



Committee: GO
Committee Review: At a future date
Staff: Christine Wellons, Senior Legislative Attorney
Purpose: To introduce agenda item – no vote expected

CORRECTED
AGENDA ITEM #4A
April 9, 2024
Introduction

SUBJECT

Bill 9-24, Group G Pension – Social Security Integration

Lead Sponsor: Council President at the request of the County Executive

EXPECTED ATTENDEES

None

COUNCIL DECISION POINTS & COMMITTEE RECOMMENDATION

- N/A

DESCRIPTION/ISSUE

Bill 9-24 would:

- (1) amend Group G pension amount for the Integrated Retirement Plan; and
- (2) generally amend the law regarding retirement benefits for Group G members.

SUMMARY OF KEY DISCUSSION POINTS

N/A

This report contains:

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Fiscal Impact Summary	© 7
Memorandum of Agreement (MOA)	© 8

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M E M O R A N D U M

April 4, 2024

TO: County Council

FROM: Christine Wellons, Senior Legislative Attorney

SUBJECT: Bill 9-24, Group G Pension – Social Security Integration

PURPOSE: Introduction – no Council votes required

Bill 9-24, Group G Pension – Social Security Integration, sponsored by the Council President at the request of the County Executive, is scheduled for introduction on April 9, 2024. A public hearing is tentatively scheduled for April 23, 2024.

Bill 9-24 would:

- (1) amend Group G pension amount for the Integrated Retirement Plan; and
- (2) generally amend the law regarding retirement benefits for Group G members.

The bill is proposed by the County Executive as a result of the newly negotiated Memorandum of Agreement between the Montgomery County Government and the International Association of Firefighters (Local 1664 AFL-CIO). Article 51 of the Agreement required the Executive to submit the agreed upon legislation no later than September 2024.

Under the bill, eligible bargaining unit members would receive enhanced pension benefits. County expenditures would increase by approximately \$600,000 in FY25, and \$1.2 million annually after FY25.

This packet contains:

Bill 9-24
County Executive Memorandum
Fiscal Impact Summary
Memorandum of Agreement (MOA)

Circle #

© 1
© 6
© 7
© 8

Bill No. 9-24
Concerning: Group G Pension – Social
Security Integration
Revised: April 2, 2024 Draft No. 1
Introduced: April 9, 2024
Expires: December 7, 2026
Enacted: _____
Executive: _____
Effective: _____
Sunset Date: none
Ch. _____, Laws of Mont. Co. _____

COUNTY COUNCIL FOR MONTGOMERY COUNTY, MARYLAND

By: Council President at the Request of the County Executive

AN ACT to:

- (1) amend Group G pension amount for the Integrated Retirement Plan; and
- (2) generally amend the law regarding retirement benefits for Group G members.

By amending

Montgomery County Code
Chapter 33, Personnel and Human Resources
Section 33-42

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:

Sec. 1. Section 33-42 is amended, as follows:

Article III. Employees' Retirement System.

Division 3. Benefits.

* * *

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

* * *

(b) *Amount of pension at normal retirement date.*

* * *

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

* * *

(E) The County must compute the annual pension of a Group G member in the integrated retirement plan who retires on a normal retirement as follows:

(i) from the date of retirement to the month that the member reaches Social Security retirement age, the following percentages of average final earnings apply:

(a) 2.6 percent, for each of the first 25 years of credited service; and

(b) 1.25 percent, for each year of credited service of more than 25 years to a maximum of 31 years, plus sick leave credits; and[;]

(c) 5 percent for each year of credited service received for accumulated sick leave; and

(d) 0 percent for years after year 31 (except sick leave credits referred to in subclause (c)); and

- (ii) from the month the member reaches Social Security retirement age, the percentages specified in clause (i) must be reduced, respectively, by the following percentages of average final earnings for the portion of any amount equal to or less than the Social Security maximum covered compensation in effect on the date of retirement:
- (a) 0.81250 percent, for each of the first 25 years of credited service;
 - (b) 0.390625 percent for each year of credited service of more than 25 years, to a maximum of 31 years, plus sick leave credits; and
 - (c) 1.5625 percent, for each year of credited service received for accumulated sick leave.
- (iii) The County must increase the initial amount of a pension computed under (ii) above by the cost-of-living adjustments provided under Section 33-44(c) for the period from the member's date of retirement to the month in which the member reaches Social Security retirement age.
- (iv) The County must prorate any portion of a year described in this subparagraph.
- (v) Effective the effective date of this amendment from the date of retirement to the month that the member reaches the maximum Social Security retirement benefit age, the following percentages of average final earnings apply:

- 54 (a) 2.6 percent, for each of the first 25 years of
- 55 credited service; and
- 56 (b) 1.25 percent, for each year of credited service
- 57 of more than 25 years to a maximum of 31
- 58 years, plus sick leave credits; and
- 59 (c) 5 percent for each year of credited service
- 60 received for accumulated sick leave; and
- 61 (d) 0 percent for years after year 31 (except sick
- 62 leave credits referred to in subclause (c)); and
- 63 (vi) from the month the member reaches the maximum
- 64 Social Security retirement benefit age, the
- 65 percentages specified in clause (v) must be reduced,
- 66 respectively, by the following percentages of average
- 67 final earnings for the portion of any amount equal to
- 68 or less than the Social Security maximum covered
- 69 compensation in effect on the date of retirement:
- 70 (a) 0.81250 percent, for each of the first 25 years
- 71 of credited service;
- 72 (b) 0.390625 percent, for each year of credited
- 73 service of more than 25 years, to a maximum
- 74 of 31 years, plus sick leave credits; and
- 75 (c) 1.5625 percent, for each year of credited
- 76 service received for accumulated sick leave.
- 77 (vii) The County must increase the initial amount of a
- 78 pension computed under (vi) above by the cost-of-
- 79 living adjustments provided under Section 33-44(c)
- 80 for the period from the member's date of retirement

81 to the month in which the member reaches the
 82 maximum Social Security retirement benefit age.

83 (viii) The County must prorate any portion of a year
 84 described in this subparagraph.

85 (F) For a Group J member in the integrated retirement plan who
 86 retires on a normal retirement, the annual pension must be
 87 computed as follows:

88 * * *




OFFICE OF THE COUNTY EXECUTIVE

Marc Elrich
County Executive

MEMORANDUM

April 2, 2024

TO: Andrew Friedson, President
Montgomery County Council

FROM: Marc Elrich, County Executive 

SUBJECT: Memorandum of Agreement between the County and IAFF

I have attached for review the Memorandum of Agreement resulting from the recent negotiations between the Montgomery County Government and the Montgomery County Career Fire Fighters Association, International Association of Fire Fighters, Local 1664, AFL-CIO (IAFF). The agreement reflects the changes to the existing Collective Bargaining Agreement. I have attached a draft of legislative changes that we are proposing, as well as a summary of all changes made within the agreement, that must be submitted to the County Council by April 1, 2024. The agreement is effective July 1, 2024, through June 30, 2026.

I have also attached a summary of the agreed upon items as well as a copy of the fiscal impact statement referenced in the Workforce/Compensation chapter of my budget to assist in your review of the document. The items will take effect for the first time in FY2025 and have a fiscal impact in FY2025.

ME:jh

Attachment

Cc: Richard S. Madaleno, Jr., Chief Administrative Officer
Traci Anderson, Director, Office of Human Resources
Jennifer Bryant, Director, Office of Management and Budget
Jennifer Harling, Esq., Chief Labor Relations Officer
John P. Markovs, County Attorney, Office of the County Attorney

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>FY25</u>	<u>Beyond FY25</u>	
17	Special Duty Differentials	Fire Investigative Unit Bomb Tech Differential of 3.2% of the Fire Fighter III Step H base pay	\$44,707	\$46,160	
17	Special Duty Differentials	Fire Captain Serving as Station Commander Differential of 3.2% of the Captain, Step J base pay for one Captain from the Fire Investigation Unit and One Captain from Technical Operations	\$10,890	\$11,244	
17	Special Duty Differentials	Tactical Emergency Casual Care Certification Pay of \$500 annually	\$16,556	\$16,556	
19.1	Wages	3.5 Percent General Wage Adjustment in July 2024	\$4,300,125	\$4,472,131	1,122
19	Longevity	Longevity Step Increases of 3.5 Percent for Eligible Employees	\$256,247	\$636,247	145
22	Prevailing Rights	Individual Plastic Water Bottles on Each Apparatus	\$12,111	\$0	
35.8	CISM and Peer Support Teams	Overtime for Training to Participate on Peer Support Teams	\$31,711	\$0	30
35.11	Health and Safety	Reimbursement for Cancer Screenings of up to \$350 once every 36 months for ultrasound testing that includes, but is not limited to, echocardiogram, carotid doppler, abdominal aortic aneurysm, thyroid abdominal bladder, testicular, or pelvic screenings.	\$261,030	\$43,505	1,122
Side Letter	Health and Safety	One-time Reimbursement for Multi Cancer Early Detection Blood Screening of up to \$800	\$745,800	\$248,600	1,122
40.5	Employee Status	Reimbursement for Pro Board Certification ligible courses obtained during Initial Recruit Training at the MCFRS PSTA for employees obtaining bargaining unit status	\$3,675	\$3,675	
51	Pensions	Social Security Benefit Age Adjustment to Pension Calculation	\$618,937	\$1,237,873	
54.2	Tuition Assistance	An increase of \$35,000 in available tuition assistance funds. If funds exhausted in the first six months of the fiscal year an additional \$35,000 will be made available.	\$70,000	\$70,000	
55	Service Increments	Service Increment of 3.5 Percent for Eligible Employees	\$851,721	\$1,531,239	500
Total			\$7,223,511	\$8,317,229	1,122

Fire and Rescue Uniformed Management Pass-Through Estimates

<u>Item</u>	<u>Description</u>	<u>Annual Cost</u>		<u>Estimated # affected**</u>
		<u>FY25</u>	<u>Beyond FY25</u>	
Wages	3.5 Percent General Wage Adjustment in July 2024	\$279,968	\$291,167	43
Service Increments	Service Increment of 3.5 Percent for Eligible Employees	\$2,370	\$3,641	2
Health and Safety	Reimbursement for Cancer Screenings of up to \$350 once every 36 months for ultrasound testing that includes, but is not limited to, echocardiogram, carotid doppler, abdominal aortic aneurysm, thyroid abdominal bladder, testicular, or pelvic screenings.	\$9,030	\$1,505	
Health and Safety	One-time Reimbursement for Multi Cancer Early Detection Blood Screening of up to \$800	\$25,800	\$8,600	
Total		\$317,168	\$304,913	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.

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

The Montgomery County Government (Employer) and the International Association of Fire Fighters (Local 1664 AFL-CIO) conducted negotiations pursuant to Section 6-54, et seq., of the Montgomery County Code for the Collective Bargaining Agreement for the term July 1, 2024, through June 30, 2026. 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:

Underlining *Added to the existing collective bargaining agreement.*

[Single boldface brackets] *Deleted from the existing collective bargaining agreement.*

*** *Existing language unchanged by the parties*

The parties agree to amend the contract as follows:

Article 6.3
Annual Leave

Section 6.3 C. Leave Year and Annual Leave Procedure.

Kelly Day Selections shall occur each year prior to the annual leave selection process.

Article 7
Sick Leave

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

Accumulated sick leave must be forfeited upon separation for any purpose other than retirement. Accumulated sick leave is creditable for retirement purposes as provided in the employee's retirement system of Montgomery County. Unused sick leave of any employee separated from service that is subject to forfeiture shall be placed in a sick leave donation bank to be maintained by MCCFFA for the use of employees in need of sick leave donations. Beginning on October 30, 2024, and quarterly thereafter, the Employer and MCCFFA

will jointly reconcile and validate the ending balance of the sick leave donations bank.
Any employee who suffers an occupational illness or injury while working either a 2,496-hour or 2,184-hour per year schedule and who is placed on light duty because of that occupational illness or injury shall have his/her sick leave calculated towards his/her retirement benefits as if he/she were still working a 2,496-hour or 2,184-hour per year schedule, as applicable.

Section 7.14 Use of Sick Leave Donation for Inpatient Care

D. A bargaining unit employee who is admitted for inpatient care at the IAFF Center of Excellence or other use leave from the inpatient facility for behavioral health treatment, alcohol treatment, or other substance abuse treatment shall be eligible to Section 7.9 sick leave donation bank. However, the bargaining unit employee will not be subject to leave exhaustion requirement in Section 7.14 (A)(1)(d) or be prevented from accruing leave pursuant to 7.14(C).

Article 10
Disability Leave

Section 10.5 Work Related Examinations.

A. Before an employee returns to work after an absence which is the result of a job-related injury, illness or has been out 15 or more calendar days as a result of non-job-related personal injury or illness the employee must report to Fire/Rescue Occupational Medical Services for a clearance to return to work medical examination. Employees who are scheduled to report to FROMS for a return-to-work medical examination shall have the option to be scheduled by FROMS for their examination on a day they are not scheduled to work and be eligible for overtime compensation for the time they are present at FROMS. The appointment must be scheduled prior to the employee's next regularly scheduled workday when FROMS is open.

Section 10.6 Change in Work Status

D. A bargaining unit employee who is placed in a light duty status and directed by the Fire Rescue Occupational Medical Service (FROMS) to obtain a follow-up medical evaluation or medical treatment following their annual physical shall remain on the same work schedule they were assigned to immediately prior to being removed from full duty until cleared for a return to full duty by FROMS. A bargaining unit employee who is placed in a no duty status by FROMS as a result of a medical condition (non-injury related) requiring specialist follow-up found during their annual physical will be placed on administrative leave until cleared for a return to full duty by FROMS for a 45-day maximum.

Article 13
Rate/Type of Compensation

Section 13.3 Working Out of Class Compensation

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, or when acting as a primary apparatus unit officer while the Lieutenant/Captain has upgraded as an ALS resource, 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. The Firefighter III will submit total hours for compensation at the end of a 6-Month period.

Article 17
Special Duty Differentials

Section 17.1 Fire investigation Unit

- C. Fire Investigation Unit
Assignment: 3.20% of the Firefighter III, Step H Base Pay
Bomb Technician: 3.20% of the Firefighter III, Step H Base Pay

Note: All bargaining unit personnel assigned to the Fire Investigative Unit who are also Bomb Technicians shall receive both assignment pays as specified herein.

- D. Fire Captain Serving as
Station Commander: 3.20% of the Captain, Step J base pay

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

One Captain from the Fire Investigative Unit and one Captain from Technical Operations shall be eligible for station commander pay pursuant to this subsection.

- L. Bargaining unit employees who complete the Tactical Emergency Casualty Care ("TECC") course and are assigned to Station 23 shall be entitled to Certification Pay of \$500 annually.

Article 19
Wages

Section 19.1 General Wage Adjustment

[A. 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.]

[B.

1. Effective the pay period beginning on October 9, 2022, the base salary for all bargaining unit members shall be increased by 4.0%.
2. Effective the pay period beginning on January 1, 2023, the base salary for all bargaining unit members shall be increased by 1.0%.
3. Effective the pay period beginning on July 16, 2023, the base salary for all bargaining unit members shall be increased by 3.2%.]

Effective the pay period beginning on July 14, 2024, the base salary for all bargaining unit members shall be increased by 3.5%.

Effective the pay period beginning on July 13, 2025, the base salary for all bargaining unit members shall be increased by 3.25%.

[Footnote 13: 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, will considered fully funded and implemented if LS1 is funded by County Council.]

[NOTE: Subsequent footnotes will be renumbered]

Article 20
Insurance Benefits Coverage and Premiums

Section 20.14. [Voluntary] Optional Benefits

- A. Bargaining unit employees shall be eligible to participate in the following programs provided they pay 100% of the premiums.
1. Long Term Care. Unit members are eligible to participate in the County-sponsored Long Term Care Program at the cost established by the carrier.
 2. [Critical Illness Insurance. CI Insurance provides a lump sum benefit amount to be paid upon diagnosis of the following conditions; heart attack, stroke, end-stage renal failure; major organ transplant/failure, invasive cancer, non-invasive cancer, coronary artery disease bypass, paralysis as a result of an accident, health screening, loss of sight, hearing or speech, coma, burns.]
 3. [Short Term Disability. STD Insurance provides replacement for on and off the job sickness and accident for both full and partial disability benefits. The minimum and maximum benefits shall be established by the carrier.]
 - [4.]2. Real Estate Rebate Program. A real estate program to assist home buyers and sellers identity qualified real estate professionals to navigate the home ownership process. Assistance may be provided in choosing real estate agents, household goods movers, mortgage lenders related to buying and selling real estate. Rewards, if any, are determined and awarded by the carrier.
- B. Through October 1, 2024, bargaining unit employees who have already elected to participate shall be eligible to participate in the following programs provided they pay 100% of the premiums.
1. Critical Illness Insurance. CI Insurance provides a lump sum benefit amount to be paid upon diagnosis of the following conditions: heart attack, stroke, end-stage renal failure; major organ transplant/failure, invasive cancer, non-invasive cancer, coronary artery disease bypass, paralysis as a result of an accident, health screening, loss of sight, hearing or speech, coma, burns.
 2. Short Term Disability. STD Insurance provides replacement for on and off the job sickness and accident for both full and partial disability benefits. The minimum and maximum benefits shall be established by the carrier.
- C. The Employer will notify participating bargaining unit employees on or before July 15, 2024, that the Employer will no longer collect and submit premiums for the programs described in Section B above as of October 1, 2024.

Article 22
Prevailing Rights

Section 22.2 Notice and Opportunity to Submit Comments

B. Such written notice shall be addressed to the President of the Union and shall be sent [to him] by [regular and] electronic mail. Such [written] notice shall include an explanation and/or description of the new or revised Directive, MCFRS Bulletin, Policy, Procedure, or Instruction and the date on which the Employer intends to implement it.

C. The Union shall have thirty (30) calendar days from the date upon which the President of the Union receives written notice to submit written comments or, if appropriate, proposals regarding the new or revised Directive, MCFRS Bulletin, Policy, [or] Procedure, or Instruction. During the thirty (30)-day period, the Union may request to meet and confer with the Employer regarding the new or revised Directive, MCFRS Bulletin, Policy, [or] Procedure, or Instruction. The Employer will make all reasonable efforts to accommodate the Union's request to meet and confer. If the Union submits proposals on negotiable matters, the parties shall meet to discuss such proposals during and, if necessary, after the expiration of the thirty (30)-day period.

Article 23
Hours of Work

Section 23.4. Training [and Prevention]

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

Section 23.6 Absent Without Official Leave

A. An employee who fails to report for duty as scheduled or who leaves the work site prior to the end of the scheduled workday without the approval of a supervisor, or has utilized annual or compensatory leave without a sufficient combined total balance to cover the time off will be:

1. considered absent without leave;
2. placed in a non-pay status for the period in question, and
3. subject to appropriate disciplinary action or termination

Article 28
Transfers

Section 28.7 Voluntary Transfer

Voluntary transfers shall be given serious consideration over involuntary transfers, provided that the voluntary transfer applicant meets the minimum qualifications for the vacancy. At such times that only one bargaining unit employee has requested a voluntary transfer to a vacant position, the employer will consider transferring an employee who has spent less than the prescribed period of time in the employee's current assignment. A bargaining unit employee who seeks a voluntary transfer shall submit an electronic request via an appropriate computer program. The computer program shall send a detailed electronic receipt to the employee following submission of the transfer request. If a supervisor submits comments relating to an employee's transfer request, the employee shall receive a copy and shall have the opportunity to respond to the supervisor's comments prior to the Division Chief's final decision regarding the transfer.

Within [90] 30 calendar days of receiving the request, the Division Chief must inform the employee if the request is granted, held or denied. A voluntary transfer request will remain held for a period of twelve months, until the desired transfer is granted, or the employee rescinds the request, whichever occurs first. At each transfer meeting, the Employer shall identify to the Union those employees whose transfer requests have expired.

Article 29
Promotions

Section 29.6 Class Schedule for Promotions

A. Classes required for promotion through Fire/Rescue Captain will be scheduled both for the spring and fall semesters on a shift rotation basis including night and weekend classes for daywork personnel. 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. 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).

Section 29.8. Promotional Procedures

A. Absent extenuating circumstances, promotional exams for the ranks of Master Firefighter-Captain shall be administered between September 15 – November 30 of their corresponding even/odd years. The Department shall ensure the exam dates do not fall on any holidays listed in Article 16, or on weekends contiguous to those holidays.

B. Upon certification of the final promotional eligibility list the employer shall provide the IAFF President with a confidential copy of the list in ranked order from the highest numbered

candidate to the lowest numbered candidate. The IAFF President shall be permitted to use the ranked list to fulfill their representational duties.

Article 35
Health and Safety

Section 35.8 Critical Incident Stress Management and Peer Support

1. MCFRS Peer Support & Critical Incident Stress Management (PS-CISM) Team

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

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

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

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

2. IAFF Peer Support

A. The employer will support a total capacity of thirty (30) bargaining unit employees on the IAFF Peer Support team. A maximum of (15) at any given time shall be authorized to attend up to 30 hours of initial training. These bargaining unit employees shall be considered on a detail when attending such training courses during normally scheduled work hours; and shall be compensated at 1-1/2 times their regular rate of pay for all time spent in such training courses on their day(s) off. IAFF shall cover any fees that are required to enroll in the courses.

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

B. In addition, bargaining unit employees who are IAFF Peer Support Team members shall be permitted to attend up to thirty (30) hours of peer support related training classes every two years. Bargaining unit employees shall be considered on a detail when attending in-person training during their normally scheduled work hours; and shall be compensated at 1-1/2 times their regular rate of pay for all time spent in such meetings on their day(s) off. IAFF shall cover any fees that are required to enroll in the courses. [FN] IAFF Peer Support Team members will be appointed by the IAFF President.

[NOTE: the footnote shall be consecutively numbered in the parties' Agreement and subsequent footnotes renumbered]

Section 35.11 Reimbursement of Cancer Screenings

- A. Bargaining unit employees shall be eligible to be reimbursed by the Employer up to three-hundred-and-fifty-dollars once every 36 months for ultrasound testing that includes, but is not limited to, echocardiogram, carotid doppler, abdominal aortic aneurysm, thyroid abdominal bladder, testicular, or pelvic screenings.
- B. Requests for reimbursement shall be submitted within 90 days of receiving the test results and the Employer shall process payment to the employee within 90 days after receipt of reimbursement request.

Article 40 Employee Status

Section 40.2 Posting of Seniority List

The Employer shall post annually a current seniority list. The Employer shall submit the proposed seniority list to the Union by ~~[August 15]~~July 10 of each year. Thereafter, within seven (7) calendar days of receipt of a draft seniority list from the Union, the Employer shall post the draft list at all work sites. Employees may then submit objections to the draft list to the Union within the time indicated on the draft list (as determined by the Union), following which the Union and the Employer shall prepare a final seniority list. The Employer shall post the final seniority list at all work sites within seven (7) days of an agreed upon list.

Section 40.5 Pro Board Certification

- A. Effective 07/01/2024, each employee obtaining bargaining unit status upon the completion of probation will be reimbursed for Pro Board certification-eligible courses obtained during initial Recruit Training at the MCFRS PSTA.
- B. To be eligible for reimbursement, employees must submit a voucher/receipt from the MFSPQB to the MCFRS Training Chief, or designee, within 90 days of receiving in-hand certification from the MFSPQB. The Employer shall process payment to the employee within 90 days after receipt of the reimbursement request.

Article 50
Duration of Contract

Section 50.1 Two Year Agreement

The duration of this Agreement shall be from July 1, [2022]2024, through June 30, [2024]2026.

Article 51
Pensions

Section 51 Pensions

L. The employer will submit proposed legislation to the County Council on or before September 1, 2024, amending Section 33-42 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.

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

(b) Amount of pension at normal retirement date.

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

(E) The County must compute the annual pension of a Group G member in the integrated retirement plan who retires on a normal retirement as follows:

(i) from the date of retirement to the month that the member reaches the maximum Social Security retirement benefit age, the following percentages of average final earnings apply:

(a) 2.6 percent, for each of the first 25 years of credited service;

(b) 1.25 percent, for each year of credited service of more than 25 years to a maximum of 31 years, plus sick leave credits; and

(c) 5 percent for each year of credited service received for accumulated sick leave; and

(d) 0 percent for years after year 31 (except sick leave credits referred to in subclause (c)); and

(ii) from the month the member reaches the maximum Social Security retirement benefit age, the percentages specified in clause (i) must be reduced, respectively, by the following percentages of average final earnings for the portion of any amount equal to or less than the Social Security maximum covered compensation in effect on the date of retirement:

(a) 0.81250 percent, for each of the first 25 years of credited service;

(b) 0.390625 percent for each year of credited service of more than 25 years, to a maximum of 31 years, plus sick leave credits; and

(c) 1.5625 percent, for each year of credited service received for accumulated sick leave.

(iii) The County must increase the initial amount of a pension computed under (ii) above by the cost-of-living adjustments provided under Section

33-44(c) for the period from the member's date of retirement to the month in which the member reaches the maximum Social Security retirement benefit age.

(iv) The County must prorate any portion of a year described in this subparagraph.

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

The County Executive will comply with Montgomery County Code 33-153(l) by including funding for this proposal in his proposed annual operating budget for the fiscal year in which the legislation would take effect.

Article 54 Tuition Assistance

Section 54.2 Tuition Assistance

Employee tuition assistance is available to bargaining unit employees on a first-come, first-served basis. Once the tuition assistance funds are depleted for the fiscal year, tuition assistance is not available until the next year. [Sixty-five thousand (\$65,000)] One-hundred thousand (\$100,000) in tuition assistance funds shall be made available each fiscal year to bargaining unit employees. If tuition assistance funds are exhausted in the first six months of the fiscal year, an additional thirty-five thousand (\$35,000) will be made available to bargaining unit employees.

The following page contains signature page.

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.

International Association of Fire Fighters
Local 1664

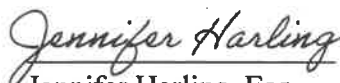
Montgomery County Government
Montgomery County, Maryland


Jeffrey Buddle
President

04/01/2024
Date


Marc Elrich
County Executive

4/2/24
Date


Jennifer Harling, Esq.
Chief Labor Relations Officer

4/1/2024
Date


Gary Cooper
Interim Fire Chief

4/1/24
Date

Approved for form and legality by:


Edward E. Haenfling, Jr.

4/1/2024
Date

Assistant County Attorney

Side Letter – Prevailing Rights

[ON FIRE CHIEF LETTERHEAD]

[DATE]

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: Section 22(S) Prevailing Rights

President Buddle,

During negotiations between Montgomery County Government (“Employer”) and the Montgomery County Career Firefighters Association, IAFF Local 1664 (“Union”) over a successor collective bargaining agreement effective July 1, 2024, certain issues were raised by the Union regarding drinking water stored in apparatus coolers. The Employer agrees to refer this matter to the concern to the Joint Health and Safety Committee.

The Joint Health and Safety Committee shall add this matter to its agenda for its April 2024 meeting. The Committee shall issue written recommendations related to such matter in accordance with the procedures provided for under Article 35 of the CBA. Committee Recommendations shall be made to the Fire Chief and Union President for consideration in adopting changes or implementing action(s) related to the parties’ concern on apparatus drinking water no later than July 1, 2024.

If any recommendations are not adopted by July 1, 2024, the Employer will provide individual plastic water bottles on each apparatus until such time as the recommendations are adopted.

Sincerely,

Gary S. Cooper
Acting Fire Chief
Montgomery County Fire and Rescue Service

Side Letter – Float Officer Subcommittee

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: Float Officers

President Buddle,

The Fire Chief agrees to reconvene the subcommittee previously agreed to under Section 34.C to continue reviewing the use of float officers and the feasibility of assigning float officers to a specific fire station.

The subcommittee shall issue a report consistent with the procedures outlined in Section 34.C no later than December 1, 2024.

Sincerely,

John V. Kinsley
Interim Fire Chief
Montgomery County Fire and Rescue Services

Side Letter – Class Schedules for Class A Drivers Course

[ON FIRE CHIEF LETTERHEAD]

[DATE]

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: Schedule for Class A Drivers Course

President Buddle,

During negotiations between Montgomery County Government (“Employer”) and the Montgomery County Career Firefighters Association, IAFF Local 1664 (“Union”) over a successor collective bargaining agreement effective July 1, 2024, certain issues were raised by the Union regarding the Class A Drivers Course.

The parties have a mutual interest in providing opportunities for bargaining unit members at the rank of FFIII and Master Firefighter who are assigned to day work to obtain training in Class A Apparatus driving. Effective July 1, 2024, the Class A Drivers Course will be scheduled on an annual rotating basis (A, B, C shifts & nights/weekends). In the event a nights/weekends offering is cancelled due to low enrollment, the next nights/weekends class shall be held so long as there is a minimum enrollment of 3 personnel.

Sincerely,

Gary S. Cooper
Acting Fire Chief
Montgomery County Fire and Rescue Service

Side Letter – Reimbursement for Multi Cancer Early Detection Blood Screening

[ON CAO LETTERHEAD]

[DATE]

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

Dear President Buddle:

During negotiations between Montgomery County Government (“Employer”) and the Montgomery County Career Firefighters Association, IAFF Local 1664 (“Union”) over a successor collective bargaining agreement effective July 1, 2024, certain issues were raised by the Union regarding the Employer reimbursing bargaining unit members for multi cancer early detection blood testing.

Through [END DATE OF AGREEMENT], bargaining unit employees shall be eligible for a one-time reimbursement by the Employer of up to eight hundred dollars (800.00) for multi cancer early detection blood testing. The Union will provide aggregate data regarding bargaining unit employees’ test results to FROMS.

Requests for reimbursement shall be submitted within ninety (90) days of receiving the test results and the Employer shall process payment to the employee within ninety (90) days after receipt of the reimbursement request.

Sincerely,

Richard S. Madaleno
Chief Administrative Officer

Side Letter – Kelly Day/Seniority List Deadline

[ON UNION PRESIDENT LETTERHEAD]

[DATE]

Gary S. Cooper
Acting Fire Chief
Montgomery County Fire and Rescue Service
Public Safety Headquarters
100 Edison Park Drive
Gaithersburg, Maryland 20878

Re: Seniority List Submission Deadline

During negotiations between Montgomery County Government (“Employer”) and the Montgomery County Career Firefighters Association, IAFF Local 1664 (“Union”) over a successor collective bargaining agreement effective July 1, 2024, certain issues were raised by the Union regarding Kelly day selection.

The Union agrees to provide the official seniority list to the Department annually by September 1.

Sincerely,

Jeffrey Buddle, President
Montgomery County Career Fire Fighters Association
International Association of Fire Fighters – Local 1664

Side Letter - Cannabis

Effective 07/01/2024, the parties shall enter into a Side Letter regarding testing for cannabis as follows:

[ON COUNTY EXECUTIVE LETTERHEAD]

[DATE]

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

Dear President Buddle:

During negotiations between Montgomery County Government (“Employer”) and the Montgomery County Career Firefighters Association, IAFF Local 1664 (“Union”) over a successor collective bargaining agreement effective July 1, 2024, certain issues were raised by the Union regarding medical cannabis and testing for cannabis considering Maryland’s recent changes to its laws associated with medical and recreational use of cannabis.

At this time, the County will continue to test for cannabis. However, if during my tenure as County Executive cannabis is removed as a Schedule I Controlled Substance or its use is otherwise deregulated by the federal government, the County will meet and discuss with the Union a medical cannabis policy within the framework of all applicable laws.

Sincerely,

Marc Elrich
County Executive

MONTGOMERY COUNTY GOVERNMENT
FIRE/RESCUE BARGAINING UNIT SALARY SCHEDULE
FISCAL YEAR 2026
EFFECTIVE JULY 13, 2025
GWA: 3.2% 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	\$58,113	\$61,019	\$64,072	\$70,479	\$77,533	\$87,428
B	\$60,149	\$63,156	\$66,315	\$72,947	\$80,247	\$90,490
C	\$62,253	\$65,368	\$68,635	\$75,499	\$83,056	\$93,656
D	\$64,433	\$67,657	\$71,039	\$78,143	\$85,963	\$96,936
E	\$66,689	\$70,023	\$73,525	\$80,878	\$88,973	\$100,328
F	\$69,023	\$72,475	\$76,101	\$83,709	\$92,088	\$103,840
G	\$71,440	\$75,014	\$78,765	\$86,639	\$95,309	\$107,475
H	\$73,942	\$77,639	\$81,521	\$89,670	\$98,648	\$111,237
I	\$76,529	\$80,358	\$84,374	\$92,811	\$102,101	\$115,132
J	\$79,208	\$83,170	\$87,328	\$96,060	\$105,676	\$119,160
K	\$81,981	\$86,079	\$90,386	\$99,420	\$109,375	\$123,332
L	\$84,850	\$89,093	\$93,551	\$102,902	\$113,204	\$127,649
M	\$87,820	\$92,213	\$96,826	\$106,504	\$117,165	\$132,119
17 YEAR LONGEVITY (3.5%)	\$90,894	\$95,441	\$100,215	\$110,232	\$121,266	\$136,742
20 YEAR LONGEVITY (3.5%)	\$94,075	\$98,782	\$103,722	\$114,090	\$125,511	\$141,528
24 YEAR LONGEVITY (3.5%)	\$97,368	\$102,239	\$107,353	\$118,084	\$129,903	\$146,482

MONTGOMERY COUNTY GOVERNMENT
FIRE/RESCUE BARGAINING UNIT SALARY SCHEDULE
FISCAL YEAR 2025
EFFECTIVE JULY 14, 2024
GWA: 3.5% 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	\$60,147	\$63,155	\$66,314	\$72,946	\$80,247	\$90,488
B	\$62,254	\$65,367	\$68,636	\$75,500	\$83,056	\$93,657
C	\$64,432	\$67,656	\$71,037	\$78,142	\$85,963	\$96,934
D	\$66,688	\$70,025	\$73,525	\$80,878	\$88,971	\$100,329
E	\$69,023	\$72,474	\$76,098	\$83,709	\$92,087	\$103,839
F	\$71,439	\$75,012	\$78,764	\$86,638	\$95,312	\$107,474
G	\$73,941	\$77,640	\$81,522	\$89,672	\$98,645	\$111,236
H	\$76,530	\$80,357	\$84,374	\$92,809	\$102,101	\$115,131
I	\$79,208	\$83,170	\$87,327	\$96,059	\$105,674	\$119,162
J	\$81,980	\$86,081	\$90,384	\$99,422	\$109,374	\$123,330
K	\$84,850	\$89,092	\$93,549	\$102,899	\$113,204	\$127,649
L	\$87,820	\$92,211	\$96,825	\$106,503	\$117,166	\$132,117
M	\$90,894	\$95,441	\$100,215	\$110,232	\$121,266	\$136,743
17 YEAR LONGEVITY (3.5%)	\$94,076	\$98,782	\$103,723	\$114,090	\$125,511	\$141,528
20 YEAR LONGEVITY (3.5%)	\$97,368	\$102,239	\$107,352	\$118,083	\$129,904	\$146,482
24 YEAR LONGEVITY (3.5%)	\$100,776	\$105,818	\$111,110	\$122,216	\$134,450	\$151,609

Bill No. [Click - type number]
Concerning: Group G Pension – Social
Security Integration
Revised: [date] Draft No. 1
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:

Amend Group G pension amount for the Integrated Retirement Plan.

By amending

Montgomery County Code
Chapter 33, Personnel and Human Resources
Section 33-42

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 33-42 is amended, as follows:**

2 **Article III. Employees' Retirement System.**

3 **Division 3. Benefits.**

4 * * *

5 **33-42. Amount of pension at normal retirement date or early retirement date.**

6 * * *

7 (b) *Amount of pension at normal retirement date.*

8 * * *

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

10 * * *

11 (E) The County must compute the annual pension of a Group G
12 member in the integrated retirement plan who retires on a
13 normal retirement as follows:

14 (i) from the date of retirement to the month that the
15 member reaches Social Security retirement age, the
16 following percentages of average final earnings
17 apply:

18 (a) 2.6 percent, for each of the first 25 years of
19 credited service; and

20 (b) 1.25 percent, for each year of credited service
21 of more than 25 years to a maximum of 31
22 years, plus sick leave credits; and[;]

23 (c) 5 percent for each year of credited service
24 received for accumulated sick leave; and

25 (d) 0 percent for years after year 31 (except sick
26 leave credits referred to in subclause (c)); and

- 27 (ii) from the month the member reaches Social Security
28 retirement age, the percentages specified in clause (i)
29 must be reduced, respectively, by the following
30 percentages of average final earnings for the portion
31 of any amount equal to or less than the Social
32 Security maximum covered compensation in effect
33 on the date of retirement:
- 34 (a) 0.81250 percent, for each of the first 25 years
35 of credited service;
- 36 (b) 0.390625 percent for each year of credited
37 service of more than 25 years, to a maximum
38 of 31 years, plus sick leave credits; and
- 39 (c) 1.5625 percent, for each year of credited
40 service received for accumulated sick leave.
- 41 (iii) The County must increase the initial amount of a
42 pension computed under (ii) above by the cost-of-
43 living adjustments provided under Section 33-44(c)
44 for the period from the member's date of retirement
45 to the month in which the member reaches Social
46 Security retirement age.
- 47 (iv) The County must prorate any portion of a year
48 described in this subparagraph.
- 49 (v) Effective the effective date of this amendment from
50 the date of retirement to the month that the member
51 reaches the maximum Social Security retirement

benefit age, the following percentages of average final earnings apply:

(a) 2.6 percent, for each of the first 25 years of credited service; and

(b) 1.25 percent, for each year of credited service of more than 25 years to a maximum of 31 years, plus sick leave credits; and

(c) 5 percent for each year of credited service received for accumulated sick leave; and

(d) 0 percent for years after year 31 (except sick leave credits referred to in subclause (c)); and

(vi) from the month the member reaches the maximum Social Security retirement benefit age, the percentages specified in clause (v) must be reduced, respectively, by the following percentages of average final earnings for the portion of any amount equal to or less than the Social Security maximum covered compensation in effect on the date of retirement:

(a) 0.81250 percent, for each of the first 25 years of credited service;

(b) 0.390625 percent, for each year of credited service of more than 25 years, to a maximum of 31 years, plus sick leave credits; and

(c) 1.5625 percent, for each year of credited service received for accumulated sick leave.

(vii) The County must increase the initial amount of a pension computed under (vi) above by the cost-of-living adjustments provided under Section 33-44(c) for the period from the member's date of retirement to the month in which the member reaches the maximum Social Security retirement benefit age.

(viii) The County must prorate any portion of a year described in this subparagraph.

(F) For a Group J member in the integrated retirement plan who retires on a normal retirement, the annual pension must be computed as follows:

* * *

Approved:

Andrew Friedson, President, County Council

Date

Approved:

Marc Elrich, County Executive

Date

This is a correct copy of Council action.

Sara Tenenbaum, Clerk of the Council

Date

APPROVED AS TO FORM AND LEGALITY:

OFFICE OF THE COUNTY ATTORNEY

BY

DATE 4/2/24