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

- A. Immediate payment of \$[1] 35,000 toward funeral expenses. The County will pay an additional amount, not to exceed \$[1] 35,000, in funeral expenses to the designated beneficiary to cover funeral costs not reimbursed by the State of Maryland.
- B. Effective July 1, 2003, the basic benefit of term life and accidental death and dismemberment insurance payable for a full-time bargaining unit member under age 65, whose death is the direct result of an accidental bodily injury sustained in the performance of County employment will be \$500,000, or the amount payable under the schedule of such benefits in effect prior to January 1, 2003, whichever amount is greater.

* * *

ARTICLE 22 – PREVAILING RIGHTS

* * *

L. COVID-19 vaccination and booster shots, Hepatitis Vaccine Shots and annual flu shots at no cost to the employee if requested by the employee. Each year, employees will be informed, in writing, of the availability of flu shots at least sixty (60) days prior to their availability, and at that time employees will be requested to respond, by email or in writing, within 21 days of such notification if they wish to receive a flu shot. Any employee who indicates that he/she wishes to receive a flu shot and who subsequently declines to receive the shot may be required to reimburse the Employer for the cost of the dosage up to a maximum of ten dollars (\$10.00). The County shall have no obligation to provide flu shots to bargaining unit employees who do not respond to this notice. The County may, at its discretion, make any surplus doses available to bargaining unit employees. Tetanus shots at no cost to the employee will be available if requested at the time of the employee's regularly scheduled physical/annual pulmonary function test at the Occupational Medical Section;

* * *

Q. One piece of mutually agreed upon suitable aerobic equipment at the Emergency Communications Center (ECC) for use by E.C.C. employees.

* * *

SECTION 22.2 - NOTICE AND OPPORTUNITY TO SUBMIT COMMENTS

A. Prior to the implementation of any new or revised Directive, MCFRS Bulletin, Policy, Procedure, Instruction [FN1 – TO BE CONSECUTIVELY NUMBERED] relating to or affecting bargaining unit employees, the Employer shall provide the Union President, 1st Vice President, [and] 2nd Vice President, and 3rd Vice President with written, electronic notice and an opportunity to submit comments. If the Employer provides the Union with written, electronic notice and opportunity outside normal business hours (Monday through Friday, 7:00 am to 3:00pm), the electronically transmitted notices will be deemed received on the following business day. The employer will provide the Union written notice of its designee authorized to transmit documents for notice and opportunity.

Footnote 1 The parties understand and agree that the term “instruction” refers to: a) a written explanation provided by the Division Chiefs of the Fire Chief regarding the processes and/or procedures associated with the implementation of a new or revised Directive, Safety Bulletin, Policy or Procedure; or, b) written explanation/clarification provided by the Division Chiefs or the Fire Chief regarding

an existing Directive, Safety Bulletin Policy or Procedure that deviates from an established past practice.

* * *

SECTION 29.6 – CLASS SCHEDULE FOR PROMOTIONS

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

* * *

SECTION 30.5 - TIME, PLACE AND MANNER OF INTERVIEWS/EXAMINATIONS CONDUCTED AT THE INTERNAL AFFAIRS SECTION

A. Any interview or examination conducted by the Internal Affairs Section pursuant to sections 30.3 and 30.4 of this Article shall take place at the Internal Affairs Section office, the Union Office, or at any other place to which the parties mutually agree. For employees who are the subject of an investigation, when scheduling an interview/examination, the Employer shall take reasonable and prudent measures to protect the employee's identity and participation in the interview/examination from disclosure to other employees.

* * *

SECTION 35.9 - MOLD REMEDIATION AT MCFRS WORKSITES

When the Safety Office performs its annual safety inspection, it shall include a mold inspection by the Safety Officer and report its findings to the Division of Support Services. The Joint Health and Safety Committee will receive a copy of the report at the same time as it is sent to the Division of Support Services.

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 41 – PRINTING OF CONTRACT

A. The County agrees to make this Agreement available electronically by posting it on OLR's website and [to make every effort] to send an email containing a hyperlink of the final [election] version of the Agreement to all bargaining unit employees at least fifteen (15) days before [print 300 copies of the contract in booklet form to be provided to the Union within ninety days of] the effective date of this Agreement. The County also agrees to print an adequate number of copies of this Agreement, in booklet form, for distribution to all worksites where bargaining unit members are assigned within thirty (30) days of the effective date of this Agreement.

B. The cover page of the Agreement shall be designed by mutual agreement between the parties.

C. [The cost of printing shall be shared equally by the parties.] The County agrees to provide the Union [four (4)] a first draft [run copies of the printed] of the Agreement prior to publication to proofread. The County agrees to correct all spelling and grammatical errors found during proof reading prior to publication and disbursement. [Additionally, an e-mail will be sent to all bargaining unit employees containing a hyperlink to the final electronic version of the agreement.]

* * *

SECTION 50.1 - TWO YEAR AGREEMENT

The duration of this Agreement shall be from July 1, [2020] 2022 through June 30, [2022] 2024.

There shall be a reopener for the second year (July 1, 2023 to June 30, 2024) by no later than September 1, 2022 limited to:

a. Cash Compensation – Wages – Article 19.1 (General Wage Adjustments)

b. Article 51 (Pensions)

c. Other Post-Employment Benefits

Such negotiations shall be subject to the impasse/fact-finding procedures of Montgomery County Code Section 33-153.

* * *

ARTICLE 51 - PENSIONS

* * *

[I. The parties shall create a working group to assess the viability of enhancing the Group G retirement benefit. The composition of the working group will include three representatives to be chosen by the union and three representatives to be chosen by the employer. The activities of the working group will be limited to:

- 1) Assessing the viability of altering the pension benefit formula, to include increasing the credit awarded for each year of service and the total amount of service credit for which employees may be eligible for Group G members;
- 2) Assessing the impact on the Consolidated Retiree Health Benefits Trust of increasing the County's share of retiree health insurance cost sharing for Group G members;
- 3) Assessing the viability of the County provided a military service credit for Group G members;
- 4) Assessing updating the UP 84 Mortality Table used to calculate the optional forms of benefit (including joint and survivor benefits) to the mortality tables used by the actuary for the actuarial valuation; and
- 5) Evaluating updating procedures for approving qualified domestic relations orders.

The working group shall provide recommendations to the Union and employer no later than October 15, 2021.] The County Executive will submit proposed legislation to the County Council on or before September 1, 2022, amending Section 33-41 of the Montgomery County Code. Proposed legislation drafted pursuant to this collective bargaining agreement will be reviewed and approved by both parties prior to submission to the County Council. The following changes will apply only to those retirement applications filed after the adoption of the legislation.

The proposed legislation will provide, for Group G members, up to twenty-four (24) months credited service at no cost to the employee for prior military service. The amount of the crediting will be based on the years of County service; 7 years of service will result in the County crediting twelve (12) months of credited service, and 15 years of service will result in the County crediting twenty-four (24) months of service. The crediting will be applied when the years of service threshold is reached.

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

* * *

SECTION 53.2 - NOTICE OF RESIGNATION

An employee should submit a written resignation to the Fire Chief 2 weeks before the effective date of the resignation. In unusual circumstances, an employee may submit an oral resignation to the on-duty duty operations chief. If the on-duty duty operations chief accepts the employee's oral resignation, they must note the date, time, and nature of the communication.

* * *

SECTION 55.5 - REASSIGNMENT OF INCREMENT DATE

A. The Employer must assign an employee a new service increment date if the employee['s:

1. service increment is delayed;
2. increment date occurs during a period of within-grade salary reduction;
3.] has been on LWOP exceed[s]ing 28 calendar days, excluding LWOP for parental leave, military service, professional improvement, FMLA, or political leave in accordance with Article 12.

* * *

SECTION 55.6 - DELAY OF SERVICE INCREMENT

A. An employee's service increment shall be delayed if the employee's latest annual or interim performance rating did not meet expectations [was less than satisfactory], or the employee's attendance, or conduct has been unsatisfactory.

B. To delay an eligible employee's service increment, the Employer must:

1. give written notice to the employee before the beginning of the pay period in which the employee's increment date falls;
2. include in the notice to the employee:
 - a. statement of the reasons for the delay;
 - b. the next date on which the employee's performance will be reviewed and the service increment granted if the employee's performance or attendance has improved to a satisfactory level; and
 - c. that the employee may file a grievance over the decision under Article 38.

C. The employer may delay an employee's service increment if [the employee's performance was unsatisfactory during the rating period or] the employee was

absent for more than 50 percent of the work year, excluding periods of compensatory time, annual leave, parental leave, FMLA, disability leave, military leave, or LWOP for political leave in accordance with Article 12.

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

* * *

SECTION 55.8 - POSTPONEMENT OF SERVICE INCREMENTS

Service increments that eligible bargaining unit employees were scheduled to receive in Fiscal Year 2011 pursuant to the 7/1/08 - 6/30/11 Collective Bargaining Agreement but which the County Council elected not to fund for FY 2011 shall be granted during the pay period beginning April 6, 2014. Similarly, the FY 2012 service increments that eligible bargaining unit employees would have otherwise received in Fiscal Year 2012 in accordance with this Article 55 shall be granted to eligible bargaining unit employees during the pay period beginning June 14, 2015. The FY 2013 increment that eligible bargaining unit employees would have received in Fiscal Year 2013 but which the County Council elected to not fund for that year, and which has been postponed in subsequent collective bargaining agreements, shall [continue to be postponed through FY 2022] be fully funded and implemented the pay period beginning July 2, 2023. However, no bargaining unit employee shall lose service credit for purposes of progression within the uniform pay plan.

Effective July 1, 2020, eligible bargaining unit employees shall receive an annual service increment on their anniversary date as described in this Article.²⁹

FOOTNOTE 29: Per actions on April 30, 2020, May 5, 2020, and May 13, 2020, the County Council did not approve funding for this provision. *See* Appendix IX.

* * *

[SECTION 57.7 - MAINTENANCE OF ECC CERTIFICATION

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

The remaining sections of Article 57 shall be renumbered appropriately.

* * *

SECTION 57.9 - PARAMEDICS ASSIGNED TO ECC

Paramedics assigned to the ECC will be detailed [once a month to a medic unit] as necessary to complete any requirements established by the Medical Director. [in order to maintain their skills and certifications.]

NOTE: Pursuant to Tentative Agreement eliminating Section 57.7, this sub-section will be renumbered.

* * *

SECTION 61.2 - MEDICAL INQUIRIES & SYSTEM PERFORMANCE INQUIRES INVOLVING BARGAINING UNIT MEMBERS

A. Any bargaining unit employee who is the subject [asked to provide a written statement related to] an [EMS complaint or QA] inquiry involving any of the following: (a) prohibited conduct as defined by COMAR 30.02.04; (b) a potential danger to the public; or (c) circumstances that caused significant worsening of patient's condition or death [that requires the completion of an EMS Incident Referral Control Sheet] shall be notified of the following: (1) the related dates and [event]-incident number(s) if applicable [of the incident in question;] and (2) the [general] nature of the complaint [and any specific concerns to be addressed in the statement]. Any EMS clinician whose MCFRS credentials are modified by the MCFRS Medical Director shall be notified before that change is made public.

* * *

Side Letter – Development of Pilot Program for Hours of Work for Personnel Assigned to Fire & Explosive Investigations (FEI)

[ON MCFRS LETTERHEAD]

[DATE]

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

Dear President Buddle,

As part of the negotiations between Montgomery County Government (the

Employer) and the Montgomery County Career Firefighters Association IAFF Local 1664 (the Union) over a successor collective bargaining agreement, the parties agree to continue the discussion pertaining to a change in the work schedule for personnel assigned to Fire and Explosive Investigations (FEI).

The current work group shall continue to meet with the goal of developing a pilot program that satisfies both parties' needs for effectiveness and efficiency, to include increasing capacity during conventional daywork hours. Pilot program development shall continue until September 1, 2022. During the pilot development period, the current 2/2/4 schedule shall remain in place.

On or about July 1, 2022, the parties will notify the next arbitrator on their Section 38.5(A) panel of the dispute. If the parties are unable to reach an agreement on the pilot program by September 1, 2022, the matter will be declared at impasse, triggering relevant provisions of Montgomery County Code § 33-153 with the following modifications. The impasse will be resolved by the identified arbitrator in an expedited fashion. The hearing will be conducted as soon as possible after September 1, 2022, and will be informal in nature. There will be no briefs and no official transcripts (except on the arbitrator's request), and the arbitrator will issue a decision as soon as possible, but not later than October 1, 2022, unless otherwise agreed between the Parties. Any resulting pilot program will commence on January 1, 2023 and last at least one calendar year.

Sixty (60) days prior to the end of the pilot period, the Employer, Union, and bargaining unit personnel shall meet to review the pilot and create a summary document with recommendations. Not less than thirty (30) days prior to the end of the pilot period, both sides shall present their findings to the Fire Chief and Union President. If both of the parties agree the pilot was successful in meeting the goals stated above, the parties will consider the implementation of such a schedule to commence upon mutual agreement of the parties, but not later than January 1, 2024. Should the parties not agree, the pilot program will cease, and the schedule in effect on December 31, 2022 would resume.

Sincerely,

Scott Goldstein
Fire Chief

* * *

Side Letter – Location of Bargaining Unit Employee Examinations or Interviews

Jeffrey Buddle, President
Montgomery County Career Fire Fighters Association International Association of
Fire Fighters – Local 1664 932 Hungerford Drive, Suite 33A
Rockville, Maryland 20850

Re: Location of Bargaining Unit Employee Examinations or Interviews

President Buddle,

The Employer agrees, pursuant to Section 30.5 of the Collective Bargaining Agreement, that the Union and Office of Investigative Programs will identify a list of alternate mutually acceptable locations for bargaining unit employee examinations and interviews.

Sincerely,

Scott Goldstein
Fire Chief
Montgomery County Fire and Rescue Service

* * *

Side Letter – Reassignment of Service Increment Dates

Jeffrey Buddle, President
Montgomery County Career Fire Fighters Association
International Association of Fire Fighters – Local 1664
932 Hungerford Drive, Suite 33A
Rockville, Maryland 20850

Re: Reassignment of Service Increment Dates

President Buddle,

The parties shall work together to jointly identify which employees whose service increment dates were previously reassigned are entitled to have their service increment date reassigned pursuant to the new amendments to Sections 12.8, 55.5, and 55.6. Should any other bargaining unit employee claim they are entitled to a reassigned service increment date, the Parties shall address the claims on a case-by- case basis.

Sincerely,


Scott Goldstein
Fire Chief
Montgomery County Fire and Rescue Service

* * *

IN WITNESS, WHEREOF, the parties hereto have caused their names to be subscribed hereto by their duly authorized officers and representatives as of the dates indicated below

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

Montgomery County Government
Montgomery County, Maryland


 3/30/2022
Jeffrey Buddle Date
President

 4/1/2022
Marc Elrich Date
County Executive

eSigned via SeamlessDocs.com
 4/18/2022
Key: 728317f7e4152bbf0e8bba97252de...
Scott Goldstein Date
Fire Chief

 3/31/2022
Jennifer Harling, Esq. Date
Chief Labor Relations Officer

Approved for form and legality by:

 3/31/2022
Edward E. Haentling, Jr. Date
Associate County Attorney

Resolution No.: _____
Introduced: _____
Adopted: _____

**COUNTY COUNCIL
FOR MONTGOMERY COUNTY, MARYLAND**

Lead Sponsor: Government Operations & Fiscal Policy Committee

SUBJECT: Collective Bargaining Agreement with Career Fire Fighters Association – Fiscal Year 2023

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. In April 2022, the County Executive submitted to the Council a collective bargaining agreement (the “FY23 Agreement”) between the County government and the International Association of Fire Fighters (“IAFF”). The term of the Agreement begins on July 1, 2022 and ends on June 30, 2024. The collective bargaining agreement (the “FY22 Agreement”) currently in effect between the County and the IAFF ends on June 30, 2022. (Collectively, the FY23 Agreement and FY22 Agreement are referred to in this Resolution as the “Agreements”.)
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 that may require changes in County law or regulation, for FY2023.
5. The County Council has considered these terms and conditions. The Council is required by law to indicate, on or before May 1, 2022, its intention regarding the appropriation of funds or any legislation or regulations required to implement the agreement. The Council may extend the May 1 deadline until May 15.

Action

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

- A. For FY2023, the County Council intends to **approve/reject** the following provisions of the Agreements, which require a change in law, require the appropriation of funds, or may have an increased fiscal impact for FY2023 over FY2022:
1. *Retirement credit for military service.* Under the FY23 Agreement, the Executive agreed to submit to the Council legislation to provide up to 24 months of credited service towards retirement for Group G members with prior U.S. military service. The Executive submitted the proposed legislation to the Council on April 1, 2022. The anticipated increase in County expenditures due to the legislation is \$337,073 for FY2023 over FY2022.
 2. *Working out of class compensation.* The FY23 Agreement provides “working out of class” compensation to certain employees.
 3. *Juneteenth.* Under the FY23 Agreement, the Executive has agreed to propose Juneteenth as an official holiday. The Executive will make this proposal at a future date.
 4. *General wage adjustments.*
 - i. The FY23 Agreement provides for a 4% general wage adjustment effective the pay period beginning October 9, 2022; and 1% general wage adjustment effective the pay period beginning on January 1, 2023. The expected fiscal impact for FY2023 over FY2022 is \$3,815,894.
 - ii. The FY22 Agreement requires the Executive to propose a 2.25% wage adjustment – effective the pay period beginning June 19, 2022 – if certain inflationary conditions were met by March 2022. The inflationary conditions were met and, on April 19, 2022, the Executive proposed the 2.25% wage adjustment for FY23. The fiscal impact of this proposal for FY2023 is \$860,267. The Executive will submit an FY22 supplemental appropriation for the FY2022 portion of this 2.25% adjustment.
 5. *Longevity increments.* The FY23 Agreement requires adjustments to longevity increments. The fiscal impact for FY2023 over FY2022 is estimated at \$1,854,002.
 6. *Service increments.* The FY23 Agreement provides for a 3.5% service increment for eligible bargaining unit members on their anniversary dates. The anticipated fiscal impact for FY2023 over FY2022 is \$900,712.

7. *Prescription drug plan.* The FY23 Agreement makes alterations to the prescription drug plan.
 8. *Line of duty death benefit.* Certain payments for funeral expenses under the FY23 Agreement increase from \$15,000 to \$35,000.
- B. For FY2023, the County Council intends to **approve** any provision of the Agreements:
1. that the Council approved for a prior fiscal year; and
 2. for which the Executive has not identified an increased fiscal impact for FY2023 over FY2022.
- C. The County Council intends to **reject** the provision of the Agreements that would increase the County share of non-HMO group insurance premiums from 75% to 80%. The Council intends to approve the group insurance cost share as currently adopted by the Council for FY2022.

This is a correct copy of Council action.

Judy Rupp, Clerk of the Council