



DEPARTMENT OF FIRE AND RESCUE SERVICES
MONTGOMERY COUNTY, MD.

DIRECTIVE

NUMBER: 97-8

June 17, 1997

TO: All DFRS Personnel

FROM: Chief Jon C. Grover, Director
Department of Fire and Rescue Services

A handwritten signature in cursive script, appearing to read "Jon C. Grover".

SUBJECT: Working Out of Class Agreement

Effective July 1, 1997 the way in which working out of class compensation is managed will change. The new Working Out of Class Agreement is attached for your review. Also attached are two new forms which must be used when submitting a request for working out of class compensation. If you have any questions regarding the agreement or the forms, please contact District Chief Bill Henry or Assistant Chief Bob Allwang.

You have until July 31, 1997 to submit requests for compensation under the Working Out of Class Agreement which is contained in the Contract for July 1, 1995 to June 30, 1997. Any request for working out of class compensation under the 1995 - 1997 Contract must be received by August 1, 1997 in order to be processed.

JCG/lld/k:\directfor2

Amend MEMORANDUM OF UNDERSTANDING CONCERNING
COMPENSATION FOR WORKING OUT OF CLASS, as follows:

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

~~As a result of the Collective Bargaining process, the~~ The parties have agreed on certain compensation procedures for bargaining unit employees in the firefighter/rescuer classification series of Firefighter II, III and Master Firefighter as follows:

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

A. Master Firefighter/Rescuer

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

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

B. Firefighter/Rescuer II and III

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

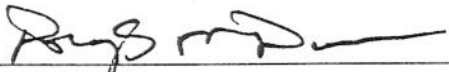
f. C. The provisions of this memorandum of understanding shall be grievable and arbitrable pursuant to the procedure found in Article 38 of the parties collective bargaining agreement.

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

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

i. F. This Memorandum of Understanding will ~~remain in effect for the period July 1, 1995 and will expire June 30, 1997~~ become effective on July 1, 1997 and will expire June 30, 1999.

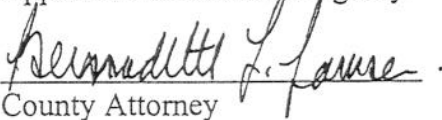
FOR THE MONTGOMERY COUNTY
GOVERNMENT



Douglas M. Duncan
County Executive
Montgomery County

Date: 3/31/97


Approved for form and legality.



Bernard L. Lawrence
County Attorney

Date: 3/26/97

FOR THE MCCFFA, IAFF
LOCAL 1664, AFL-CIO



John Sparks, President
MCCFFA, IAFF, Local 1664
AFL-CIO

Date: 3/26/97

REQUEST FOR COMPENSATION

WORKING OUT OF CLASS AS A FIREFIGHTER II OR III

I submit this request for working out of class compensation. I affirm that the information contained in this request is true and accurate to the best of my knowledge.

NAME: _____

STATION: _____

6 MONTH PERIOD: FROM _____ TO _____

TOTAL HOURS COMPENSABLE FROM ATTACHED PAGES: _____

SIGNATURE: _____

I affirm that I have verified this request and find it true and accurate to the best of my knowledge.

SHIFT SUPERVISOR: _____

DATE: _____

REQUEST FOR COMPENSATION

WORKING OUT OF CLASS AS A MASTER FIREFIGHTER

I submit this request for working out of class compensation. I affirm that the information contained in this request is true and accurate to the best of my knowledge.

NAME: _____

STATION: _____

6 MONTH PERIOD: FROM _____ TO _____

TOTAL HOURS COMPENSABLE FROM ATTACHED PAGES: _____

SIGNATURE: _____

I affirm that I have verified this request and find it true and accurate to the best of my knowledge.

SHIFT SUPERVISOR: _____

DATE: _____

