

Resolution No.: 16-957
Introduced: May 13, 2009
Adopted: May 13, 2009

**COUNTY COUNCIL
FOR MONTGOMERY COUNTY, MARYLAND**

By: Management and Fiscal Policy Committee

SUBJECT: Collective Bargaining Agreement with Career Fire Fighters Association

Background


1. Section 510A of the County Charter authorizes the County Council to provide by law for collective bargaining with binding arbitration with authorized representatives of County career fire fighters.
2. Chapter 33, Article X of the County Code implements Section 510A of the Charter and provides for collective bargaining by the County Executive with the certified representatives of the County's fire fighters and for review of the resulting contract by the Council.
3. The Executive and Local 1664, International Association of Fire Fighters, have agreed on amendments to the existing contract for the 3-year period beginning July 1, 2008. The Memorandum of Agreement is attached to this Resolution.
4. The Executive has submitted to the Council the terms and conditions of the collective bargaining agreement that require or may require an appropriation of funds or changes in any County law or regulation.
5. The Management and Fiscal Policy Committee considered the agreement at a worksession on May 8, 2009, and recommends approval of the amendments.
6. The County Council has considered these terms and conditions and is required by law to indicate on or before May 15 its intention regarding the appropriation of funds or any legislation or regulations required to implement the agreement.

Action

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

The County Council intends to appropriate the funds and approve the changes in law or regulations necessary to implement the firefighters bargaining unit collective bargaining agreement for the period July 1, 2008 through June 30, 2011.

This is a correct copy of Council action.



Linda M. Lauer, Clerk of the Council

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

The Montgomery County Government (Employer) and the Montgomery County Career Fire Fighters Association, International Association of Fire Fighters, Local 1664 (Union), agreed that their collective bargaining agreement effective July 1, 2008, through June 30, 2011, is subject to the amendments shown on the following pages.

Please use the key below when reading this document:

- | | |
|----------------------------|--|
| <u>Underlining</u> | <i>Added to existing agreement by recent bargaining.</i> |
| Boldface | <i>Heading or defined term.</i> |
| [Single boldface brackets] | <i>Deleted from existing agreement by recent bargaining.</i> |
| * * * | <i>Existing language unchanged by parties</i> |

The parties agree to amend the contract as follows:

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ARTICLE 6 – ANNUAL LEAVE

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Section 6.15 Personal Leave

At the beginning of each leave year, each bargaining unit member assigned to a 2,496-hour work year shall be credited with 48 hours of personal leave to be used for any purpose. Each bargaining unit member assigned to a 40- or 42-hour work week shall be credited with a prorated number of hours of personal leave.

The days must be used in full shifts (no partial shifts) and must be used during the leave year. All unused days are forfeited at the end of the leave year. Requests to use personal leave days will need to be scheduled and authorized in the same manner as annual leave is scheduled and approved. Personal leave benefit will be pro-rated for part-time employees.

This additional personal leave will be taken and used without additional personnel costs or use of overtime to backfill for unit members on personal leave.

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ARTICLE 7 – SICK LEAVE

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

Accumulated sick leave must be forfeited upon separation for any purpose other than retirement. Accumulated sick leave is creditable for retirement purposes as provided in the employee's retirement system of Montgomery County.

Unused sick leave of any employee separated from County service that is subject to forfeiture shall be placed in a sick leave donation bank to be maintained by MCCFFA for the use of employees in need of sick leave donation.

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ARTICLE 19 – WAGES

Section 19.1 Wage Increase

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F. The 4 percent wage increase scheduled under Section 19.1 C. to be effective the first full pay period on or after July 1, 2009 shall be postponed and shall not be effective during FY10. Salary-based benefits shall not be diminished as a result of the postponement, and such benefits will be calculated as if the postponed wage increase had been received as scheduled.

G. Parity. The parties recognize the economic situation facing the County, particularly the shortfall in projected revenues for FY10. The County is calling on all of its employees to come together to deal with this grave situation. The Union and the County Executive, on his own behalf and on behalf of the non-represented employees in County leadership positions, are willing to make financial sacrifices in FY10, and the parties call on each member of the County Council to make similar sacrifices. Postponement of the general wage increase described in Section F above shall be rescinded and the County Executive agrees to promptly seek funding from the County Council to retroactively pay such general wage increase unless (a) the County Executive returns to the County the net mandated pay increase required to go into effect in December 2009 under Section Sec. 1A-106 of the Code and (b) no general wage adjustment is given in FY10 to any appointed member of the Senior Management

Team. The Parties recognize and agree that this provision does not impact salary schedule step increases.

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ARTICLE 30 – DISCIPLINE

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Section 30.3 Disciplinary Examinations

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C. Prior to an examination, the Employer agrees to inform the Union representative in writing (which may be done by email communication) of the subject of the examination. The representative must also be allowed to speak privately with the employee before the examination. The Union representative must be allowed to speak during the interview. However, the Union representative does not have the right to bargain over the purpose of the interview. The Union representative can, however, request that the employer representative clarify a question so that the employee can understand what is being asked. When the questioning ends, the Union representative can provide additional information to the employer representative. Before providing such information, the Union representative and the employee may briefly meet privately for purposes of discussion.

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

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C. The employee, and at the employee's discretion, the union, shall be notified by the investigating official in writing of the alleged charges or conduct for which the employee is being investigated upon notification of interview/examination being scheduled. An email communication is sufficient to meet the writing requirement under this section.

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Section 30.8 Donation of Forfeited Annual Leave

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

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ARTICLE 33 – MCFRS AWARDS COMMITTEE AND EMPLOYEE RECOGNITION

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D. IAFF members who are bargaining unit employees shall be authorized to wear and display the IAFF logo on all uniforms issued or authorized by the County. The IAFF Logo shall be in the form of either a patch, pin, silk screened or embroidered logo. In addition all IAFF members who are bargaining unit employees shall be authorized to wear an IAFF logo patch on all County issued turnout gear and an IAFF logo helmet sticker on all issued or approved structural fire fighting helmets. The specific IAFF logos authorized under this section shall be determined by the Union. Location and size of the union insignia identified in this section will be determined by the Union, subject to the reasonable approval by the Fire Chief. All costs associated with the installation of the union insignia will be at the expense of the employee.

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ARTICLE 35 – HEALTH AND SAFETY

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35.6 Access to Centers

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

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ARTICLE 49 – COMPENSATORY TIME

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Section 49.4 Compensatory Leave Credit

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

hours of compensatory leave on their service increment date. This compensatory leave must be used as leave.

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ARTICLE 51 – PENSIONS

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F. Prior to September 1, 2009, the Employer shall submit legislation to the County Council providing that the representative selected by MCCFFA and approved by the County Executive to serve on the Board of Investment Trustees shall be designated as an *Ex Officio* member.

G. The employer shall submit legislation to the County Council on or before September 1, 2009 providing that, for purposes of retirement benefit calculation, all bargaining unit members shall be credited at the annual salary amount as if the postponed four (4) percent general wage increase had been paid in FY 2010.

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Summary of Proposed Concession Agreement with IAFF for FY 2010

No	Article/ Subject	Summary of change	Requires appropriation of funds	Present or future fiscal impact	Requires legislative change	Consistent with Personnel Regulations	Notes
1.	6, Annual Leave	<p>At the beginning of the leave year, members will receive personal leave</p> <p>Members working 2,496 hour work year will receive 48 hours and members working 40 or 42 hour work weeks or part-time will receive a prorated amount</p> <p>Days must be used in full shifts and will be used without additional personnel costs or overtime to backfill</p>	No	No	No		
2.	7, Sick Leave	<p>Upon separation from County service, forfeited sick leave will be placed in a sick leave donation bank to be maintained by MCCFFA</p>	No	No	No		
3.	19, Wages	<p>The 4% GWA for FY 10 will be postponed and will not be effective during FY 10.</p> <p>Salary benefits shall be calculated as if the 4.25% had been received</p>	No	Yes	No		
4.	19, Wages	<p>Parity; County Executive returns net mandated increase for Dec 2009; no GWA in FY10 for any appointed member to the Senior Management Team</p> <p>Provision does no impact salary schedule step increases</p>	No	No	No		
5.	30, Discipline	<p>Employees and Union representatives will be notified in writing prior to a disciplinary examination of the alleged charges or conduct being investigated</p> <p>Email communication will be sufficient</p>	No	No	No		

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6.	30, Discipline When an employee accepts a forfeiture of annual leave in lieu of suspension, he/she may elect to have the forfeited sum (the salary-based value of the annual leave) donated to the Union's Welfare and Benefit Fund upon written notice to the employer.	No	Yes	No	No
7.	33, Recognition IAFF members shall be authorized to wear and display IAFF logo on all uniforms, turnout gear, and helmets issued/approved by the County Logo, size and location to be determined by the Union, subject to reasonable approval by the Fire Chief All costs are at the expense of the employee	No	No	No	No
8.	35, Health and Safety All bargaining unit employees will have access to and use of recreation center gyms/weight rooms and aquatic centers free of charge	No	Yes	No	No
9.	49, Compensatory Time Members working a 2,496 work year and are at Step O, LS1 or LS2 will receive 72 hours of compensatory leave on their service increment date Members working 40 or 42 hour work week and are at Step O, LS1 or LS2 will receive a prorated number of hours of compensatory leave This will occur on a one time basis This compensatory leave must be used as leave	No	Yes	No	No
10.	51, Pensions Legislation shall be provided that the IAFF Local 1664 representative to the Board of Investment Trustees to be designated as an Ex Officio member	No	No	Yes	No

Summary of Concession Agreement with IAFF for FY 2010

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11.	51, Pensions	County will submit proposed legislation to the Council regarding the retirement benefit calculation, allowing all bargaining unit members to be credited at the annual salary amounts as if a 4% general wage adjustment had been paid in FY-2010.	No	Yes	Yes		
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