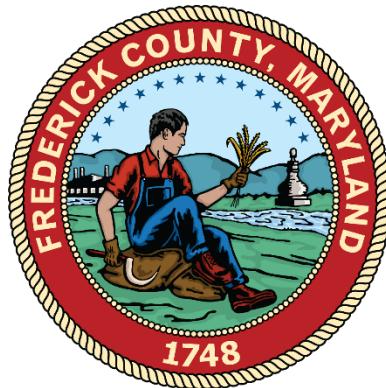


**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**FREDERICK COUNTY, MARYLAND**



**AND**

**THE FREDERICK COUNTY  
PROFESSIONAL FIRE FIGHTERS ASSOCIATION  
I.A.F.F. LOCAL 3666**



**JULY 1, 2025 THROUGH JUNE 30, 2028 \***

**(\*Note: Please refer to Section 24 regarding Duration)**

FREDERICK COUNTY, MARYLAND  
AND  
CAREER FIRE FIGHTERS ASSOCIATION OF FREDERICK COUNTY

MEMORANDUM OF UNDERSTANDING  
(July 1, 2025 – June 30, 2028)

**TABLE OF CONTENTS**

<b>1 PREAMBLE.....</b>	5
<b>2 RECOGNITION.....</b>	5
<b>3 MANAGEMENT RIGHTS.....</b>	5
<b>4 NO STRIKES OR LOCKOUTS .....</b>	5
<b>5 ORGANIZATIONAL SECURITY .....</b>	5
5.1 UNION NON-PARTICIPATION IN VOLUNTEER ACTIVITIES.....	5
5.2 DUES CHECKOFF.....	6
5.3 COMMUNICATIONS.....	6
5.4 UNION ACCESS .....	6
5.5 UNION PINS & INSIGNIA .....	7
5.6 UNION LEAVE.....	7
5.7 PEER SUPPORT.....	7
5.8 PRINTING OF CONTRACT.....	8
<b>6 HEALTH AND SAFETY .....</b>	8
6.1 SAFE WORKING CONDITIONS .....	8
6.2 JOINT HEALTH AND SAFETY COMMITTEE .....	9
6.3 FITNESS EQUIPMENT .....	10
6.4 SELF-CONTAINED BREATHING APPARATUS FACEPIECES .....	10
6.5 DRUG AND ALCOHOL TESTING .....	11
6.6 NICOTINE TESTING .....	11
6.7 PHYSICAL EXAMINATIONS.....	11
6.8 CANCER SCREENING PROGRAM .....	12
6.9 APPARATUS STAFFING .....	12
<b>7 HOUSING OF BARGAINING UNIT EMPLOYEES.....</b>	12
<b>8 LEAVE.....</b>	14
8.1 DEFINITION OF A “DAY” FOR LEAVE PURPOSES .....	14
8.2 VACATION LEAVE.....	14
8.3 SICK LEAVE.....	15

8.4 JURY LEAVE .....	15
8.5 MILITARY LEAVE .....	16
8.6 BEREAVEMENT LEAVE .....	16
8.7 VACATION-DISCRETIONARY LEAVE .....	17
8.8 ADMINISTRATIVE PAY/LEAVE- WEATHER OR OTHER EMERGENCIES .....	17
8.9 ADMINISTRATIVE PAY/LEAVE- INVESTIGATIONS .....	18
<b>9 HOLIDAY COMPENSATION .....</b>	<b>19</b>
<b>10 WAGES.....</b>	<b>19</b>
10.1 COST OF LIVING ADJUSTMENT.....	19
10.2 STEPS .....	20
10.3 ADVANCED LIFE SUPPORT (“ALS”) CERTIFICATION PAY .....	20
10.4 ADVANCED LIFE SUPPORT (“ALS”) PRECEPTOR PAY .....	20
10.5 EMS SUPERVISOR PAY .....	21
10.6 ON-CALL COMPENSATION .....	21
10.7 SPECIAL PAY.....	21
10.8 COURT PAY .....	22
10.9 DAY WORK PAY .....	22
<b>11 OVERTIME .....</b>	<b>22</b>
11.1 OVERTIME COMPENSATION.....	22
11.2 BARGAINING UNIT MEMBERS ASSIGNED TO COMMITTEES .....	22
11.3 REQUIRED TRAINING .....	23
11.4 RIGHT OF FIRST REFUSAL.....	23
11.5 OVERTIME HIRING RULES.....	23
<b>12 HOLDOVERS.....</b>	<b>24</b>
<b>13 HEALTH INSURANCE.....</b>	<b>25</b>
13.1 ACTIVE HEALTH CARE – HSA CONTRIBUTIONS .....	25
13.2 ACTIVE HEALTH CARE – CONTINUATION OF COVERAGE .....	25
<b>14 PENSION.....</b>	<b>25</b>
14.1 PENSION PLAN.....	25
14.2 SICK LEAVE CALCULATION FOR PENSION CREDIT PURPOSES .....	26
14.3 DEFERRED RETIREMENT OPTION PROGRAM (“DROP”).....	26
<b>15 POST EMPLOYMENT HEALTH INSURANCE.....</b>	<b>27</b>
15.1 POST EMPLOYMENT HEALTH INSURANCE CONTRIBUTIONS .....	27
15.2 RETIREE HIGH DEDUCTIBLE MEDICAL PLAN.....	27

15.3 RETIREE HEALTH SAVINGS ACCOUNT CONTRIBUTIONS .....	27
15.4 POST EMPLOYMENT HEALTH INSURANCE COVERAGE.....	27
<b>16 WORK SCHEDULE .....</b>	<b>28</b>
16.1 HOURS OF WORK.....	28
16.2 SHIFT TRADES .....	29
<b>17 TRANSFERS AND PROMOTIONS .....</b>	<b>29</b>
17.1 NOTICE OF TRANSFER OR PROMOTION .....	29
17.2 PROMOTIONAL EXAMS.....	29
17.3 UPGRADES/PROMOTIONS/DEMOTIONS .....	30
<b>18 LINE OF DUTY DEATH.....</b>	<b>30</b>
18.1 LINE OF DUTY DEATH DEFINED .....	30
18.2 FUNERAL COSTS .....	30
18.3 HEALTHCARE .....	30
18.4 LIFE INSURANCE.....	31
<b>19 LIFE INSURANCE/ACCIDENTAL DEATH &amp; DISMEMBERMENT PLANS.....</b>	<b>31</b>
<b>20 UNION REPRESENTATION .....</b>	<b>31</b>
<b>21 DISCIPLINE .....</b>	<b>32</b>
21.1 GENERAL .....	32
21.2 PROCEDURE .....	32
<b>22 GRIEVANCE PROCEDURES.....</b>	<b>32</b>
22.1 DEFINITIONS .....	32
22.2 GRIEVANCE PRINCIPLES .....	33
22.3 ELECTION OF REMEDIES .....	33
22.4 INFORMAL GRIEVANCE RESOLUTION.....	34
22.5 GRIEVANCE PROCEDURE .....	34
STEP ONE - Deputy Chief of the Appropriate Section.....	34
STEP TWO - Division Director (Fire Chief) .....	34
STEP THREE - Chief Administrative Officer .....	34
STEP FOUR –Arbitration .....	35
22.6 APPEAL OF DISCIPLINARY ACTIONS.....	35
22.7 MEDIATION .....	35
22.8 WAIVER.....	35
22.9 GRANTING OF RELIEF .....	35
22.10 NO REPRISALS .....	35

<b>23 ARBITRATION PROCEDURES .....</b>	36
<b>24 DURATION.....</b>	37
<b>25 MID-TERM BARGAINING.....</b>	37
<b>26 SAVINGS CLAUSE.....</b>	38
<b>27 RATIFICATION.....</b>	38

## **1 PREAMBLE**

Frederick County, Maryland, hereinafter referred to as “County” and Career Firefighters Association of Frederick County MD. Inc., Local 3666, International Association of Fire Fighters, hereinafter referred to as “Union” have entered into the following Memorandum of Understanding (“MOU”) for the purpose of promoting harmonious relationships between County and its employees; to promote and improve the efficiency of the operations of the County Fire Department; to establish wages, benefits, hours and other terms and conditions of employment; and to provide peaceful procedures for the resolution of disputes arising hereunder.

## **2 RECOGNITION**

The County recognizes the Union as the exclusive representative of all sworn, regular, nonexempt employees at or below the rank of captain within the Frederick County Division of Fire and Rescue Services.

## **3 MANAGEMENT RIGHTS**

- A. Except as expressly modified or restricted by a specific provision or provisions of this MOU, all rights conferred upon the County by applicable law are retained by the County.
- B. The County’s Failure to exercise a prerogative or function reserved to it, or the County’s exercise of such a prerogative or function in a particular way shall not be considered a waiver of the County’s rights under this MOU or applicable law.

## **4 NO STRIKES OR LOCKOUTS**

- A. An employee may not engage in, induce, or initiate a strike as provided in § 1-2-122(D) the Frederick County Code. The County reserves the rights described in § 1-2-122(D)(2) the Frederick County Code.
- B. The County agrees that there shall be no lockout of employees covered by this MOU.

## **5 ORGANIZATIONAL SECURITY**

### **5.1 UNION NON-PARTICIPATION IN VOLUNTEER ACTIVITIES**

No career employee shall be required to participate in fundraising activities of a volunteer corporation (for example, bingos, crab feasts, or any business that relates to private volunteer corporations).

## 5.2 DUES CHECKOFF

A. The County agrees to automatically deduct union membership dues on a bi-weekly basis from the paychecks of those employees on whose behalf the Union has furnished the County with their written authorization for the deduction of such dues, absent the County's receipt of subsequent written notification from the employee that they have revoked their authorization.

B. Upon presentation of written authorization, including the amounts specified by individual employees covered by this MOU, the County agrees to deduct employees' voluntary contributions to the Career Firefighters Association of Frederick County Political Action Committee (P.A.C) fund from their paychecks on a biweekly basis, absent the County's receipt of subsequent written notification from the employee that they have revoked their authorization.

C. The amounts to be deducted shall be certified to the County by the Treasurer of the Union, and the aggregate deductions of all employees shall be remitted bi-weekly to the Union along with an itemized statement.

D. The Union shall notify the Employer at least thirty (30) days prior to any change in the amount of Union dues.

E. The Union agrees to hold harmless and indemnify the County for any liability arising from the application of this article.

F. Except as otherwise expressly provided herein, the Employer will not seek to encourage or discourage Union membership. Further, the County shall not have any responsibility to resolve disputes between the Union and represented employees concerning Union membership or dues deductions.

## 5.3 COMMUNICATIONS

A. The President of the Union, or his/her designee shall be notified of service-connected injuries that occur to bargaining unit employees that require transport to a trauma center, burn center or other specialty referral center, or acute care facility that are of such a serious nature to require notification of the Fire Chief. In such an event, notification to the Union President or designee shall be made promptly following notification of the Fire Chief.

B. The President of the Union, or their designee, shall be permitted to address the career firefighter recruit classes at a mutually agreeable time.

## 5.4 UNION ACCESS

A. The County agrees that elected officers of the Union, the Professional Fire Fighters of Maryland, and the International Association of Fire Fighters, AFL-CIO, shall have reasonable access to any bargaining unit work site at any time during working hours to conduct union business as long as such visits will not interfere with the conduct of normal County business and the bargaining unit employees' work. Such individuals shall report to the supervisor or designee upon entering the facility.

B. Upon request, and based upon space availability, the County agrees to provide necessary access to the Public Safety Training Facility and Division of Fire and Rescue Services Office Building for the elected officers of the Union, the Professional Fire Fighters of Maryland, and the International Association of Fire Fighters, AFL-CIO, as well as the Local's legal representatives, for Labor/Management related business.

C. Upon the Union President's request, the County may grant access to Union representatives not identified in paragraphs A and B, above.

## 5.5 UNION PINS & INSIGNIA

Bargaining unit employees shall be allowed to wear a ½" in diameter pin showing their Union affiliation centered above the nameplate, approved by the Fire Chief, on their official County Class A and B uniform. Bargaining unit employees may, at their own cost, screen a reasonably sized Union logo, approved by the Fire Chief, onto the left sleeve of their uniform t-shirts.

## 5.6 UNION LEAVE

A. Bargaining unit employees who are members of the Union negotiations committee shall receive reasonable administrative leave in connection with contract negotiations and preparations.

B. A Union Leave Bank shall be created for use by Union officers and representatives to attend workshops, seminars, conferences, or conventions, and/or to conduct union business.

i. On July 1st, the County shall deposit leave into the Union Leave Bank in an amount equal to (2) hours multiplied by the number of current employees in the bargaining unit as of July 1st.

ii. In addition, bargaining unit members who pay dues shall be assessed two (2) hours of annual leave which shall be contributed to the Union Leave Bank for the use of officers and representatives of the union for the purposes described above.

iii. Any excess in this leave bank at the end of the fiscal year shall not carry over to the next year.

## 5.7 PEER SUPPORT

A. There shall be a Peer Support Team Leave Bank of five hundred (500) hours, each calendar year. Any unused leave shall not be carried over to the next year. The Peer Support Team Leave Bank shall only be utilized by Peer Support Team members for training above and beyond the annual training requirement.

B. Peer Support Team members will be detailed when working to attend training needed to achieve certification and to maintain annual team requirements, for approved deployments, and to provide mental and behavioral assistance to Department members. Peer Support Team Members attending training needed to achieve certification and to maintain annual

team requirements, and to provide mental and behavioral assistance outside of their regularly scheduled work hours shall be compensated at their appropriate normal hourly rate based on Section 11.1.

C. A list of Peer Support Team members shall be kept and updated annually.

D. All requests for Peer Support Team Leave and for members to be compensated are subject to the approval of the Fire Chief. Following their chain of command the bargain unit employee will attempt to provide the requests seventy- two (72) hours in advance, unless exigent circumstances exist.

E. Utilizing leave from the Peer Support Team Leave Bank shall be without loss of pay or leave to the bargaining unit employee.

## 5.8 PRINTING OF CONTRACT

The County agrees to make this contract electronically available by posting it to the Department of Fire and Rescue Services members' only SharePoint site at least fifteen (15) days prior to the effective date.

The County also agrees to print forty (40) copies of this MOU for distribution to all worksites where bargaining unit members are assigned within thirty (30) days of the effective date of this MOU.

The cover page of the MOU shall be in similar design and layout as the sample provided in **Exhibit 1** of this Memorandum of Understanding.

## 6 HEALTH AND SAFETY

### 6.1 SAFE WORKING CONDITIONS

A. The County and Union agree to cooperate in promoting the safety and health of the employees covered by this MOU. The County will provide and maintain safe working conditions for all employees.

B. The County will maintain a safety office within the Division of Fire and Rescue Services (DFRS).

C. The County will conduct Spore Trap testing at each fire station where bargaining unit employees are assigned, collected by an industrial hygienist, annually. The results of all testing will be sent to the Fire Chief (or designee), and Union President (or designee) within a reasonable amount of time after receipt by the County.

D. Additional testing shall be conducted on the recommendation of the Joint Health and Safety Committee.

## 6.2 JOINT HEALTH AND SAFETY COMMITTEE

A. There shall be established a Joint Health and Safety Committee (“HSC”) consisting of six (6) members, three (3) of whom shall be appointed by Union from the bargaining unit and three (3) of whom shall be appointed by County not from the bargaining unit. The Committee’s purpose shall be to monitor overall safety and health within DFRS and address identified safety and health concerns mutually agreed upon by the committee members.

1. The Committee shall meet as often as agreed upon by a majority of the members.

2. The HSC shall:

a. Study, review, and evaluate any conditions which affect the health and/or safety of employees.

b. Study, review, and evaluate equipment (including but not limited to personal protective equipment), including providing input regarding the introduction of new equipment, or the evaluation, replacement, or elimination of existing equipment.

c. Study, review, and evaluate existing or anticipated procedures affecting the health and/or safety of employees.

d. Study, review, and evaluate serious injuries, “near misses,” or fatalities involving bargaining unit employees. If an investigation occurs after an incident of serious injury, “near miss,” or fatality involving bargaining unit employees, the Union may appoint one of its HSC representatives to observe the investigation. Upon completion of the investigation, the Committee will study, review, and evaluate the facts and circumstances of the incident(s) through the investigative file or report.

In addition to the responsibilities detailed above, either the County or Union may refer any matter to the HSC for study, review, and evaluation.

3. After completing the study, review, and evaluation process, the HSC will make written recommendations, presented to both the County and the Union, addressing the matters before it. Committee members will strive to reach consensus in HSC recommendations.

B. The County shall provide a work place that is compliant with all applicable safety standards and codes.

C. The Union may request a visit to a bargaining unit work site prior to and during the housing of bargaining unit members at the site. Such a visit may verify the suitability of the conditions of the building, to include, but not limited to: (1) fire code regulations, (2) applicable Federal, State, and local jurisdictional Occupational Health Safety regulations (OSHA/MOSH), and (3) demonstration of assigned personnel's (EMS Supervisors, Safety Officers and Battalion Chiefs) continued ability to access and secure the premises.

D. The County will initiate prompt and appropriate action to investigate and, if necessary, correct any unsafe working condition which is reported to or observed by the Fire Chief. There will be annual safety inspections of all areas occupied by the employees. The Union may designate a representative at each post of duty who may participate in such inspections.

### 6.3 FITNESS EQUIPMENT

The County shall provide and maintain at each fire station where bargaining employees are assigned physical fitness equipment for the employees to engage in physical fitness activities. The equipment provided shall include at a minimum:

Equipment	Stations with 2 DFRS Personnel	Stations with 3-5 DFRS Personnel	Stations with 6-8 DFRS Personnel	Stations with 8 or more DFRS Personnel
Yoga Mats	2	3	4	5
Trigger Point Balls	2	3	4	5
Foam Rollers	2	3	3	4
Resistant Bands*	2	2	4	6
Mini-Bands**	2	2	3	3
Slam Balls	2	2	2	2
Weight Vests	1	1	2	3
Sand Bags	2	3	4	5

\*- Are the quantities for each Light, Moderate and Heavy Resistance Bands

\*\*- Are the quantities for each Light, Moderate and Heavy Mini-Bands

Any physical fitness equipment acquired by the County shall be and remain the sole and exclusive property of the County.

### 6.4 SELF-CONTAINED BREATHING APPARATUS FACEPIECES

The County shall provide to each bargaining unit employee, for their sole use, one (1) self-contained breathing apparatus facepiece which complies with National Fire Protection Association 1981: Standards for Open-Circuit Self-Contained Breathing Apparatus for Emergency Services.

## 6.5 DRUG AND ALCOHOL TESTING

During the term of the current MOU, all members of the bargaining unit shall be subject to drug and alcohol testing as prescribed by Frederick County Drug and Alcohol Testing Policies. Changes in the Drug and Alcohol testing program that impact the working conditions or terms and/or conditions of employment of bargaining unit employees will be negotiated in accordance with this MOU and law before implementation. Frederick County has an affirmative obligation to ensure that all employees in the Division of Fire and Rescue Services can safely perform the functions of the position they were hired for, as described in the advertised job description.

## 6.6 NICOTINE TESTING

DFRS employees hired on or after December 16, 2008 who test positive for the presence of nicotine are subject to progressive disciplinary action. A positive nicotine test will result in the employee's termination from County employment. However, in lieu of termination, the employee may elect to enter a County approved nicotine cessation program and not incur any discipline related to the positive test result. In this instance, the employee must successfully complete the program and will agree to remain nicotine free for the remainder of their employment.

If the employee elects to enter into a nicotine cessation program, they will be required to undergo a follow-up test at least 120 calendar days from the date of their agreement, and the employee is required to produce a negative test result. This 120-day time period anticipates and permits the use of nicotine cessation products for a reasonable period of 90 days, but only as part of and in accordance with the directives of the nicotine cessation program. This time period also provides an additional 30 days for any nicotine cessation products that were used to no longer cause a positive test.

For a period of 1 year after the initial follow-up test referenced above, the employee will be required to submit to nicotine testing on a follow-up basis. If the employee fails a nicotine test during this period, or any subsequent test, the employee will be terminated.

Any DFRS employee hired on or after December 16, 2008 who, upon receipt of a nicotine test order refuses or fails, without substantial justification, to fully comply with such order shall be deemed to have failed to obey a lawful and reasonable directive given by a superior and shall be terminated from County employment.

An employee who elects to enter a County approved nicotine cessation program in lieu of termination shall attend the program. Failure to complete the program shall constitute a failure to obey a lawful and reasonable directive given by a superior and the employee will be subject to termination.

## 6.7 PHYSICAL EXAMINATIONS

A. The County will continue its current practice of conducting post-accident, return to duty, or fit for duty evaluations on each employee as needed.

B. The County will continue its current practice of conducting an annual physical examination on each employee.

## 6.8 CANCER SCREENING PROGRAM

The County recognizes the importance of early detection in promoting the health and wellbeing of its firefighters. Accordingly, the County will maintain a cancer screening program for firefighters, which will be available without an out-of-pocket cost. The County retains full authority to determine the types of cancer screenings offered, eligibility for such screenings, and the method of delivery (on-site, through contracted providers, etc.).

The parties' Joint Health and Safety Committee will develop and recommend updates to the cancer screening program for the County to consider for implementation for firefighters. In recommending the program the Committee will reference the NFPA or comparable standard screening procedures as a benchmark. The County will ensure that the program as administered is reasonably accessible to firefighters and will provide information regarding the available screenings and procedures for participation. The County will prioritize the continuity of access to core cancer screening services throughout the program's development and implementation.

## 6.9 APPARATUS STAFFING

The County agrees that ordinarily a minimum of twelve (12) stations shall be staffed with a minimum of four (4) regularly assigned bargaining unit career employees, one (1) of whom shall be an officer or acting officer, assigned as the crew for an engine company, truck company, or rescue squad responding from said stations.

Any member covered by this Agreement will not respond to incidents on an engine company, truck company, or rescue squad that does not have three (3) personnel assigned, one of whom is an officer or acting officer. Staffing on such apparatus may be reduced for a period not to exceed twelve hours when an assigned member is unavailable.

The County reserves the right to adjust staffing/personnel assignments across stations or apparatus to address unforeseen operational requirements, including but not limited to mutual aid requests, major incidents, multi-unit dispatches, or resource reallocation due to community needs or volunteer availability. Such adjustments shall prioritize public safety and operational effectiveness while minimizing impact on bargaining unit members' safety.

## 7 HOUSING OF BARGAINING UNIT EMPLOYEES

A. While housing career fire/EMS staffing, the County shall make a reasonable effort to ensure employees are provided the following amenities:

1. One bed provided for every 24-hour career fire/EMS position assigned on a shift.

a. The bed, at a minimum, shall be a twin bed of acceptable construction and include mattress and mattress covers.

b. Bunk beds are not recommended, but if they are the only option, career personnel will not be permitted to use the top bunks.

2. Locker space in a climate-controlled atmosphere which is lockable for every person regularly assigned to work at the station. New or replacement lockers, purchased or acquired, beginning FY 2021, are to be at least nine (9) cubic feet in size to accommodate staff needs.

3. Access to a refrigerator/freezer and 24-hour access to a kitchen with adequate utensils to allow personnel to prepare meals during their shift.

4. Restroom facilities within the station to include adequate shower facilities.

5. A clothes washer and dryer for washing uniform clothing within the facility, as well as commercial laundry equipment for shop towels, EMS equipment, etc.

6. Access to a TV, DVD player, or cable tv service within the facility.

7. A functioning telephone in the bunkroom and living area.

8. A non-exclusive area in which bargaining unit members can complete their allotted 1 ½ hour physical training activities and reasonable equipment for physical training.

9. An area out of direct sunlight and/or UV light for employees assigned to the company to properly store their personal protective equipment.

10. Adequate cleaning supplies, equipment, and other supplies (paper towels, bathroom tissues, soaps, etc.) for employees' use and for fire station maintenance.

11. A file cabinet in an area to secure files and documents.

12. Access to County-provided computers with internet access.

13. Access to a functional and equipped copier.

14. An area for County employees to receive mail.

15. A sufficient supply of general office supplies needed to accomplish daily administrative tasks.

B. Employees shall be provided an appropriate place to park while on duty.

## 8 LEAVE

### 8.1 DEFINITION OF A “DAY” FOR LEAVE PURPOSES

A. For certain leave types (vacation, bereavement, holiday, administrative, military, and disability leave), a “day” is defined based on the employee’s standard work week hours divided by five. This does not include jury duty leave or sick leave benefits for employees required to work a nontraditional workday.

- i. 48-hour work week employee:  $48/5 = 9.6$  hours
- ii. 40-hour work week employee:  $40/5 = 8$  hours

B. For those employees who are required to work a nontraditional day, for the purposes of accruing sick leave only, a “day” is defined based on the employee’s actual scheduled work hours in a day up to a maximum of 12 hours.

- i. 24-hour shift employee = 12 hours
- ii. 12-hour shift employee = 12 hours
- iii. 8-hour shift employee = 8 hours

### 8.2 VACATION LEAVE

A. Employees hired on or after July 1, 1989, will accrue vacation leave biweekly based on the employee’s 48-hour or 40-hour work week at the rates indicated:

Years of Service	Days Per Year	40-Hour Employee (8-Hour Day)	48-Hour Employee (9.6-Hour Day)
0-2 Years	11	3.3847	4.0616
2-10 Years	17	5.2308	6.2770
10+ Years	24	7.3847	8.8616

B. Any vacation leave days in excess of thirty (30) will be converted to sick leave at midnight on the 31<sup>st</sup> of December each year. The County Executive or designee may authorize an employee to carry over more than thirty (30) vacation days from one calendar year to the next if the County Executive or designee determines that an extraordinary project prevents that employee from taking vacation during the calendar year.

- i. FRS employees shall be permitted to carry over the following number of hours per year:
  - ii. 48-hour work week employee = 288 hours

iv. 40-hour work week employee = 240 hours

C. Effective the beginning of the calendar year 2024 leave pick period, vacation leave shall be available as follows:

i. The number of vacation leave slots for 24-hour shift employees in field operations shall be equal to minimum of 15% of the employees scheduled for duty on that shift in a specific rank band.

ii. The number of vacation leave slots for 12-hour daywork field operations personnel shall be equal to minimum of 15% of the employees scheduled for duty on that shift in a specific band.

iii. Bargaining Unit Employees shall be grouped for leave by the following bands:

a. Station Officer (Captain and Lieutenants)

b. Technician, Firefighters and Firefighter Medics

Vacation leave will be granted during the leave pick process based on seniority within their band. Employees should be ranked and selected based on the seniority number within the agreed upon seniority list.

### 8.3 SICK LEAVE

A. Employees earn sick leave at a rate of fifteen (15) days per year effective July 1, 2015. The accrual occurs on a bi-weekly basis.

i. 48-hour work week employee = 6.92 hours biweekly

ii. 40-hour work week employee = 4.62 hours biweekly

B. Sick leave usage shall be governed by Division of Fire and Rescue Services Policy 2.01.01, as may be amended from time to time. Amendments to this Policy that impact the working conditions or terms and/or conditions of employment of bargaining unit employees will be negotiated in accordance with this MOU and law.

### 8.4 JURY LEAVE

A. A regular or probationary employee shall be permitted to be absent from his/her duties without loss of pay or charge against leave credits for the purpose of serving on a jury.

B. When an employee is called for jury duty, written verification, must be sent to payroll for the day(s) served on jury duty. The Clerk of the Court will provide this authorization.

C. If the employee is excused or released by the Court for any day or substantial portion of a day, the employee is expected to return to duty. Failure to return to duty when

possible will result in charge to vacation, or leave without pay. To receive his/her regular rate of pay while on jury duty, the employee must produce evidence to Payroll of jury attendance.

## 8.5 MILITARY LEAVE

A. A bargaining unit employee who is required to serve in a training or reserve program of a uniformed service shall be compensated by the County in the amount of thirty (30) days per calendar year, provided the bargaining unit employee is prepared to offer valid proof of such military service.

B. A copy of the employee's service orders and a Military Leave Request form must be submitted to Human Resources by the employee requesting such leave.

C. The Fire Chief may permit a waiver of the military leave limitation if the employee is ordered to mandatory military training or drill requirements in excess of limitations of this provision in one (1) calendar year.

D. Military leave shall not count towards any leave cap.

## 8.6 BEREAVEMENT LEAVE

A. Permission for leave for maximum periods of 28.8 hours of leave for members assigned to a 48-hour work week and 24 hours of leave for members assigned to a 40-hour work week, depending on need, shall be granted to any regular or probationary employee by the Division Director in the event of a death of one of the following members of the employee's family: spouse, children, spouses of children, parents of employee or spouse or others who took the place of parents, grandparents of employee or spouse, grandchildren, brothers and sisters of employee or spouse, and other relatives living as members of the employee's household.

B. If additional time off is needed, sick leave or vacation leave may be requested, at the employee's discretion. When a death occurs to an immediate family member as described above and the employee is on another type of leave (i.e. vacation), the employee will be allowed to change the scheduled leave to bereavement leave.

C. If the relationship is other than above (i.e., aunt, uncle, cousin, friend), a regular or probationary employee shall be permitted to be absent from work without loss of pay or charge against leave credits for 9.6 hours for members assigned to a 48-hour work week and 8 hours for members assigned to a 40-hour work week for the purpose of attending the funeral and/or attending the viewing of other people outside of the immediate family. Additional days may be requested and charged against sick leave or vacation leave at the employee's discretion. After approved leave ends, the member is expected to return to duty. Failure to return to duty when possible will result in charge to sick, vacation, or leave without pay at the County's discretion.

D. Vacation leave granted pursuant to this Section will not count against the available vacation leave slots in Section 8.2(C).

## 8.7 VACATION-DISCRETIONARY LEAVE

A. Employees may request Vacation-Discretionary Leave beginning at 0600 hours, ninety (90) days prior to the date of the leave requested. They may enter leave no later than 0600 hours of the day preceding the date of the leave being requested.

i. The Battalion Chief may waive the above deadlines in extenuating circumstances when this action does not incur an employee holdover or recall at the time of the request.

B. Vacation-Discretionary Leave will be considered the same as Vacation-Planned Leave should a leave slot be available. This leave will not be guaranteed following a transfer to another section or shift unless such transfer was involuntary.

C. Requests for Vacation-Discretionary Leave must be no less than 5 (five) hours.

D. Once annual leave picks are complete, Vacation-Discretionary Leave shall be available regardless of rank.

## 8.8 ADMINISTRATIVE PAY/LEAVE– WEATHER OR OTHER EMERGENCIES

A. Definitions.

i. Essential employees will be designated by the Division/Agency Directors and will be expected to report to work in the event of a weather incident, general emergency, or disaster when County offices are closed. A listing of these essential positions is on file with the Division of Human Resources and can be found on the Frederick County Government Portal.

ii. Non-essential employees will be designated by the Division/Agency Directors and will not be required to report to work in the event of a weather incident, general emergency, or disaster when County offices are closed.

iii. The Division/Agency Directors may designate a conditional classification change for a non-essential employee to be essential during a particular weather incident, general emergency, or disaster when County offices are closed. Non-essential employees so designated shall be considered essential for that weather incident, general emergency, or disaster when County offices are closed.

B. Essential employees will be eligible to receive both administrative pay (if they are scheduled to work) and pay for the hours worked.

C. Non-essential employees will be eligible to receive administrative leave for their regularly scheduled hours.

D. Administrative leave cannot be accrued or used to offset hours from any other day within the pay period. Administrative leave can only be used for the day or hours the workplace is closed. Employees can only be compensated for administrative leave or administrative pay within the same pay period it occurs.

E. When administrative leave or administrative pay is given, an employee may not receive more administrative leave or administrative pay than the employee's Definition of a Day in Section 8.1.

F. Essential Employees:

i. When an essential employee does not report to work, leave without pay will be required. However, under extenuating circumstances, the Supervisor has the discretion to allow the employee to use accrued vacation, compensatory or holiday leave. The employee will not be paid for administrative leave.

ii. If an essential employee has an approved day or time off, is on vacation, sick or any other leave, or is receiving donated/extended sick leave, he or she will be paid for regularly scheduled hours through the use of accrued leave and will not be paid for administrative leave.

iii. If an essential employee has a scheduled day or time off (due to shift work or other reason) and is asked to report to work, he or she will be paid for the hours worked and his/her accrued leave will not be charged. The employee will also receive administrative pay if he or she worked during the time that was designated as administrative leave.

## 8.9 ADMINISTRATIVE PAY/LEAVE– INVESTIGATIONS

A. If an employee is on administrative leave and terminated while on administrative leave, any fronted holiday hours accrued will be deducted from the administrative leave hours paid.

B. This policy applies to situations in which a regular employee is alleged to have engaged in serious misconduct/behavior, on-duty or off-duty, which reflects poorly on the County or has potentially serious implications to the County's operations, policies, personnel rules or standards. Examples of such situations may include (but are not limited to): situations of theft, embezzlement, misappropriation of County property, arrest for criminal offense (except misdemeanor), harassment, verbal or physical intimidation or threats, fighting, or illegal drug use/sale.

i. The Division Director in conjunction with the Director of Human Resources will determine whether an employee should remain on the job or be placed on administrative leave while misconduct allegations are investigated. If the employee's presence at work is deemed to be disruptive or detrimental to the proper conduct of the investigation, to the effective performance of the employee's job duties or the operations of the department, to the safety of co-workers or the public in general, or to the image of the department/County; then the employee may be removed from the workplace and placed on paid administrative leave status. The nature of an employee's job and their responsibilities will be considered in this decision.

ii. Prior to being placed on administrative leave, the employee will be presented with a notice of charges/allegations based on the facts then known and proposed action if yet determined; and will be given the opportunity to refute the charges, provide all relevant information, and state their position. In the event that the nature of the charges/allegations or

facts known materially changes as a result of investigation, the employee will be notified of such changes and will be provided further opportunity to refute the charges/allegations.

iii. If still deemed appropriate, the employee will be placed on paid administrative leave for a period of up to 10 working days (maximum two-week period) while the investigation is being conducted. In the event there is good cause that the investigation has not been completed in the 10-work day time frame, the paid leave may be extended. The decision will be based on individual circumstances and facts.

iv. At the conclusion of the investigation, appropriate action will be determined based on the findings.

v. In the event the charges cannot be substantiated and the employee is found not to have violated County policies/rules/standards of conduct, the employee will be reinstated to active status. If the employee is not totally cleared but is retained in employment, appropriate action will be determined at that time.

vi. In the event of criminal charges, any internal administrative action taken will not preclude further administrative action once the criminal charges have been resolved.

## **9 HOLIDAY COMPENSATION**

A. Bargaining unit employees will receive compensation in accordance with Frederick County Division of Fire and Rescue Services Policy 2.01.16 for all County Holidays listed in Human Resources Policy and Procedure Manual Section 8 Sub-Section 3 (Holiday Leave), except for the two floating holidays as identified below.

B. Beginning in Fiscal Year 2026, the County will no longer fund the Post-Employment Health Plan (“PEHP”) described in Article 15 of this Agreement. The two floating holidays used to fund the PEHP will no longer exist, will not be placed in any bank, and will not be available for use. The Parties agree that costs associated with the two floating holidays has been reallocated to bargaining unit employees’ post-employment health insurance coverage costs.

## **10 WAGES**

### **10.1 COST OF LIVING ADJUSTMENT**

A. Effective on the first pay period which includes July 1, 2025, the base salary for all bargaining unit members shall be increased by two and one-half percent (2.5%).

B. Effective on the first pay period which includes July 1, 2026, the base salary for all bargaining unit members shall be increased by two and one-half percent (2.5%).

C. Effective on the first pay period which includes July 1, 2027, the base salary for all bargaining unit members shall be increased by two and one-half percent (2.5%). (Exhibit 2)

## 10.2 STEPS

A. During Fiscal Year 2026, eligible bargaining unit employees will advance one step on the pay scale on their Department of Fire and Rescue Service (“DFRS”) service anniversary date. The increase will take effect on the first day of the pay period during which the bargaining unit employee’s DFRS service date occurs.

B. During Fiscal Year 2027, eligible bargaining unit employees will advance one step on the pay scale on their DFRS service anniversary date. The increase will take effect on the first date of the pay period during which the bargaining unit employee’s DFRS service date occurs.

C. During Fiscal Year 2028, eligible bargaining unit employees will advance one step on the pay scale on their DFRS service anniversary date. The increase will take effect on the first date of the pay period during which the bargaining unit employee’s DFRS service date occurs.

D. Bargaining unit employees will be entitled to a longevity step of 4.5% of the base pay rate for the applicable rank at the beginning of their twenty-sixth year of service. The increase will take effect on the first day of the pay period during which the bargaining unit employee’s DFRS service anniversary date occurs.

## 10.3 ADVANCED LIFE SUPPORT (“ALS”) CERTIFICATION PAY

A. Effective on the first pay period which includes July 1, 2023, any bargaining unit employee who is a Frederick County credentialed Advanced Life Support (“ALS”) provider will receive a flat rate payment of \$10,000 per calendar year.

i. ALS Certification Pay will be paid in equal installments over the course of the calendar year.

ii. ALS Certification Pay will cease when the bargaining unit employee is no longer a Frederick County-credentialed ALS provider.

B. The certification payment shall be added to the employee’s base salary and will be included in calculations affecting but not limited to overtime and retirement.

## 10.4 ADVANCED LIFE SUPPORT (“ALS”) PRECEPTOR PAY

A. Effective on the first pay period which includes July 1, 2023, bargaining unit employees who function in the role of a Frederick County-credentialed Advanced Life Support (“ALS”) provider and are designated as an ALS Preceptor shall receive a differential equal to three dollars (\$3.00) per hour for all hours during which they serve as an ALS Preceptor.

B. ALS Preceptor Pay will be paid on a bi-weekly basis.

## 10.5 EMS SUPERVISOR PAY

A. Effective on the first full pay period which includes July 1, 2023, any Frederick County-credentialed Advanced Life Support (“ALS”) provider at the rank of Lieutenant Medic who is assigned to the EMS 900 position (to include but not limited to EMS901 and/or EMS902) will receive an assignment pay equal to 4.2% of the Lieutenant/Medic, Step 8 base pay.

B. EMS Supervisor Pay will be added to the bargaining unit employee’s base salary and will be included in calculations affecting but not limited to overtime and retirement.

C. Employees receiving EMS Supervisor Pay who serve as ALS Preceptors will not receive ALS Preceptor Pay.

## 10.6 ON-CALL COMPENSATION

A. A bargaining unit employee who is assigned to on-call status by the Fire chief or the Fire Chief’s designee shall receive \$3.75 per hour for every hour that the employee is assigned to on-call status.

B. Once an on-call employee is directed to duty, he or she shall be compensated at their appropriate normal hourly rate based on section 11.1 for each hour of work performed. Once the employee has completed the work assignment, they will return to on-call status or off duty status and compensated accordingly.

C. Employees in an on-call status are to be rostered in the Telestaff scheduling system.

D. Employees listed on the holdover list are not eligible for on-call compensation.

## 10.7 SPECIAL PAY

A. A bargaining unit employee who is rostered to one of the following Special Pay Program’s will receive a \$57.69 supplement per pay period. This pay will be included in calculations affecting overtime:

1. Hazardous Incidents Response Team
2. Technical Rescue Team
3. Water Rescue Technician Group
4. Frederick City Police Special Response Team

Special Operations Teams Rosters will be limited to the following numbers of employees:

1.	Hazardous Materials Response Team	-	60 personnel
2.	Technical Rescue Team	-	60 Personnel

3.	Water Rescue Technician Group	-	60 Personnel
4.	Frederick City Police Special Response Team	-	8 Personnel

B. A bargaining unit employee will be limited to being compensated for participation on no more than two Special Pay Programs.

C. Upon resignation or removal from a Special Pay Program, the employee will no longer receive the special pay supplement.

#### 10.8 COURT PAY

A. Bargaining unit members summoned and required to appear in court as a result of any job-related activities shall be entitled to pay in accordance with Section 11.1(A) of this Agreement. Employees will be compensated for actual hours spent in court, at a minimum of three hours.

B. A bargaining unit member summoned to appear in court must appear unless the County notifies the employee that their appearance is canceled. Bargaining unit members may be denied court pay if they appear for court despite notification by the County that their court appearance is canceled. If the subpoena is issued by the State, members may also check whether their case is canceled by using the then-current method established by the State.

#### 10.9 DAY WORK PAY

Employees regularly assigned to a day work schedule pursuant to Section 16.1(A)(i) will receive a differential equal to \$1.00 per hour for all hours worked on the day work shift.

### 11 OVERTIME

#### 11.1 OVERTIME COMPENSATION

A. Employees will be compensated at a rate of one and one-half (1½) times their regular rate for hours worked outside their normally scheduled shifts.

B. All leave used by bargaining unit employees shall be considered hours of work for the purpose of determining entitlement to overtime.

#### 11.2 BARGAINING UNIT MEMBERS ASSIGNED TO COMMITTEES

A bargaining unit member appointed by the Union President or the County to serve on a joint labor management committee such as the Fire/Rescue Advisory Board, Joint Health and Safety Committee, Operations Committee, Planning and Research Committee, Medical Review Committee, or other committee if agreed upon by the Fire Chief and Union President, shall be

compensated at their appropriate normal hourly rate based on Section 11.1 for each hour while attending meetings on their day off.

### 11.3 REQUIRED TRAINING

All bargaining unit employees scheduled to attend classes or training required to obtain the minimum continuing education requirements for renewal at their current emergency medical services certification or licensure, on their off days shall be compensated at their appropriate normal hourly rate based on Section 11.1.

### 11.4 RIGHT OF FIRST REFUSAL

Absent an exigent circumstance, overtime for bargaining unit positions in Fire & EMS Operations shall be offered to bargaining unit employees first.

### 11.5 OVERTIME HIRING RULES

A. To the extent possible, overtime for bargaining unit positions will be scheduled no more than ten (10) days in advance.

B. Absent an exigent circumstance, the bargaining unit employee with the least accrued overtime worked in the fiscal year will be offered the first opportunity to work overtime for a bargaining unit position. If multiple employees have accrued the same number of overtime hours worked, in the fiscal year, the employee with the lowest seniority list number will be offered the first opportunity to work overtime for a bargaining unit position. The accrual of overtime hours will be reset at the start of the fiscal year (July 1) each year.

C. The following order will apply to the order of hiring overtime assignments for bargaining unit positions:

1. Personnel hired rank for rank that are signed up available dayside or nightside on Kelly or staff preference day
2. Personnel hired rank for rank that are signed up available dayside or nightside
3. Personnel qualified to “Act As” signed up available dayside or nightside on their Kelly or staff preference day
4. Personnel qualified to “Act As” signed up available dayside or nightside
5. Personnel qualified to “Work Down” signed up available dayside or nightside on their Kelly or staff preference day
6. Personnel qualified to “Work Down” signed up available either dayside or nightside

7. Mandatory Hold/Recall list
8. Position holdovers once all other options have been exhausted

D. In applying the above order, the following limitations will be in effect:

1. Bargaining unit employees in the ranks of Captain or Lieutenant will be hired for overtime in officer positions on Engines, Trucks, and Rescue Squads prior to bargaining unit employees in other rank classifications.
2. Bargaining unit employees in the rank classification of Firefighter I, Firefighter II, Firefighter III, and Firefighter Technician will be given priority to be hired on overtime in Firefighter positions until the list of qualified bargaining unit firefighters has been exhausted.
3. In absence of any available Fire Medics signed up to work, employees in the ranks of Captain/Medic and Lieutenant/Medic signed up to work will be hired to work medic positions prior to mandatory holdovers.
4. In the absence of any available Firefighters signed up to work, employees in the ranks of Captain and Lieutenant signed up to work will be hired to work in firefighter positions prior to mandatory holdovers.
5. The daily Holdover/Recall List will only be utilized once all the above procedures for hiring overtime are exhausted.
6. With the exception of specialty needs or exigent circumstances, ALS providers will not be moved from their rotation to fill ALS positions as long as there is a bargaining unit employee signed up to work overtime.

E. If an emergency prevents the employer from hiring in accordance with these rules, the employer will explain the circumstance to the Union President as soon as is practicable. If the employer anticipates an exigent circumstance will prevent it from hiring in accordance with these rules, the parties will discuss the resolution and attempt to reach an agreement on temporary overtime hiring rules for the duration of the circumstance.

## **12 HOLDOVERS**

Absent exigent circumstances, bargaining unit employees will not be subject to mandatory holdover or call-back after 0600 on their assigned holdover day.

## **13 HEALTH INSURANCE**

### **13.1 ACTIVE HEALTH CARE – HSA CONTRIBUTIONS**

At the beginning of each calendar year of this Agreement, the County will contribute an amount equal to seventy-five percent (75%) of the IRS minimum annual deductible amount as of February 1 of the preceding calendar year for the coverage plan elected, to the bargaining unit employees' Health Savings Accounts ("HSAs") for those employees who elect the High Deductible Medical Plan ("HDMP"). For example, for calendar year 2025, if the IRS has set a minimum deductible amount for 2025 by February 1, 2024, the County will contribute 75% of that new minimum in the beginning of 2025. If the IRS has not yet set a minimum deductible amount for 2025 by February 1, 2024, the County will contribute 75% of the 2024 minimum deductible in the beginning of 2025.

### **13.2 ACTIVE HEALTH CARE – CONTINUATION OF COVERAGE**

A. During the term of this MOU, the County will continue to offer the same group health (including medical, dental, vision, prescription, etc.) insurance coverage options to eligible bargaining employees and their eligible dependents as are offered to all other participating County employees. In the event there is a question or conflict in interpretation or application of these insurance plans and the benefits described herein, the terms of the insurance policies, and/or other plan documents will control. Plan documents, including summary plan descriptions, may change periodically.

B. During the term of this MOU, the County will continue to contribute a minimum of eighty-five percent (85%) of the annual estimated coverage costs (premium equivalent) of each offered health plan toward eligible, regular employee coverage.

## **14 PENSION**

### **14.1 PENSION PLAN**

A. Except as provided herein, the County shall continue in effect the Frederick County Uniformed Employees Retirement Plan, (the Plan) as restated in Bill No. 21-05 and as may be amended from time to time in accordance with this MOU.

B. The County shall continue a pension "pick-up" program whereby an employee's contributions to the Frederick County Uniformed Employees Retirement Plan, as restated in Bill No. 21-05 and as may be amended from time to time in accordance with this MOU, will be deducted on a pre-tax basis.

C. Neither the County's administration of the Plan, including but not limited to, the procedures for determining entitlement to rights, status, or benefits, nor any disputes relating to the Plan shall be subject to the grievance procedure pursuant to Article 23 of the MOU.

## 14.2 SICK LEAVE CALCULATION FOR PENSION CREDIT PURPOSES

The County agrees to continue using 9.6 hours versus 12 hours (their sick leave accrual rate) in the pension calculation formula for firefighters. This would result in 211.2 hours (22 days multiplied by 9.6 hours) being required for a month of service credit versus the existing 264 hours required. The County also agrees to continue the current favorable practice of converting excess annual leave (over 30 days) which is earned at a rate of 9.6 hours to 12 hours of sick leave.

## 14.3 DEFERRED RETIREMENT OPTION PROGRAM (“DROP”)

A. On or before January 1, 2024, the County Executive will submit proposed legislation seeking the following changes to the County’s existing DROP program for fire fighters (as described in the Frederick County Uniformed Employees Retirement Plan, as restated in Bill No. 21-05), applicable only to those retirement applications filed after the adoption of the legislation:

i. The Participant’s anticipated Years of Eligibility Service at the end of the DROP participation period shall be extended not to exceed 31.0 Years of Eligibility Service.

ii. A DROP Participant shall contribute four percent (4%) by payroll deduction to the Frederick County Uniformed Employees Retirement Plan related to administration of the plans.

iii. A DROP Participant shall contribute five percent (5%) by payroll deduction to their DROP Account on a bi-weekly basis for the duration of their DROP participation period.

iv. A DROP Participant that voluntarily separates from employment with the County prior to the completion of their Drop period, for any reason other than death or Total and Permanent Disability, shall be paid the amount accrued in their DROP Account, determined in accordance with Section 16.7, as adjusted for investment gains and losses determined pursuant to Section 16.10 through as soon as reasonably practical before the date of payment and shall forfeit an amount equal to the amount contributed in number iii.

B. Proposed legislation drafted pursuant to this MOU will be reviewed and approved by both parties prior to submission to the Frederick County Council.

C. The parties agree to fully support the legislative proposals drafted pursuant to this MOU and make a good faith effort to obtain their approval by the Frederick County Council.

## **15 POST EMPLOYMENT HEALTH INSURANCE**

### **15.1 POST EMPLOYMENT HEALTH INSURANCE CONTRIBUTIONS**

The parties agree to continue the existing Post Employment Health Plan (“PEHP”) for bargaining unit employees that qualifies under Section 501(c)(9) of the Internal Revenue Code.

Effective July 1, 2025, the County will not pay any other fees, expenses or assessments associated with the PEHP unless mandated by law, and no new bargaining unit employees will be eligible to participate in the PEHP. All fees, expenses or assessments shall be charged under the PEHP to the members’ participant accounts.

### **15.2 RETIREE HIGH DEDUCTIBLE MEDICAL PLAN**

A. Bargaining unit employees covered by this MOU who subsequently retire and are eligible for post-retirement health insurance benefits will be eligible to elect the High Deductible Medical Plan (“HDMP”) being offered to active employees, if such a plan is offered.

B. Retired bargaining unit employees who elect the HDMP will have the option to fund an individual Health Savings Account (“HSA”), as allowed by law.

### **15.3 RETIREE HEALTH SAVINGS ACCOUNT CONTRIBUTIONS**

A. Retired bargaining unit employees electing the High Deductible Medical Plan (“HDMP”) will receive a contribution by the County to their individual Health Savings Account (“HSA”) equivalent to the amount given to current/active bargaining unit employees.

B. Before receiving a County contribution, retired employees must provide all information requested to complete the contribution. If the information is not provided within 60 days of the election, the retiree forfeits the annual contribution for that calendar year.

C. The County will not contribute to the HSA account for any given calendar year that the retiree has already received a County contribution to the employee’s HSA.

### **15.4 POST EMPLOYMENT HEALTH INSURANCE COVERAGE**

A. Eligible bargaining unit employees covered by this MOU who subsequently retire during the term of this MOU and are eligible for post-retirement health insurance benefits will be eligible to receive health (medical, dental, vision, prescription, etc.) insurance benefits, provided that they immediately elect to receive monthly pension benefits from the Frederick County Uniformed Employees Retirement Plan or the Maryland State Retirement Plan as outlined in the County’s then-current Post Employment Health Benefits Policy, as supplemented by this MOU.

i. Except as described herein, if the retiree is eligible for a different employee contribution percentage based on hire/service date and years of service as outlined in the Post Employment Health Benefits Policy, that contribution percentage would apply.

ii. "Years of Service" for the purpose of this Article 15.4 shall be defined as Years of Creditable Service as set forth in the Frederick County Uniformed Employees Retirement Plan, plus any years of service in the County's Deferred Retirement Option Program ("DROP").

iii. Employees covered by this MOU who retire after twenty Years of Service shall pay 50% of the annual estimated coverage costs (premium equivalent) for health plan coverage with the remainder paid by the County.

i. Effective with the health care plan year beginning January 1, 2026, employees covered by this MOU who retire on or after January 1, 2026, after twenty-five Years of Service or more, shall pay 30% of the annual estimated coverage costs (premium equivalent) for health plan coverage with the remainder paid by the County.

v. In the event there is a question or conflict in interpretation or application of these insurance plans and the benefits described herein, the terms of the insurance policies, and/or other plan documents will control, except where expressly modified by this MOU. Plan documents, including summary plan descriptions, may change periodically.

B. All sworn, regular, nonexempt employees at or below the rank of captain within the Frederick County Division of Fire and Rescue Services are eligible for line of duty health care coverage, regardless of years of service, provided the employee retires under a line of duty disability on or after July 1, 2020. Coverage may be elected for the employee and for eligible dependents at a rate of 50% of the percentage of the annual estimated coverage costs (premium equivalent). If the employee is eligible for a lower contribution percentage based on hire/service date and years of service as outlined in the County's Retiree Health Policy, the lower contribution percentage would apply.

## **16 WORK SCHEDULE**

### **16.1 HOURS OF WORK**

A. Employees assigned to fire/rescue stations may be assigned to one of the following shifts:

- i. Monday through Friday, 4 days per week, 0600 to 1800 hours (48-hour work week); or
- ii. 24 hours on-duty, 48 hours off-duty, rotating schedule.

B. Employees assigned to the Fire Marshal's office within the Administrative Services Section; Emergency Services Section personnel assigned to the Training Office, Emergency Medical Services Office, Safety Office, Scheduling, or employees on a long-term detailed assignment (as determined by the Division), shall have the following shift:

i. Monday through Friday, 5 days per week, 0800 to 1630 hours (40-hour work week).

ii. These employees will be entitled to a thirty (30) minute duty-free meal period each work day.

iii. These employees will receive their holidays as part of their 'REG' (regular pay) calculation as the holiday occurs in the pay period and will no longer receive their holidays as 'HTP' (holiday time paid).

iv. Employees placed on a 40-hour work week will have their leave adjusted as described in existing County policy. Employees who are returned to a 48-hour work week will have their leave re-adjusted.

v. Bargaining unit employees and their supervisors may agree to an alternative work schedule.

## 16.2 SHIFT TRADES

A. Employees shall have the right to exchange shift assignments, provided a request is made and approved in accordance with the Standard Operating Procedures by the Fire Chief or their designee. Approval for shift exchanges will not be withheld for disciplinary purposes or for arbitrary or capricious reasons.

B. Compensation for shift exchanges will rest exclusively with the two (2) employees agreeing to the exchange, except that the employee who is regularly scheduled to work on the date of the exchange will be entitled to applicable holiday pay.

## 17 TRANSFERS AND PROMOTIONS

### 17.1 NOTICE OF TRANSFER OR PROMOTION

Employees will receive at a minimum fourteen (14) days advance notice of any voluntary or involuntary transfer or promotion.

### 17.2 PROMOTIONAL EXAMS

A. The County shall identify and make available study materials at least one hundred and twenty (120) calendar days prior to the examination for promotion to a permanent position/rank. The County shall provide complete copies of all study materials in an electronic version(s) posted online on a website that is accessible to all bargaining unit members. This time requirement may not apply for certain temporary promotional opportunities.

B. Classes required for non-competitive promotion, and for promotion to Technician, Lieutenant, and Captain, will be offered in Frederick County at least annually so long as the class has at least ten (10) registrants. Should the number of employees needing the required training

exceed the enrollment, the County will hold an additional class so long as at least ten (10) excess individuals are registered for the class.

C. Bargaining unit employees shall be permitted to be absent from their duties without loss of pay or charge against leave credits for the purpose of attending classes offered in Frederick County required for non-competitive promotion or promotion to the ranks of Technician through Captain, when the class time occurs during the employee's regularly scheduled shift. Training details will only be granted for the actual scheduled class time and reasonable travel time.

### 17.3 UPGRADES/PROMOTIONS/DEMOTIONS

Employees who qualify for a position upgrade, who are selected for a promotion, or who are demoted will be eligible to receive the pay rate associated with their existing step in the position to which they upgrade, promote, or demote. Employees who are promoted or demoted are subject to a three (3) month probationary period.

## 18 LINE OF DUTY DEATH

### 18.1 LINE OF DUTY DEATH DEFINED

A. Any current or retired employee who dies due to an accidental injury while in the course of employment, or dies due to a condition listed in Md. Code Ann., Labor & Emp. § 9-503, as determined by the Maryland Workers' Compensation Commission or of a disease that the Maryland Workers' Compensation deems compensable, shall automatically be deemed to have suffered a line of duty death.

B. Any current or retired employee whose survivors are entitled to death benefits pursuant to the Public Safety Officers' Benefits ("PSOB") Program shall automatically be deemed to have suffered a line of duty death.

### 18.2 FUNERAL COSTS

In the event of a current or retired bargaining unit employee's death in the line of duty, the designated beneficiary, beneficiaries, or estate will be eligible to receive up to fifteen thousand dollars (\$15,000) to cover funeral costs not reimbursed by the State of Maryland.

### 18.3 HEALTHCARE

A. In the event of a current or former bargaining unit employee's death in the line of duty, the designated beneficiary, beneficiaries, or dependents shall receive retiree health and dental coverage at the Active Employee rate.

B. The surviving spouse cannot add a new spouse (in the case of remarriage).

C. The surviving spouse is responsible for following the required payment schedule provided by the County. If payments are not received according to the schedule, coverage will cease.

#### **18.4 LIFE INSURANCE**

A. Should a current or former bargaining unit employee suffer a line of duty death, the County shall provide and pay the premium for term life insurance equal to four (4) times the employee's annual base salary.

B. The Division of Human Resources shall provide beneficiary forms for the employee to complete.

### **19 LIFE INSURANCE/ACCIDENTAL DEATH & DISMEMBERMENT PLANS**

The County will continue to provide life and accidental death and dismemberment ("AD&D") insurance as described in Human Resources Policy 7.4 and administered consistent with plan documents. Amendments to Human Resources Policy 7.4 that impact the working conditions or terms and/or conditions of employment of bargaining unit employees will be negotiated in accordance with this MOU and law.

### **20 UNION REPRESENTATION**

A. An employee who is the subject of an investigatory interview that the employee reasonably believes may lead to disciplinary action may request to have a Union Representative present during the interview. Employees are also entitled to Union representation during a grievance process and at the presentation of discipline.

B. Management shall allow reasonable time for the Union Representative to attend the interview, but in no case less than three (3) hours. Provided, however that this section will not apply where an immediate investigatory interview is an operational necessity. However, when practicable an employee may be given the opportunity to consult via telephone with a Union Representative.

C. Interviews shall be conducted at a reasonable time of day and be of a reasonable duration. The employee under investigation shall be advised through official correspondence when the investigation has been completed. Non-sustained investigations shall not become part of the employee personnel file.

D. All bargaining unit employees will have the right to request a Union Representative be present at the Medical Review Committee provided for in Code of Maryland Administrative Regulations Title 30 ("MRC"). Nothing in this Article shall supersede the authority of the Medical Director pursuant to COMAR Title 30.

## **21 DISCIPLINE**

### **21.1 GENERAL**

- A. No employee shall be subject to discipline or discharge unless there is just cause.
- B. At the election of the bargaining unit employees, disciplinary matters shall be subject to the grievance procedure, or the appeal procedures described in the Frederick County Personnel Rules.
- C. Discipline shall be accomplished in a constructive, progressive manner, so as to rehabilitate and correct an offender, if at all possible.

### **21.2 PROCEDURE**

- A. The parties recognize the importance of completing an investigation of a bargaining unit employee in as timely a manner as possible.
- B. If the County determines that a disciplinary action should be taken, discipline will be consistent with Chapter VI of the Frederick County Personnel Rules. Amendments to Chapter VI of the Frederick County Personnel Rules that impact the working conditions or terms and/or conditions of employment of bargaining unit employees will be negotiated in accordance with this MOU and law.
- C. If a Bargaining Unit employee is terminated, they will remain on the payroll for fourteen (14) calendar days.
- D. Bargaining unit employees will not be required to issue either a Notice of Proposed Discipline or discipline to other bargaining unit employees. Discipline will be approved by an Assistant Chief or higher rank, and issued by a Battalion Chief or higher rank. Absent extenuating circumstances, bargaining unit employees who are not serving as a Union representative will not be required to attend or participate in meetings as a management representative where discipline is issued to other bargaining unit employees.
- E. Absent extenuating circumstances, discipline other than a suspension or termination will be issued to bargaining unit employees during normal Division of Fire and Rescue Services' business hours (Monday through Friday, 9:00 am to 5:00 pm).

## **22 GRIEVANCE PROCEDURES**

### **22.1 DEFINITIONS**

- A. Grievance. Subject to any limitations of existing law, a grievance is defined as a dispute concerning the application or interpretation of the terms of this MOU, including but not limited to disciplinary actions in excess of a written reprimand.

B. Day. For the purpose of this Article, time frames will be in County working days.

## 22.2 GRIEVANCE PRINCIPLES

A. It is understood that general grievances may be presented by the Union President or designee, when, in the opinion of the President, such grievance(s) would protect the general interests of the employees. Such a general or class-based grievances must be initially presented at Step 2. Furthermore, a general or class-based grievance need not name a member of the bargaining unit as an aggrieved employee, nor shall it require a designated member of the bargaining unit, other than one or more elected officers of the Union, to participate in grievance meetings conducted on the grievance.

B. Additionally, a grievance may be filed by an individual employee, or by the Union on behalf of the employee (provided the aggrieved employee is named), or, if two or more employees desire to file grievances involving the same issue, the Union may file a single grievance on their behalf. If an individual employee elects to proceed without Union assistance, the Union shall (1) be permitted to observe in such grievance meetings relating to that grievance, and participate in any grievance meeting, the outcome of which would impact the bargaining unit as a whole, and (2) receive copies of any grievance decisions relating to the grievance.

C. If two or more individual employees file separate grievances involving the same issue, the parties may agree to consolidate said grievances for the purpose of processing them under this grievance procedure. With respect to any grievance filed by the Union or any consolidated grievances, a single employee shall be designated by the Union as the employee who will participate in all meetings held pursuant to Section 5 of this Article.

D. Except after no less than two days advanced notice by either party, neither party may be represented by legal counsel at any meeting held pursuant to Section 5 of this Article. The parties agree that generally neither party will be represented by legal counsel at Steps One through Three of the grievance procedure.

E. Generally, any meeting held pursuant to Section 5 of this Article will be scheduled at least three (3) days prior to such meeting.

F. The County and the Union can mutually agree, by email or other writing, to postpone or to conduct by teleconference a meeting as outlined in Section 5 of this Article.

G. Time limits for the processing of grievances are intended to expedite grievance handling and may be extended upon mutual agreement but, if not so extended, must be strictly observed. Failure of the grievant to appeal a grievance within the specified time limits from the date of receipt of the Employer's answer, unless otherwise waived, will result in the grievance being resolved based upon the last Employer response.

## 22.3 ELECTION OF REMEDIES

As an alternative to the grievance procedure set forth in this Article, an employee may use the appeal procedure provided in the Frederick County Personnel Rules entitled "Appeals", to appeal

any action encompassed within those Rules. The procedure chosen must be selected at the time of filing and an employee may elect only one of these remedies and by electing one procedure automatically waives the other.

## 22.4 INFORMAL GRIEVANCE RESOLUTION

At the option of the grievant, a grievance concerning non-disciplinary actions may be presented informally within six (6) days of the date the employee knew or should have known of the event giving rise to the grievance by presentment of the grievance to their Battalion Chief. The use of the informal grievance resolution option does not alter the deadlines as provided in section 5 of this Article.

## 22.5 GRIEVANCE PROCEDURE

Recognizing that grievances should be raised and settled promptly, a grievance must be raised within ten (10) days following the event giving rise to the grievance or within ten (10) days following the time when the employee knew or should have known of the event giving rise to the grievance. Grievances shall be processed as follows:

### STEP ONE - Deputy Chief of the Appropriate Section

A grievance shall be presented in writing on the form attached as **Exhibit 3** to the appropriate Deputy Chief and, upon request of any party, a meeting shall be held with the grievant and representatives of the Union to discuss the grievance within ten(10) days. The Deputy Chief shall respond in writing to the grievance within ten (10) days after the meeting.

### STEP TWO - Division Director (Fire Chief)

If the grievant disagrees with the decision of the Deputy Chief, they may appeal the decision by presenting a written appeal on the form attached as **Exhibit 3** to the Fire Chief (or designee) within ten (10) days of the receipt of the decision.

Upon request of any party, a meeting shall be held with the grievant and representatives of the Union to discuss the grievance within ten (10) days after the presentation of the appeal to the Fire Chief. The Fire Chief (or designee), shall respond, in writing to the appeal within ten (10) days of the meeting.

### STEP THREE - Chief Administrative Officer

If the grievant disagrees with the decision of the Fire Chief (or designee), they may appeal the decision by presenting a written appeal to the County Chief Administrative Officer (or designee) within ten (10) days of the receipt of the decision.

Upon request of any party, a meeting shall be held with the grievant and representatives of the Union to discuss the grievance within ten (10) days after the presentation of the appeal to the County Chief Administrative Officer (or designee). The County Chief Administrative officer (or designee) shall respond, in writing to the appeal within ten (10) days of the meeting.

## **STEP FOUR – Arbitration**

Upon receipt of the final Step 3 decision, the Union may refer the grievance to arbitration by providing written notice to the Chief Administrative Officer within thirty (30) days after receipt of the final Step 3 decision. The request for arbitration shall be copied to the Fire Chief. Only the Union may refer a grievance to arbitration in accordance with Article 23 of this MOU.

## **22.6 APPEAL OF DISCIPLINARY ACTIONS**

- A. Should a disciplinary decision subject to this grievance procedure be overturned, the party hearing the grievance is authorized to award back pay as a remedy if appropriate.
- B. Written reprimands may only be appealed to Step 3 of this grievance procedure.

## **22.7 MEDIATION**

Upon receipt of the Step 3 decision, the grievant, representatives of the bargaining unit, and the employer may voluntarily agree to participate in grievance mediation. If the parties agree to attempt mediation, any arbitration proceeding (including the time to elect arbitration) will be stayed pending exhaustion, as determined by one of the parties, of the mediation process. The following procedures shall apply to mediation:

1. Mediator names are to be selected, if available, from FMCS.
2. Participation is voluntary.
3. At grievance mediation each party's presentation will be limited to a brief oral argument.
4. Cost of grievance mediation is split.
5. A mediated solution to the grievance resolves the grievance.
6. Rules of procedure will be established by the parties.

## **22.8 WAIVER**

The parties may mutually agree in writing to waive any step of the grievance process.

## **22.9 GRANTING OF RELIEF**

If, at any level of this grievance procedure, the Employer grants all of the relief requested by the employee or Union, such decision shall end further processing of the grievance.

## **22.10 NO REPRISALS**

Except as required by DFRS or County policy, the fact that a grievance is raised by or on behalf of an employee shall not be recorded in the employee's personnel file or in any file or record utilized in the promotion process, nor shall such fact be used in recommendations for job

placement. An employee shall not be placed in jeopardy or be subject to reprisal or discrimination for having followed this grievance procedure.

## **23 ARBITRATION PROCEDURES**

A. The arbitrator shall have the authority to make determinations regarding arbitrability of the grievance. If arbitrability is in dispute, an arbitrability determination must be made prior to addressing the merits of the grievance.

B. Arbitration proceedings shall be conducted by an arbitrator selected by the County and the Union. The County and the Union will attempt to select a mutually agreeable arbitrator within 10 County working days of the date the Union provided notice of its intent to seek arbitration. If the County and the Union are unable to agree on an arbitrator, the parties will jointly request a list of not less than seven (7) arbitrators from the American Arbitration Association or Federal Mediation and Conciliation Service. The parties shall use an alternative strike procedure to select an acceptable name.

C. The arbitrator shall not have authority to amend, alter, modify, add to, or subtract from any provision of this MOU or to limit or diminish the authority of the County as provided by this MOU or by applicable law. The arbitrator shall issue a written decision finding whether or not there has been a violation of this MOU. If such a violation is found, the arbitrator shall specify the remedy in accordance with the terms of this MOU. No award shall provide or require the payment of mental distress damages, pain and suffering, or any form of punitive damages. The parties acknowledge that grievants are under an affirmative obligation to attempt to mitigate their damages during the pendency of the grievance.

D. Upon request by a party, the arbitrator shall have the authority to order the production of such records, documents, or files (whether in hard copy or electronic form) as the arbitrator considers necessary to a full and fair exploration of the issues in dispute. In evaluating a request to order the production of documents, the arbitrator should consider the burden of the requested production and the expedited nature of arbitration.

E. The arbitrator's decision shall be binding on the Parties, except that the decision may be appealed to a court of competent jurisdiction pursuant to the procedures set forth in the Maryland Uniform Arbitration Act, Md. Code, Cts. & Jud. Proc. §§ 3-224 to 3-228.

F. If either party desires a verbatim record of the proceedings, it may cause such a record to be made by a qualified court reporter. The cost of the verbatim record for proceedings shall be borne by the party causing the record to be made, or, if requested by both parties, shall be split equally. The remaining costs of the arbitration shall be divided equally between the County and the Union, except that the costs incurred in presenting or defending the grievance to the arbitrator shall be borne by the side incurring the expense.

## **24 DURATION**

A. The duration of this MOU shall be from July 1, 2025 through June 30, 2028.

B. In the event that the parties have not negotiated a successor contract as of the expiration date of this MOU, it is hereby agreed that all of the provisions of this MOU shall remain in full force and effect until a successor agreement is achieved through collective bargaining or through the applicable “impasse” resolution procedures of the Frederick County Code.

## **25 MID-TERM BARGAINING**

A. All bargaining unit employees shall comply with all County regulations, policies, procedures, protocols, and orders, including those relating to conduct and work performance, unless specifically modified in this MOU.

B. Employees shall have access to the current County regulations, policies, procedures, protocols, and orders in electronic format accessible at each work location and remotely and shall be notified of any changes therein.

C. The County agrees to furnish the Union President with new or proposed changes regarding regulations, policies, procedures, protocols, or practices that will affect working conditions or terms and/or conditions of employment at least ten (10) County work days prior to their implementation, unless a shorter time period is required due to emergency or exigent circumstances.

i. If the County provides the Union with written, electronic notice and opportunity outside normal Division of Fire and Rescue Services’ business hours (Monday through Friday, 9:00 am to 5:00 pm), the electronically transmitted notices will be deemed received on the following business day. The County will provide the Union with written notice of its designee authorized to transmit documents for notice and opportunity to bargain.

ii. Such written notice shall be addressed to the Union President and shall be sent by electronic mail to the address designated by the Union. Such written notice shall include an explanation and/or description of the new or revised regulation, policy, procedure, protocol, or practice and the date on which the County intends to implement it.

iii. The Union shall have five (5) County work days to notify the County that it requests to bargain over the proposed change. The County may refuse to bargain regarding any change in a regulation, policy, procedure, protocol, or practice that is not negotiable.

iv. The Union shall submit written comments or, if appropriate, proposals regarding the new or revised regulation, policy, procedure, protocol, or practice no later than five (5) County work days after the Union has notified the County of its request to bargain over the proposed change. During that period, the Union may request to meet and confer with the County

regarding the new or revised regulation, policy, procedure, protocol, or practice. The County will accommodate the Union's request to meet and confer to the extent practicable.

v. If the County and the Union bargain to impasse under this section regarding a negotiable matter that is not covered by this MOU, the County may unilaterally implement its final bargaining proposal after impasse is reached. The County's unilateral implementation of such a change during the term of this MOU shall not prevent the Union from requesting to negotiate a change to the regulation, policy, procedure, protocol, or practice during negotiations for a successor to this MOU; if interest arbitration on the successor agreement becomes necessary, a proposal implemented by the County under this subsection shall not be afforded any deference by the arbitrator merely because it is the *status quo* at that time.

D. Disputes concerning whether any new or proposed change to a regulation, policy, procedure, or protocol falls within the exclusive rights and responsibilities vested to the County by Frederick County Code Section 1-2-124 shall not be governed by the grievance and arbitration procedures in this MOU, but may be submitted by either Party for resolution to a court of competent jurisdiction.

## **26 SAVINGS CLAUSE**

If any provision of this MOU, or the application of such provision, should be rendered or declared invalid by any court action or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this MOU remain in full force and effect.

## **27 RATIFICATION**

Upon ratification by the membership of the Bargaining Unit and execution by the County Executive, this MOU will be funded in the County Executive's proposed budget for each fiscal year covered by this agreement.

The parties shall act expeditiously and in good faith to implement all terms and conditions of the MOU.

IN WITNESS WHEREOF, the parties hereto have caused their names to be subscribed hereto by their duly authorized officer and representative this 11<sup>th</sup> day of March, 2025.



**Career Fire Fighters Association of Frederick County, MD Inc.,  
Local #3666, International Association of Fire Fighters**

By:   
Stephen G. Jones, President

**Frederick County, Maryland**



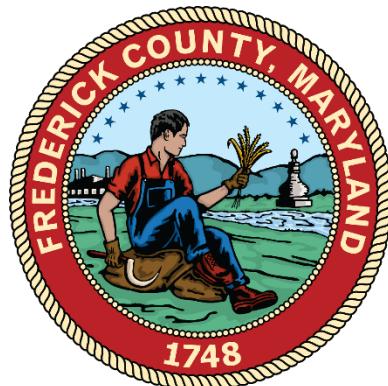
By:   
County Executive Jessica Fitzwater

EXHIBIT 1

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**FREDERICK COUNTY, MARYLAND**



**AND**

**THE FREDERICK COUNTY  
PROFESSIONAL FIRE FIGHTERS ASSOCIATION  
I.A.F.F. LOCAL 3666**



**JULY 1, 2025 THROUGH JUNE 30, 2028 \***

**(\*Note: Please refer to Section 24 regarding Duration)**

FF Recruit \$51,564														
Year	Months	Step	Firefighter 1	Firefighter 1 Hrly	Firefighter 2	Firefighter 2 Hrly	Firefighter 3	Firefighter 3 Hrly	Tech	Tech Hrly	Lt	Lt Hrly	Capt	Capt Hrly
0	0-12	1	\$54,564	\$21,8605	\$58,383	\$23,3907	\$62,470	\$25,0281	\$68,717	\$27,5309	\$75,589	\$30,2840	\$83,148	\$33,3124
1	13-24	2	\$57,019	\$22,8442	\$61,011	\$24,4433	\$65,281	\$26,1544	\$71,809	\$28,7698	\$78,990	\$31,6468	\$86,889	\$34,8115
2	25-36	3	\$59,475	\$23,8280	\$63,638	\$25,4959	\$68,092	\$27,2806	\$74,902	\$30,0087	\$82,392	\$33,0096	\$90,631	\$36,3105
3	37-48	4	\$61,930	\$24,8117	\$66,265	\$26,5485	\$70,904	\$28,4069	\$77,994	\$31,2476	\$85,793	\$34,3723	\$94,373	\$37,8096
4	49-60	5	\$64,385	\$25,7954	\$68,892	\$27,6011	\$73,715	\$29,5332	\$81,086	\$32,4865	\$89,195	\$35,7351	\$98,114	\$39,3086
5	61-72	6	\$66,841	\$26,7791	\$71,520	\$28,6537	\$76,526	\$30,6594	\$84,178	\$33,7254	\$92,596	\$37,0979	\$101,856	\$40,8077
6	73-84	7	\$69,296	\$27,7628	\$74,147	\$29,7062	\$79,337	\$31,7857	\$87,271	\$34,9642	\$95,998	\$38,4607	\$105,598	\$42,3067
7	85-96	8	\$71,751	\$28,7466	\$76,774	\$30,7588	\$82,148	\$32,9119	\$90,363	\$36,2031	\$99,399	\$39,8235	\$109,339	\$43,8058
8 & 9	97-120	9	\$74,207	\$29,7303	\$79,401	\$31,8114	\$84,959	\$34,0382	\$93,455	\$37,4420	\$102,801	\$41,1862	\$113,081	\$45,3049
10 & 11	121-144	10	\$76,662	\$30,7140	\$82,029	\$32,8640	\$87,771	\$35,1645	\$96,548	\$38,6809	\$106,202	\$42,5490	\$116,823	\$46,8039
12 & 13	145-168	11	\$79,118	\$31,6977	\$84,656	\$33,9166	\$90,582	\$36,2907	\$99,640	\$39,9198	\$109,604	\$43,9118	\$120,564	\$48,3030
14 & 15	169-192	12	\$81,573	\$32,6815	\$87,283	\$34,9692	\$93,393	\$37,4170	\$102,732	\$41,1587	\$113,005	\$45,2746	\$124,306	\$49,8020
16 & 17	193-216	13	\$84,028	\$33,6652	\$89,910	\$36,0217	\$96,204	\$38,5433	\$105,824	\$42,3976	\$116,407	\$46,6374	\$128,048	\$51,3011
18 & 19	217-240	14	\$86,484	\$34,6489	\$92,538	\$37,0743	\$99,015	\$39,6695	\$108,917	\$43,6365	\$119,808	\$48,0001	\$131,789	\$52,8001
20 & 21	241-264	15	\$88,939	\$35,6326	\$95,165	\$38,1269	\$101,826	\$40,7958	\$112,009	\$44,8754	\$123,210	\$49,3629	\$135,531	\$54,2992
22-25	265-312	16	\$91,394	\$36,6163	\$97,792	\$39,1795	\$104,637	\$41,9221	\$115,101	\$46,1143	\$126,611	\$50,7257	\$139,272	\$55,7983
26 plus	313 plus	Longevity	\$93,850	\$37,6001	\$100,419	\$40,2321	\$107,449	\$43,0483	\$118,193	\$47,3532	\$130,013	\$52,0885	\$143,014	\$57,2973

Step Incr. 4.5% of Base \$2,455 \$2,627 \$2,811 \$3,092 \$3,401 \$3,742

<u>Year</u>	<u>Months</u>	<u>Step</u>	<u>FireMedic 1</u>	<u>FireMedic 1 Hrly</u>	<u>FireMedic 2</u>	<u>FireMedic 2 Hrly</u>	<u>FireMedic 3</u>	<u>FireMedic 3 Hrly</u>	<u>TechMedic</u>	<u>TechMedic Hrly</u>	<u>Lt Medic</u>	<u>Lt Medic Hrly</u>	<u>Capt Medic</u>	<u>Capt Medic Hrly</u>
0	0-12	1	\$64,564	\$25,8669	\$68,383	\$27,3972	\$72,470	\$29,0345	\$78,717	\$31,5373	\$85,589	\$34,2904	\$93,148	\$37,3188
1	13-24	2	\$67,019	\$26,8506	\$71,011	\$28,4497	\$75,281	\$30,1608	\$81,809	\$32,7762	\$88,990	\$35,6532	\$96,889	\$38,8179
2	25-36	3	\$69,475	\$27,8344	\$73,638	\$29,5023	\$78,092	\$31,2870	\$84,902	\$34,0151	\$92,392	\$37,0160	\$100,631	\$40,3169
3	37-48	4	\$71,930	\$28,8181	\$76,265	\$30,5549	\$80,904	\$32,4133	\$87,994	\$35,2540	\$95,793	\$38,3787	\$104,373	\$41,8160
4	49-60	5	\$74,385	\$29,8018	\$78,892	\$31,6075	\$83,715	\$33,5396	\$91,086	\$36,4929	\$99,195	\$39,7415	\$108,114	\$43,3150
5	61-72	6	\$76,841	\$30,7855	\$81,520	\$32,6601	\$86,526	\$34,6658	\$94,178	\$37,7318	\$102,596	\$41,1043	\$111,856	\$44,8141
6	73-84	7	\$79,296	\$31,7693	\$84,147	\$33,7127	\$89,337	\$35,7921	\$97,271	\$38,9707	\$105,998	\$42,4671	\$115,598	\$46,3131
7	85-96	8	\$81,751	\$32,7530	\$86,774	\$34,7652	\$92,148	\$36,9184	\$100,363	\$40,2095	\$109,399	\$43,8299	\$119,339	\$47,8122
8 & 9	97-120	9	\$84,207	\$33,7367	\$89,401	\$35,8178	\$94,959	\$38,0446	\$103,455	\$41,4484	\$112,801	\$45,1926	\$123,081	\$49,3113
10 & 11	121-144	10	\$86,662	\$34,7204	\$92,029	\$36,8704	\$97,771	\$39,1709	\$106,548	\$42,6873	\$116,202	\$46,5554	\$126,823	\$50,8103
12 & 13	145-168	11	\$89,118	\$35,7041	\$94,656	\$37,9230	\$100,582	\$40,2971	\$109,640	\$43,9262	\$119,604	\$47,9182	\$130,564	\$52,3094
14 & 15	169-192	12	\$91,573	\$36,6879	\$97,283	\$38,9756	\$103,393	\$41,4234	\$112,732	\$45,1651	\$123,005	\$49,2810	\$134,306	\$53,8084
16 & 17	193-216	13	\$94,028	\$37,6716	\$99,910	\$40,0282	\$106,204	\$42,5497	\$115,824	\$46,4040	\$126,407	\$50,6438	\$138,048	\$55,3075
18 & 19	217-240	14	\$96,484	\$38,6553	\$102,538	\$41,0807	\$109,015	\$43,6759	\$118,917	\$47,6429	\$129,808	\$52,0065	\$141,789	\$56,8066
20 & 21	241-264	15	\$98,939	\$39,6390	\$105,165	\$42,1333	\$111,826	\$44,8022	\$122,009	\$48,8818	\$133,210	\$53,3693	\$145,531	\$58,3056
22-25	265-312	16	\$101,394	\$40,6228	\$107,792	\$43,1859	\$114,637	\$45,9285	\$125,101	\$50,1207	\$136,611	\$54,7321	\$149,272	\$59,8047
26 plus	313 plus	Longevity	\$103,850	\$41,6065	\$110,419	\$44,2385	\$117,449	\$47,0547	\$128,193	\$51,3596	\$140,013	\$56,0949	\$153,014	\$61,3037

Medic Pay

\$10,000

\$10,000

\$10,000

\$10,000

\$10,000

\$10,000

FF Recruit \$52,928														
Year	Months	Step	Firefighter 1	Firefighter 1 Hrly	Firefighter 2	Firefighter 2 Hrly	Firefighter 3	Firefighter 3 Hrly	Tech	Tech Hrly	Lt	Lt Hrly	Capt	Capt Hrly
0	0-12	1	\$55,928	\$22,4071	\$59,843	\$23,9756	\$64,032	\$25,6539	\$70,435	\$28,2193	\$77,479	\$31,0412	\$85,227	\$34,1453
1	13-24	2	\$58,445	\$23,4154	\$62,536	\$25,0545	\$66,914	\$26,8083	\$73,605	\$29,4891	\$80,965	\$32,4380	\$89,062	\$35,6819
2	25-36	3	\$60,962	\$24,4237	\$65,229	\$26,1334	\$69,795	\$27,9627	\$76,774	\$30,7590	\$84,452	\$33,8349	\$92,897	\$37,2184
3	37-48	4	\$63,478	\$25,4320	\$67,922	\$27,2123	\$72,676	\$29,1172	\$79,944	\$32,0289	\$87,938	\$35,2318	\$96,732	\$38,7549
4	49-60	5	\$65,995	\$26,4404	\$70,615	\$28,2912	\$75,558	\$30,2716	\$83,114	\$33,2987	\$91,425	\$36,6286	\$100,568	\$40,2915
5	61-72	6	\$68,512	\$27,4487	\$73,308	\$29,3701	\$78,439	\$31,4260	\$86,283	\$34,5686	\$94,912	\$38,0255	\$104,403	\$41,8280
6	73-84	7	\$71,029	\$28,4570	\$76,001	\$30,4490	\$81,321	\$32,5804	\$89,453	\$35,8385	\$98,398	\$39,4223	\$108,238	\$43,3645
7	85-96	8	\$73,545	\$29,4653	\$78,694	\$31,5279	\$84,202	\$33,7349	\$92,622	\$37,1083	\$101,885	\$40,8192	\$112,073	\$44,9011
8 & 9	97-120	9	\$76,062	\$30,4736	\$81,387	\$32,6068	\$87,084	\$34,8893	\$95,792	\$38,3782	\$105,371	\$42,2160	\$115,908	\$46,4376
10 & 11	121-144	10	\$78,579	\$31,4820	\$84,080	\$33,6857	\$89,965	\$36,0437	\$98,962	\$39,6481	\$108,858	\$43,6129	\$119,744	\$47,9742
12 & 13	145-168	11	\$81,096	\$32,4903	\$86,772	\$34,7646	\$92,847	\$37,1981	\$102,131	\$40,9179	\$112,344	\$45,0097	\$123,579	\$49,5107
14 & 15	169-192	12	\$83,613	\$33,4986	\$89,465	\$35,8435	\$95,728	\$38,3525	\$105,301	\$42,1878	\$115,831	\$46,4066	\$127,414	\$51,0472
16 & 17	193-216	13	\$86,129	\$34,5069	\$92,158	\$36,9224	\$98,609	\$39,5070	\$108,470	\$43,4577	\$119,317	\$47,8034	\$131,249	\$52,5838
18 & 19	217-240	14	\$88,646	\$35,5152	\$94,851	\$38,0013	\$101,491	\$40,6614	\$111,640	\$44,7275	\$122,804	\$49,2003	\$135,084	\$54,1203
20 & 21	241-264	15	\$91,163	\$36,5236	\$97,544	\$39,0802	\$104,372	\$41,8158	\$114,810	\$45,9974	\$126,290	\$50,5971	\$138,920	\$55,6569
22-25	265-312	16	\$93,680	\$37,5319	\$100,237	\$40,1591	\$107,254	\$42,9702	\$117,979	\$47,2673	\$129,777	\$51,9940	\$142,755	\$57,1934
26 plus	313 plus	Longevity	\$96,196	\$38,5402	\$102,930	\$41,2380	\$110,135	\$44,1247	\$121,149	\$48,5371	\$133,264	\$53,3909	\$146,590	\$58,7299

Step Incr.

4.5% of Base

\$2,517

\$2,693

\$2,881

\$3,170

\$3,487

\$3,835

Year	Months	Step	FireMedic 1	FireMedic 1 Hrly	FireMedic 2	FireMedic 2 Hrly	FireMedic 3	FireMedic 3 Hrly	TechMedic	TechMedic Hrly	Lt Medic	Lt Medic Hrly	Capt Medic	Capt Medic Hrly
0	0-12	1	\$65,928	\$26.4135	\$69,843	\$27.9820	\$74,032	\$29.6603	\$80,435	\$32.2257	\$87,479	\$35.0476	\$95,227	\$38.1517
1	13-24	2	\$68,445	\$27.4218	\$72,536	\$29.0609	\$76,914	\$30.8147	\$83,605	\$33.4955	\$90,965	\$36.4445	\$99,062	\$39.6883
2	25-36	3	\$70,962	\$28.4301	\$75,229	\$30.1398	\$79,795	\$31.9691	\$86,774	\$34.7654	\$94,452	\$37.8413	\$102,897	\$41.2248
3	37-48	4	\$73,478	\$29.4385	\$77,922	\$31.2187	\$82,676	\$33.1236	\$89,944	\$36.0353	\$97,938	\$39.2382	\$106,732	\$42.7613
4	49-60	5	\$75,995	\$30.4468	\$80,615	\$32.2976	\$85,558	\$34.2780	\$93,114	\$37.3051	\$101,425	\$40.6350	\$110,568	\$44.2979
5	61-72	6	\$78,512	\$31.4551	\$83,308	\$33.3765	\$88,439	\$35.4324	\$96,283	\$38.5750	\$104,912	\$42.0319	\$114,403	\$45.8344
6	73-84	7	\$81,029	\$32.4634	\$86,001	\$34.4554	\$91,321	\$36.5868	\$99,453	\$39.8449	\$108,398	\$43.4287	\$118,238	\$47.3710
7	85-96	8	\$83,545	\$33.4717	\$88,694	\$35.5343	\$94,202	\$37.7413	\$102,622	\$41.1147	\$111,885	\$44.8256	\$122,073	\$48.9075
8 & 9	97-120	9	\$86,062	\$34.4801	\$91,387	\$36.6132	\$97,084	\$38.8957	\$105,792	\$42.3846	\$115,371	\$46.2224	\$125,908	\$50.4440
10 & 11	121-144	10	\$88,579	\$35.4884	\$94,080	\$37.6921	\$99,965	\$40.0501	\$108,962	\$43.6545	\$118,858	\$47.6193	\$129,744	\$51.9806
12 & 13	145-168	11	\$91,096	\$36.4967	\$96,772	\$38.7710	\$102,847	\$41.2045	\$112,131	\$44.9243	\$122,344	\$49.0161	\$133,579	\$53.5171
14 & 15	169-192	12	\$93,613	\$37.5050	\$99,465	\$39.8499	\$105,728	\$42.3590	\$115,301	\$46.1942	\$125,831	\$50.4130	\$137,414	\$55.0537
16 & 17	193-216	13	\$96,129	\$38.5133	\$102,158	\$40.9288	\$108,609	\$43.5134	\$118,470	\$47.4641	\$129,317	\$51.8098	\$141,249	\$56.5902
18 & 19	217-240	14	\$98,646	\$39.5217	\$104,851	\$42.0077	\$111,491	\$44.6678	\$121,640	\$48.7339	\$132,804	\$53.2067	\$145,084	\$58.1267
20 & 21	241-264	15	\$101,163	\$40.5300	\$107,544	\$43.0866	\$114,372	\$45.8222	\$124,810	\$50.0038	\$136,290	\$54.6036	\$148,920	\$59.6633
22-25	265-312	16	\$103,680	\$41.5383	\$110,237	\$44.1655	\$117,254	\$46.9767	\$127,979	\$51.2737	\$139,777	\$56.0004	\$152,755	\$61.1998
26 plus	313 plus	Longevity	\$106,196	\$42.5466	\$112,930	\$45.2444	\$120,135	\$48.1311	\$131,149	\$52.5435	\$143,264	\$57.3973	\$156,590	\$62.7363

Medic Pay

\$10,000

\$10,000

\$10,000

\$10,000

\$10,000

\$10,000

FF Recruit \$54,326														
Year	Months	Step	Firefighter 1	Firefighter 1 Hrly	Firefighter 2	Firefighter 2 Hrly	Firefighter 3	Firefighter 3 Hrly	Tech	Tech Hrly	Lt	Lt Hrly	Capt	Capt Hrly
0	0-12	1	\$57,326	\$22,9672	\$61,339	\$24,5749	\$65,633	\$26,2952	\$72,196	\$28,9247	\$79,416	\$31,8172	\$87,357	\$34,9989
1	13-24	2	\$59,906	\$24,0008	\$64,099	\$25,6808	\$68,586	\$27,4785	\$75,445	\$30,2263	\$82,989	\$33,2489	\$91,288	\$36,5738
2	25-36	3	\$62,486	\$25,0343	\$66,860	\$26,7867	\$71,540	\$28,6617	\$78,694	\$31,5279	\$86,563	\$34,6807	\$95,219	\$38,1488
3	37-48	4	\$65,065	\$26,0678	\$69,620	\$27,8925	\$74,493	\$29,8450	\$81,943	\$32,8295	\$90,137	\$36,1125	\$99,150	\$39,7237
4	49-60	5	\$67,645	\$27,1013	\$72,380	\$28,9984	\$77,447	\$31,0283	\$85,191	\$34,1311	\$93,710	\$37,5443	\$103,082	\$41,2987
5	61-72	6	\$70,225	\$28,1349	\$75,140	\$30,1043	\$80,400	\$32,2116	\$88,440	\$35,4328	\$97,284	\$38,9760	\$107,013	\$42,8736
6	73-84	7	\$72,804	\$29,1684	\$77,901	\$31,2102	\$83,354	\$33,3949	\$91,689	\$36,7344	\$100,858	\$40,4078	\$110,944	\$44,4486
7	85-96	8	\$75,384	\$30,2019	\$80,661	\$32,3160	\$86,307	\$34,5782	\$94,938	\$38,0360	\$104,432	\$41,8396	\$114,875	\$46,0235
8 & 9	97-120	9	\$77,964	\$31,2354	\$83,421	\$33,4219	\$89,261	\$35,7614	\$98,187	\$39,3376	\$108,005	\$43,2713	\$118,806	\$47,5985
10 & 11	121-144	10	\$80,543	\$32,2690	\$86,181	\$34,5278	\$92,214	\$36,9447	\$101,435	\$40,6392	\$111,579	\$44,7031	\$122,737	\$49,1734
12 & 13	145-168	11	\$83,123	\$33,3025	\$88,942	\$35,6337	\$95,168	\$38,1280	\$104,684	\$41,9408	\$115,153	\$46,1349	\$126,668	\$50,7484
14 & 15	169-192	12	\$85,703	\$34,3360	\$91,702	\$36,7395	\$98,121	\$39,3113	\$107,933	\$43,2424	\$118,726	\$47,5667	\$130,599	\$52,3233
16 & 17	193-216	13	\$88,282	\$35,3695	\$94,462	\$37,8454	\$101,074	\$40,4946	\$111,182	\$44,5440	\$122,300	\$48,9984	\$134,530	\$53,8983
18 & 19	217-240	14	\$90,862	\$36,4031	\$97,222	\$38,9513	\$104,028	\$41,6779	\$114,431	\$45,8456	\$125,874	\$50,4302	\$138,461	\$55,4732
20 & 21	241-264	15	\$93,442	\$37,4366	\$99,983	\$40,0571	\$106,981	\$42,8611	\$117,680	\$47,1473	\$129,448	\$51,8620	\$142,392	\$57,0482
22-25	265-312	16	\$96,021	\$38,4701	\$102,743	\$41,1630	\$109,935	\$44,0444	\$120,928	\$48,4489	\$133,021	\$53,2938	\$146,323	\$58,6231
26 plus	313 plus	Longevity	\$98,601	\$39,5036	\$105,503	\$42,2689	\$112,888	\$45,2277	\$124,177	\$49,7505	\$136,595	\$54,7255	\$150,254	\$60,1981

Step Incr.

4.5% of Base

\$2,580

\$2,760

\$2,953

\$3,249

\$3,574

\$3,931

Year	Months	Step	FireMedic 1	FireMedic 1 Hrly	FireMedic 2	FireMedic 2 Hrly	FireMedic 3	FireMedic 3 Hrly	TechMedic	TechMedic Hrly	Lt Medic	Lt Medic Hrly	Capt Medic	Capt Medic Hrly
0	0-12	1	\$67,326	\$26.9736	\$71,339	\$28.5813	\$75,633	\$30.3016	\$82,196	\$32.9311	\$89,416	\$35.8236	\$97,357	\$39.0053
1	13-24	2	\$69,906	\$28.0072	\$74,099	\$29.6872	\$78,586	\$31.4849	\$85,445	\$34.2327	\$92,989	\$37.2553	\$101,288	\$40.5802
2	25-36	3	\$72,486	\$29.0407	\$76,860	\$30.7931	\$81,540	\$32.6682	\$88,694	\$35.5343	\$96,563	\$38.6871	\$105,219	\$42.1552
3	37-48	4	\$75,065	\$30.0742	\$79,620	\$31.8990	\$84,493	\$33.8514	\$91,943	\$36.8359	\$100,137	\$40.1189	\$109,150	\$43.7301
4	49-60	5	\$77,645	\$31.1077	\$82,380	\$33.0048	\$87,447	\$35.0347	\$95,191	\$38.1376	\$103,710	\$41.5507	\$113,082	\$45.3051
5	61-72	6	\$80,225	\$32.1413	\$85,140	\$34.1107	\$90,400	\$36.2180	\$98,440	\$39.4392	\$107,284	\$42.9824	\$117,013	\$46.8800
6	73-84	7	\$82,804	\$33.1748	\$87,901	\$35.2166	\$93,354	\$37.4013	\$101,689	\$40.7408	\$110,858	\$44.4142	\$120,944	\$48.4550
7	85-96	8	\$85,384	\$34.2083	\$90,661	\$36.3224	\$96,307	\$38.5846	\$104,938	\$42.0424	\$114,432	\$45.8460	\$124,875	\$50.0299
8 & 9	97-120	9	\$87,964	\$35.2418	\$93,421	\$37.4283	\$99,261	\$39.7679	\$108,187	\$43.3440	\$118,005	\$47.2778	\$128,806	\$51.6049
10 & 11	121-144	10	\$90,543	\$36.2754	\$96,181	\$38.5342	\$102,214	\$40.9511	\$111,435	\$44.6456	\$121,579	\$48.7095	\$132,737	\$53.1798
12 & 13	145-168	11	\$93,123	\$37.3089	\$98,942	\$39.6401	\$105,168	\$42.1344	\$114,684	\$45.9472	\$125,153	\$50.1413	\$136,668	\$54.7548
14 & 15	169-192	12	\$95,703	\$38.3424	\$101,702	\$40.7459	\$108,121	\$43.3177	\$117,933	\$47.2488	\$128,726	\$51.5731	\$140,599	\$56.3297
16 & 17	193-216	13	\$98,282	\$39.3759	\$104,462	\$41.8518	\$111,074	\$44.5010	\$121,182	\$48.5504	\$132,300	\$53.0048	\$144,530	\$57.9047
18 & 19	217-240	14	\$100,862	\$40.4095	\$107,222	\$42.9577	\$114,028	\$45.6843	\$124,431	\$49.8521	\$135,874	\$54.4366	\$148,461	\$59.4796
20 & 21	241-264	15	\$103,442	\$41.4430	\$109,983	\$44.0636	\$116,981	\$46.8676	\$127,680	\$51.1537	\$139,448	\$55.8684	\$152,392	\$61.0546
22-25	265-312	16	\$106,021	\$42.4765	\$112,743	\$45.1694	\$119,935	\$48.0508	\$130,928	\$52.4553	\$143,021	\$57.3002	\$156,323	\$62.6295
26 plus	313 plus	Longevity	\$108,601	\$43.5100	\$115,503	\$46.2753	\$122,888	\$49.2341	\$134,177	\$53.7569	\$146,595	\$58.7319	\$160,254	\$64.2045

Medic Pay

\$10,000

\$10,000

\$10,000

\$10,000

\$10,000

\$10,000

## EXHIBIT 3

**FREDERICK COUNTY - IAFF LOCAL 3666**  
**GRIEVANCE SUBMISSION FORM**



Date submitted: \_\_\_\_\_

This grievance is submitted at Step 1  Step 2 

Submitted to: \_\_\_\_\_

Name of Employee(s): \_\_\_\_\_

Name of Union Representative (if applicable): \_\_\_\_\_

Check here if this is a grievance pursuant to MOU Section 22.2(A):   
 (must be approved by Union President)

Section 22.1 of the negotiated Memorandum of Understanding between Frederick County, MD, and the Frederick County Professional Fire Fighters Association, Inc. defines a grievance as a “a dispute concerning the application or interpretation of the terms of [the] MOU, including but not limited to disciplinary actions in excess of a written reprimand.” **Please refer to the MOU for information regarding the grievance procedure and timelines.**

**MOU Articles(s) Believed to Be Violated:**

**Explanation of Grievance:** You can attach supporting materials or additional paper, if needed.

**Remedy Requested:**

**Informal Resolution:** Describe the steps you have already taken to attempt to resolve the grievance, if any.

The information provided in this grievance form is truthful and accurate to the best of my knowledge.

I am submitting this grievance under the grievance procedure outlined in the MOU between my union and Frederick County, Maryland, and I understand that the timelines and procedures as outlined in the MOU will apply.

\_\_\_\_\_  
 Signature of Employee or Union Representative

\_\_\_\_\_  
 Date