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COUNTY COUNCIL OF PRINCE GEORGE'S COUNTY, MARYLAND

Legislative Session

1992

Bill No. _____ CB-58-

1992

Chapter No.

55

Proposed and Presented by The Chairman (by request -

_____ County

Executive) _____

Introduced by _____ Council Member

Bell _____

Co-Sponsors

Date of Introduction _____ July 7,

1992

BILL

AN ACT concerning

Collective Bargaining Agreement - International Association of
Fire Fighters, Local 1619, AFL-CIO (Nonuniformed Civilians).

FOR the purpose of approving the labor agreement by and between
Prince George's County and the International Association of
Fire Fighters Local 1619, AFL-CIO, to provide for wage

increases and certain other terms and conditions of employment for personnel classifications certified by the Prince George's County Public Employee Relations Board.

BY adding:

SUBTITLE 16. PERSONNEL.

Section 16-233 (f) (20),

The Prince George's County Code

(1991 Edition).

SECTION 1. BE IT ENACTED by the County Council of Prince George's County, Maryland, that Section 16-233 (f) (20) of the Prince George's County Code be and the same is hereby added:

SUBTITLE 16. PERSONNEL.

DIVISION 19. COLLECTIVE BARGAINING.

Sec. 16-233. General.

(f) The following collective bargaining agreements are hereby adopted and approved:

(20) Declaration of Approval - International Association of Fire Fighters, Local 1619, AFL-CIO (Nonuniformed Civilians).

The County Council of Prince George's County, Maryland having fully considered the labor agreement concluded between Prince George's County and the International Association of Fire Fighters, Local 1619, AFL-CIO, on May 6, 1992, and the amendment thereto dated June 26, 1992, hereby approves said agreement and the amendment thereto for nonuniformed civilian employees in the Fire Department in accordance with the provisions of Section 13A-109 of the Prince George's County

Code.

SECTION 2. BE IT FURTHER ENACTED that the new provisions of this Act shall supersede the provisions of CB-13-1992.

SECTION 3. BE IT FURTHER ENACTED that this Act shall take effect forty-five (45) calendar days after it becomes law and that the provisions of the agreement shall be effective on that date unless specified therein.

Adopted this 28th day of July, 1992.

COUNTY COUNCIL OF PRINCE
GEORGE'S COUNTY, MARYLAND

BY:

Richard J. Castaldi
Chairman

ATTEST:

Joyce T. Sweeney
Acting Clerk of the Council

APPROVED:

DATE: _____

BY:

Parris N. Glendening
County Executive

KEY:

Underscoring indicates language added to existing law.
[Brackets] indicate language deleted from existing law.
Asterisks *** indicate intervening existing Code provisions
that remain
unchanged.

AGREEMENT MADE BY
AND BETWEEN
PRINCE GEORGE'S COUNTY, MARYLAND
AND
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS
LOCAL 1619
THROUGH JUNE 30, 1993
(NONUNIFORMED CIVILIAN BARGAINING UNIT)

TABLE OF CONTENTS

	Page
PURPOSE	1
ARTICLE I RECOGNITION	1
ARTICLE II EQUAL EMPLOYMENT OPPORTUNITY	2
Section 2.1 Policy	2
ARTICLE III ORGANIZATIONAL SECURITY	2
Section 3.1 Union Membership	2
Section 3.2 Checkoff	2
Section 3.3 Conferences and Seminars	3
Section 3.4 Leave for Negotiations	3
Section 3.5 Union President	3
Section 3.6 Communication Distribution	3
Section 3.7 Union Pins and Jackets	3
Section 3.8 Non-participation in Volunteer Activities	3
Section 3.9 Uniforms	3
ARTICLE IV MANAGEMENT RIGHTS	4
ARTICLE V WAGES	4
Section 5.1 Wages	4
Section 5.2 Supplemental Retirement Benefit	5
Section 5.3 Group Health Insurance Coverage	7
Section 5.4 Call-Back Pay	7
Section 5.5 Early Reporting Time	8
Section 5.6 Holidays	8
Section 5.7 Holiday Pay	8
Section 5.8 Stand-by Duty	8
Section 5.9 Pay While on I.O.J. Leave	9
Section 5.10 No Layoff, No Furlough Clause	9
ARTICLE VI LEAVE PROVISIONS	9
Section 6.1 Sick Leave	9
Section 6.2 Annual Leave	9
Section 6.3 Leave of Absence	9
Section 6.4 Personal Leave	9

Section 6.5 Bereavement Leave	10
Section 6.6 Additional Leave Provisions	10
Section 6.7 Unused Sick Leave	10
Section 6.8 Sick Leave Bank	10
Section 6.9 Administration of Leave	10
ARTICLE VII SAFETY & HEALTH	11
Section 7.1 Cooperation	11
Section 7.2 Safety Officer	11
Section 7.3 Safety	11
ARTICLE VIII HOURS OF WORK	12
Section 8.1 Overtime Pay	12
Section 8.2 Alternative Work Schedules	12
ARTICLE IX GRIEVANCE AND ARBITRATION PROCEDURES	13
Section 9.1 Definition	13
Section 9.2 Exclusive Procedure	13
Section 9.3 Grievance Procedure	13
Section 9.4 General Provisions	14
Section 9.5 Time Limits	14
Section 9.6 Days Defined	14
Section 9.7 Processing Grievances During Working Hours	15
ARTICLE X PERSONNEL FILES	15
Section 10.1 Review	15
Section 10.2 Expunction	15
ARTICLE XI ROSTER	15
ARTICLE XII NO STRIKE OR LOCKOUT	15
Section 12.1	15
Section 12.2	15
Section 12.3	15
ARTICLE XIII SAVINGS AND SEPARABILITY	15
ARTICLE XIV DURATION	16
ATTACHMENT A	18

PURPOSE

This Collective Bargaining Agreement (hereinafter the "Agreement") is entered into by Prince George's County, Maryland (hereinafter the "County") and Local 1619 International Association of Fire Fighters, AFL-CIO, (hereinafter the "Union" or the "IAFF"). It is the purpose of this Agreement to ensure that all work performed under it shall be performed efficiently, economically and without interruption.

In order to maintain a spirit of harmony, labor-management peace, and stability during the term of this Agreement, the parties agree to establish effective and binding methods for the settlement of all misunderstandings, disputes or grievances which may arise under the Agreement. Therefore, the IAFF agrees not to engage in any strike, and the County agrees not to engage in any lockout.

ARTICLE I
RECOGNITION

The County recognizes the Union as the sole and exclusive bargaining agent of the nonuniformed civilian employees of the Prince George's County Fire Department in the units for which it was certified by the Prince George's County Public Employee Relations Board, to wit:

UNIT I: Account Clerk I, II, III, IV
Accounting Technician
Administrative Aide I, II
Clerk Typist I, II
Data Coordinator
Data Entry Operator I, II
Fire Investigation Officer
General Clerk I, II, III, IV
Personnel Aide I, II, III
Supply/Property Clerk I, II, III, IV

UNIT II: Administrative Aide III
Administrative Aide IV
Garage Supervisor

UNIT III: Accountant I, II, III, IV
Administrative Assistant I, II, III, IV
Audio Visual Specialist I, II, III, IV
Citizen Services Specialist I, II, III
Community Developer I, II, III
Contract Project Coordinator I, II, III, IV
Executive Administrative Aide
Investigator
Supply Manager I, II, III, IV

The provisions of this Agreement shall apply to all unit members unless otherwise specified.

ARTICLE II
EQUAL EMPLOYMENT OPPORTUNITY

Section 2.1 Policy. It is the policy of the County to provide equal opportunities in employment; to prohibit discrimination in employment against any employee or applicant for employment because of race, age, color, religion, creed, sex, political affiliation, country of national origin, physical handicap, marital status, or labor organization affiliation; and to promote and implement a positive and continuing program of equal employment opportunity.

It is the policy of the Union that it shall not discriminate against any employee or cause or attempt to cause the County to discriminate against any employee because of race, age, color, religion, creed, sex, political affiliation, country of national origin, physical handicap, marital status or labor organization affiliation.

The provisions of this Agreement shall be applied equally to all employees without discrimination on the basis of race, color, creed, sex, marital status, religion, union or political affiliation, country of origin, age or physical handicap.

ARTICLE III
ORGANIZATIONAL SECURITY

Section 3.1 Union Membership. All employees covered by this Agreement who are members of the Union or who elect to become members of the Union shall, pursuant to Section 3.2, remain members of the Union for the duration of this Agreement.

All employees covered by this Agreement who elect not to become members of the Union shall be required, as a condition of continued employment, to pay a monthly service fee in an amount not greater than the monthly dues paid by members of the Union, which fees shall be remitted to the Union.

Section 3.2 Checkoff.

A. Upon the presentation by the Union of a list of the individual employees covered by this Agreement for each of whom the Union certifies to have on file a written authorization for dues deduction or service fee deduction duly executed by the employee, the Union shall be entitled to have such employees' membership dues or service fees deducted from their paychecks on a bi-weekly basis. Such authorization shall be irrevocable and automatically renewed from year to year thereafter unless revoked by the employee pursuant to Section 13A-108(c) of the

Labor Code.

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 monthly to the Union along with an itemized statement.

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

B. Except as otherwise expressly provided in this contract, the Employer will not seek to encourage or discourage Union membership.

Section 3.3 Conferences and Seminars. Members of the bargaining unit shall be granted time to attend conventions and conferences without loss of pay or leave with prior approval of the County Fire Chief (not to be unreasonably withheld), and further provided that such meetings shall not exceed six (6) per fiscal year and that not more than two (2) members of the bargaining unit request such approval.

The County Fire Chief will be notified thirty (30) days in advance of such meetings. Notice of less than thirty (30) days will be accepted where there are unusual circumstances which prevent giving thirty days notice. In no event shall notice be less than seven (7) days.

Section 3.4 Leave for Negotiations. Employees (not to exceed three (3) in number) who, upon the request of the Union are excused from their regular assignment for the purpose of participating in negotiation sessions with representatives of the County, shall suffer no loss of pay or leave.

Section 3.5 Union President. The President of the Union shall be granted administrative leave with pay as may be required for the purpose of discharging his official duties as Union President.

Section 3.6 Communication Distribution. Provided always that the distribution needs of the Fire Department be paramount, the Union will be permitted to use the Fire Department's courier service for distribution of official Union communications. The President of Local 1619 shall be designated as a distributee of information distributed to the fire service.

Section 3.7 Union Pins and Jackets. The employees shall be allowed to wear a pin and/or watch fob showing their Fire Department Union affiliation on the official Fire Department uniform. Employees may wear an IAFF jacket with their uniform to and from work.

Section 3.8 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).

Section 3.9 P.A.C. Deduction. The County agrees to deduct on a biweekly basis from the payroll checks of employees covered by this agreement who so request in writing voluntary contributions to the Prince George's County Professional Fire Fighters P.A.C. fund. The Union agrees to indemnify and hold harmless the County from any loss or damage arising from the operations of this Article.

ARTICLE IV
MANAGEMENT RIGHTS

Except as specifically modified or restricted in this Agreement, the County reserves the right to determine the standards of service offered the public; to maintain the efficiency of the County's operations; to determine the methods, means and personnel by which the County's operations are to be conducted; to direct the work of its employees; to hire, promote, demote, transfer, assign and retain employees in positions; to suspend or discharge employees for just cause; to relieve employees from duty because of lack of work; and to take any action necessary to carry out the mission of the County.

ARTICLE V
WAGES

Section 5.1 Wages.

Effective the first full pay period beginning on or after April 1, 1992 employees covered by this Agreement will receive an increase to the base hourly rates of pay, to be paid as follows:

Effective the first full pay period beginning on or after April 1, 1992, employees covered by this Agreement will receive a one percent (1%) increase in their base hourly rates of pay.

Effective the last pay period beginning in May, 1992, employees covered by this Agreement will receive a one percent (1%) increase in their base hourly rates of pay.

Effective the first full pay period beginning on or after March 15, 1993, employees covered by this Agreement will receive a two percent (2%) increase in their base hourly rates of pay.

Effective the first full pay period beginning on or after June 1, 1993, employees covered by this

Agreement will receive a two percent (2%) increase in their base hourly rates of pay.

Effective the last pay period beginning in June, 1993, employees covered by this Agreement will receive a two percent (2%) increase in their base hourly rates of pay.

Employees covered by this Agreement who are eligible to receive an anniversary increase during FY92 will not receive the appropriate salary rate increase until the employee's respective anniversary dates during Fiscal Year 1993; provided, further, that employees covered by this Agreement who are eligible to receive an anniversary increase during the first ten (10) months of Fiscal Year 1993 will not receive their appropriate salary rate increase until the first full pay period beginning on or after May 1, 1993. Subsequent anniversary increases will be paid when due.

B. Wage Scale for Bargaining Unit Members.

The modifications in the wage scale as described in Attachment A attached hereto are effective beginning with the first full pay period beginning on or after April 1, 1992.

C. Shift Differential. Any full-time employee whose regularly assigned tour of duty requires that at least 50% of the standard workday be between the hours of 6 p.m. and 6 a.m. will be eligible for shift differential pay of sixty (60¢) per hour for all hours actually worked between 6 p.m. and 6 a.m.

Shift differential is considered as premium pay and shall not be included in the rate of base pay used to compute:

all leave categories as provided in Division 17 of the Personnel Law;

holiday premium pay; and,

retirement and insurance deductions and benefits.

D. Acting Pay. When an employee is assigned by the Employer to perform in an acting capacity substantially all the duties and responsibilities of any other position with a higher grade and does in fact assume the duties of that position for a period of greater than seven (7) consecutive days, he shall be paid at a rate of pay which is equivalent to a one-step increase or the minimum necessary to place the employee at the entry level rate of the higher grade, and shall continue to be paid at that rate of pay until relieved by the person for whom he is acting, or by a person of equal rank to that position, who is permanently assigned to that station or bureau.

Beginning with the forty-sixth (46th) consecutive day in such an acting capacity, an employee shall be paid at a rate of pay which is ten percent (10%) above his/her regular rate of pay or the minimum necessary to place the employee at the entry level rate of the higher grade, whichever is greater, while he or she continues to work in the acting capacity.

Section 5.2 Supplemental Retirement Benefit.

1. Benefit Accrual and Amounts.

Effective July 1, 1992, employees covered by this Agreement shall commence participation in a supplemental retirement benefit program. The supplemental retirement program will be jointly funded through County and employee contributions as described in paragraph 4 (Funding) below. The rate of accrual and amount of the benefit payable under this program are determined as follows:

a. Benefit accrual is at the rate of 0.6% times the number of years of actual and continuous service the employee has as a full-time Prince George's County employee, to a maximum of twenty-five years

of actual and continuous service, multiplied by the employee's average annual compensation, as determined pursuant to paragraph 5, below.

b. Pursuant to paragraph 1, above, the maximum benefit payable to any eligible employee is 15% of the employee's average annual compensation, as determined pursuant to paragraph 5, below.

2. Vesting.

a. Minimum Continuous Service Requirements

No employee covered by this Agreement shall be entitled to any benefit described in this Section until the employee has completed a minimum of five (5) years of actual and continuous service as an employee for Prince George's County.

b. Vested Benefit

An employee completing the minimum continuous service requirements of paragraph 2.a., above, shall be entitled to receive a monthly benefit as determined pursuant to paragraph 1, above; provided, however, that no employee terminated for disciplinary reasons will be entitled to any benefit under this Section.

3. Benefit Payment.

The benefit accrued by an employee under either paragraphs 1 or 2, above, shall not be payable until retirement at the earlier of age fifty-five (55) and fifteen (15) years of service or age sixty-two (62) and five years of service; or after thirty (30) years of service regardless of age.

4. Funding.

The cost of funding this supplemental retirement plan for all participating employees, as determined by the Plan's actuary, will be shared on an equal basis by the employees and the County through regular contributions each pay period.

5. Definitions.

a. Actual Service means service while employed as an employee of Prince George's County.

b. Average Annual Compensation means an amount computed by

dividing by three the compensation actually received by an employee during whatever period of thirty-six consecutive months of continuous service will provide the largest total compensation for any such period.

c. Compensation means the basic compensation actually received by an employee for service rendered as an employee for Prince George's County, excluding any overtime or other premium pay, bonuses or other additional compensation.

d. Continuous Service means the most recent unbroken period of employment as an employee of Prince George's County.

Section 5.3 Group Health Insurance Coverage.

A. The County shall contribute seventy-five percent (75%) to the cost of the County health insurance program (other than prepaid group health plan) for any employee who elects to participate in the program. Participating employees shall contribute the remaining twenty-five percent (25%).

B. For those employees who elect to enroll in a prepaid group health plan or Health Maintenance Organization (HMO), in June, 1992 for coverage effective July 1, 1992, the Employer's contribution shall be equal to eighty-five percent (85%) of the cost of HMO coverage and the participating employee's contribution shall equal the remaining fifteen percent (15%). Effective in June, 1993, for coverage effective July 1, 1993, the Employer's contribution shall be equal to seventy-five percent (75%) of the cost of HMO coverage and the participating employees contribution shall equal the remaining twenty-five percent (25%).

C. The Employer shall contribute ninety percent (90%) to the County's deductible prescription and optical care programs for any employee who elects to participate in either program. The participating employee shall contribute the remaining ten percent (10%).

D. A Dental Plan is available to employees, the cost of which is paid by the employee if the employee elects to enroll in the plan.

E. These employees shall be covered by Fire Fighter Agreement on Prescription Plan.

F. Life Insurance. The County shall pay one hundred percent (100%) of the monthly premium for County life insurance for each employee in the amount of two (2) times the employee's annual salary up to a maximum of one hundred fifty thousand dollars (\$150,000).

The County shall pay a death benefit of \$10,000 upon the death of any employee covered by this Agreement whose death results from an accidental personal injury arising out of and in the course of his/her employment.

Section 5.4 Call-Back Pay. An employee who is called back from off-duty, and does in fact perform duties on behalf of the Prince George's County Fire Department during his normal off-duty hours by authority of the County Fire Chief, shall be paid the minimum of four (4) hours at one and one-half (1 1/2) times his regular rate of pay. This provision shall not apply to administrative hearings or disciplinary procedures that affect the employee. However management will attempt to schedule such hearings and/or procedures during the normal duty hours of the employee; or, at a time mutually agreeable to both parties.

Section 5.5 Early Reporting Time. An employee who is called in to work by career officers authorized by the County Fire Chief for two (2) hours or less immediately before his/her normally scheduled starting time shall be paid for such hours at one and one-half (1 1/2) times his/her regular rate of pay and will be paid his regular rate of pay beginning with his regular starting time.

The provisions of Section 5.4 shall apply to an employee called in to work more than two hours immediately before his/her regularly scheduled starting time.

Section 5.6 Holiday. The following shall be designated as holidays within the scope of this Agreement:

New Year's Day
 Martin Luther King's Birthday
 Washington's Birthday
 Memorial Day
 Independence Day
 Labor Day
 Columbus Day
 Veteran's Day
 Thanksgiving Day
 Christmas Day
 Presidential Inauguration Day (every four years)
 General Election Day (every two years)
 County Employee's Appreciation Day

Section 5.7 Holiday Pay. If an employee works on a designated holiday, he shall be paid at the rate of time and one-half (1 1/2) his regular rate of pay for all hours worked on the holiday plus an additional eight (8) hours at the regular rate, and the employee shall not receive an additional day off.

Section 5.8 Standby Duty.

There shall be two (2) tours of standby duty.

Monday 07:00 - Friday 15:00

Friday 15:00 - Monday 07:00

A bargaining unit employee required by the Fire Chief or his designee to be on standby during the Monday through Friday tour of duty shall be compensated at the rate of two (2) hours of compensatory time per day; the rate of compensation for the Friday through Monday tour shall be four (4) hours of compensatory time per day. The rate of compensation for standing by on a designated holiday shall be a total of eight (8) hours of compensatory time. An employee who is called back to active duty while on standby will receive no standby pay for the day on which the active duty was performed.

This section shall not apply to unusual circumstances which result in the Department's Emergency Operation Plan being placed into effect, provided that when a "yellow alert" is in effect for seventy-two (72) hours those affected employees shall receive one (1) day's pay. In addition, affected employees shall be compensated at a rate of one day's pay for each subsequent 72 hours on alert.

Section 5.9 Pay While on I.O.J. Leave. Any employee who is on I.O.J. or disability leave shall receive all pay during said period as disability income.

Section 5.10 No Layoff, No Furlough Clause. From the signing date of this Agreement through June 30, 1993, no employee covered by this Agreement will be furloughed or separated from employment as a result of a reduction-in-force.

ARTICLE VI LEAVE PROVISIONS

Section 6.1 Sick Leave. Sick leave policies shall be administered in accordance with the Prince George's County Personnel Law requirements.

Section 6.2 Annual Leave. Annual leave policies shall be administered in accordance with the Prince George's County Personnel Law requirements; provided, however, that employees under this Agreement may carry over up to one hundred fifteen (115) days of annual leave to the following annual leave year. Employees upon request may convert any annual leave in excess of one hundred fifteen (115) days to sick leave at the end of an annual leave year. Further, an employee covered by this Agreement who terminates employment with the County shall receive a lump sum cash payment for the annual leave balance to the employee's credit accumulated through the last full pay period immediately prior to the employee's separation.

Section 6.3 Leave of Absence. Leave without pay may be

granted for up to one (1) year when just cause for such leave is shown by the employee. Such leave shall be requested in writing and shall be subject to approval by the County Fire Chief or his designee and such approval shall not be unreasonably withheld. The County Fire Chief has the right to set reasonable limits on such leave.

Section 6.4 Personal Leave. One paid personal leave day per leave year shall be granted to each employee eligible for annual leave. A personal leave day shall be requested and approved in advance of use. There shall be no accumulation of personal leave days and unused personal leave shall be forfeited at the end of the leave year or upon termination of employment. A personal leave day equals eight (8) hours.

Section 6.5 Bereavement Leave. Members of the Unit shall be entitled to use accumulated sick leave for the purpose of bereavement when a death occurs in a member's family. A maximum amount of sick leave used shall not normally exceed three (3) working days. The term "family" shall mean and include the member's spouse, child, sister, brother, parent, grandparent and aunt or uncle. Leave needed beyond three (3) days because of travel distance, religious requirements or other extenuating circumstances may be extended on a case-by-case basis, but in no instance shall such bereavement leave be approved beyond seven (7) working days.

Section 6.6 Additional Leave Provisions. In the event the County Executive grants administrative leave to non-essential County employees because of extreme inclement weather or other hazardous working conditions, which may prevent employees from reporting to work or which may require early release from work, those employees required by the Fire Department to perform duties will be entitled to receive one hour of compensatory time for each hour worked during the emergency, in addition to any pay to which they are entitled for that period.

Section 6.7 Unused Sick Leave. Upon termination of County employment for non-disciplinary reasons (including but not limited to retirement, disability and death) employees shall be entitled to a lump sum cash payment for unused sick leave. The amount of the cash payment shall be determined by taking each individual's total accrued number of unused sick leave hours as of his termination date, multiplying by his final base hourly rate of pay and dividing that product by two. The number so obtained shall be further multiplied by a fraction, the numerator of which shall be the number of years of actual service and the denominator of which shall be twenty (20). However, if an employee with less than 20 years of actual service terminates employment as a result of death or disability he shall receive a 50% cash out of unused sick leave regardless of years of service.

Section 6.8 Sick Leave Bank. The Union shall have the right to maintain a "Sick Leave Bank" for the employees covered by this Agreement. Such sick leave shall be accumulated through voluntary donations of sick leave by bargaining unit members. This leave may then be transferred to the account of another bargaining unit member with a zero annual and sick leave balance. Use of such transferred leave shall be limited to sickness or disability which incapacitates the employee.

The administration of this leave bank shall be the responsibility of the Union. The parties agree to develop an agreed to form to be used for transferring sick leave under this provision. The County agrees to maintain the records of the sick leave bank and shall only transfer sick leave from

this bank to the account of an employee upon receiving written authorization from the Union.

Section 6.9 Administration of Leave. The provisions governing the administration of the above types of leave as well as other types of leave (holiday, administrative, military, military leave without pay, disability, leave without pay, absence without leave, compensatory) are specified in Division 17 of the Personnel Law and Administrative Procedure 284.

ARTICLE VII
SAFETY & HEALTH

Section 7.1 Cooperation. The County and the Union agree to cooperate to the fullest extent in the promotion of safety and health.

Section 7.2 Safety Officer. There shall be a safety officer from within the Fire Department to investigate accidents, find cause for accidents, make recommendations for the prevention of accidents, and to keep records and statistics of accidents. The safety officer or his designee, shall be empowered to enforce his recommendations once they are approved by the County Fire Chief.

Section 7.3 Safety.

A. Where an unsafe condition is alleged to exist, the affected employee shall first notify his immediate supervisor who shall take any necessary corrective action. Where an unsafe condition is alleged to exist by the Union on behalf of affected employees, the matter may be referred directly to the Departmental Safety Officer pursuant to subparagraph B., below.

B. If the parties fail to resolve any difference or disagreement over the existence of such an unsafe condition, or the appropriate corrective measures to be taken, the issue may be referred by the Union in writing to the Departmental Safety Officer. Within ten (10) working days after receipt of the Union's written notification, the Safety Officer will notify the Union in writing of the measures that the Department proposes to take to correct the alleged unsafe conditions.

C. If the Union disagrees with the Safety Officer's determination of the existence of an unsafe condition or his proposed remedial action, the Union may appeal the matter to the Fire Chief within ten (10) working days of receipt of the Safety Officer's decision.

D. Within twenty-five (25) working days after receiving the Union's appeal, the Fire Chief shall notify the Union in writing of the action the Department proposes to take to

correct the alleged unsafe conditions.

E. In the event that the Union disagreed with the Fire Chief's proposed corrective action, the Union may submit the matter to arbitration under Article IX, Section 9.3, Step Five of this Agreement by giving written notice of intent to arbitrate to the Fire Chief within ten (10) working days of its receipt of the Fire Chief's response under subparagraph D, above. The arbitrator's authority to consider and decide such matters is specifically limited as follows:

(1) The arbitrator may only order such relief as is reasonably permitted by the Department's legal and financial ability.

(2) The arbitrator shall also allow the Department reasonable time to take any corrective action ordered.

F. No employee may make a safety claim as a pretext for refusing to carry out a work assignment or for engaging in concerted activity in violation of Article XII of this Agreement.

ARTICLE VIII HOURS OF WORK

A. The normal work shift for full-time employees covered by this Agreement will be between 0800 and 1700 hours.

B. Breaks

Breaks will be scheduled at times designated by the supervisor on duty.

Section 8.1 Overtime Pay.

A. Provided the employee is in pay status for the total of his regularly scheduled hours during a workweek, an employee covered by this Agreement who is authorized to and who works in excess of his scheduled hours (40) shall have the option of receiving pay at the rate of one and one-half (1 1/2) hours for each overtime hour worked or, with management approval, the option of receiving compensatory time at the rate of one and one-half (1 1/2) hours for each overtime hour worked. Employees will be given the opportunity to use compensatory time earned for overtime pursuant to departmental procedures.

B. Calculation of Overtime

Each hour of overtime shall be compensated as follows:

- 1-14 minutes - no compensation
- 15-29 minutes - compensatory leave at rate of 1 1/2 times of time worked
- 30-44 minutes - one-half hour wages at 1 1/2 times plus compensatory time for actual time worked over 30 minutes.
- 45-60 minutes - one (1) hour of wages at 1 1/2 times

Section 8.2 Alternative Work Schedules. There shall be a committee formed with three (3) members from management and three (3) from the Union for the purpose of considering alternate work schedules.

ARTICLE IX
GRIEVANCE AND ARBITRATION PROCEDURES

Section 9.1 Definition. Subject to any limitations of existing law, a grievance is defined as a dispute concerning the application or interpretation of the terms of this Agreement, Personnel Law items, or a claimed violation, misinterpretation or misapplication of the rules or regulations of the County affecting the terms and conditions of employment.

Section 9.2 Applicability of Grievance Procedure. The provisions of this grievance procedure shall be the only grievance procedure applicable to employees covered by this Agreement provided that where an employee has been discharged and the union determines not to pursue his/her discharge case to Step 5 (arbitration), the employee shall have the right to file a timely appeal of his/her discharge with the Personnel Board pursuant to the procedures outlined in the County Personnel Law.

Section 9.3 Grievance Procedure. Grievances shall be presented and adjusted in the following manner:

Step One: Within seven (7) days after the event giving rise to the grievance or within seven (7) days following the time when the employee should reasonably have known of its occurrence, the employee aggrieved, and if the employee desires, the employee's union steward, may discuss the grievance with the employee's immediate career supervisor. The supervisor shall attempt to adjust the matter and shall respond orally to the employee within three (3) days.

Step Two: If the grievance has not been settled at Step One, a written grievance may be filed, signed by the aggrieved employee and the employee's accredited union steward, and presented to the First Captain in the chain of command within five (5) days after the receipt of the answer at Step One or within five (5) days of when the answer was due. The Captain receiving the grievance shall meet with the employee and the employee's accredited union steward and render a decision in writing not later than seven (7) days after the receipt of the grievance.

Step Three: If the grievance has not been settled at Step Two, a written appeal signed by the employee and the employee's accredited union steward may be filed with the first career Chief Officer in the chain of command within five (5) days after the receipt of the answer at Step Two or within five (5) days of when the answer was due. The Chief Officer shall meet with the employee and the employee's accredited union steward and render a written decision within ten (10) days after the receipt of the written appeal.

Step Four: If the grievance has not been settled at Step Three, a written appeal signed by the employee and the employee's accredited union steward may be filed with the County Fire Chief within five (5) days after receipt of the answer at Step Three or within five (5) days of when the answer was due. The County Fire Chief or his designee shall meet with the

employee and a committee including the employee's accredited union steward, Union Local President and/or Union Local Officers and render a written decision within fifteen (15) days after the receipt of the grievance.

Step Five: If the grievance is not settled at Step Four, the Union may request arbitration, giving written notice to the County Fire Chief within ten (10) days after receipt of the answer at Step Four or within ten (10) days of when the answer was due. The arbitration proceedings shall be conducted by an arbitrator to be selected by the County and the Union from a list supplied by the American Arbitration Association. The parties shall use an alternate strike procedure to select an acceptable name. Normally such list shall be jointly requested within seven (7) days from the date the County is officially notified by the Union of its intent to arbitrate. The decision of the arbitrator shall be final and binding on both parties provided that no provision of this Agreement which is stated to be a matter of policy shall be subject to arbitration. Expenses for the arbitrator's service and the proceedings shall be borne equally by the County and the Union.

Section 9.4 General Provisions.

A. The Union President and other appropriate Union officials shall be given copies of all answers to grievances hereunder.

B. All grievances as defined in Article IX, Section 9.1, shall be subject to Step Five Arbitration.

C. If a grievance arises from the action of an authority higher than the immediate career supervisor, such grievances may be initiated at the appropriate step of this grievance procedure.

D. All parties shall have the right at their own expense to legal and/or stenographic assistance at all hearings.

E. The fact that a grievance is raised by 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; nor shall an employee be placed in jeopardy or be subject to reprisal or discrimination for having followed this grievance procedure.

Section 9.5 Time Limits. 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, they must be strictly observed. If the matter in dispute is not resolved within the time period provided for in any step, the next step may then be invoked, provided that if an employee fails to pursue any step within the time limits provided, he shall have no further right to continue the grievance.

Section 9.6 Days Defined. The term "days" as used in this grievance procedure shall mean working days.

Section 9.7 Processing Grievances During Working Hours. Stewards and Union representatives referred to in this grievance procedure shall be granted reasonable administrative leave to process grievances pursuant to this Article during working hours.

ARTICLE X
PERSONNEL FILES

Section 10.1 Review. By appointment with an appropriate person in the County Fire Department, the employee upon presenting his identification, shall be permitted to examine his personnel file, except as to background information secured prior to employment and those documents received under the promise of confidentiality. The employee shall indicate in writing, to be placed in his file, that he has examined the same.

Section 10.2 Expunction. The County agrees to remove derogatory information three (3) years old or older from the employee's personnel file if requested to do so by the employee.

ARTICLE XI
ROSTER

A roster of all members of the units represented by the Union shall be compiled by the County showing each member's name and his length of service with the Fire Department.

ARTICLE XII
NO STRIKE OR LOCKOUT

Section 12.1 The Union and its members, individually and collectively, agree that during the term of this Agreement, there shall be no illegal strikes, and the County agrees that there shall be no lockouts.

Section 12.2 In the event of an illegal strike, the Union shall promptly and publicly disavow such unauthorized conduct, order the employees to return to work and bring about a prompt resumption of normal operations.

Section 12.3 The County shall have the right to discipline, by way of discharge or otherwise, any employee who participates in such illegal conduct.

ARTICLE XIII
SAVINGS AND SEPARABILITY

It is not the intention of either the County or the IAFF to violate any laws by the subject matter of this Agreement. The parties hereto agree that in the event any provisions of the Agreement are finally held or determined to be illegal or void as being in contravention of any applicable law, the remainder of the Agreement shall remain in full force and effect. The County and the IAFF agree that, if and when any or all provisions of this Agreement are finally held or determined to be illegal or void by a court of competent jurisdiction, the parties will enter into negotiations promptly concerning the substance affected by the decision for the purpose of achieving conformity with the terms of any applicable law and the intent of the parties hereto.

The parties agree that if a court of competent jurisdiction should hold after exhaustion of all appeals that adherence to the terms of this settlement authorizes the State to withhold funds from the County for Fiscal Year 1993, all terms and conditions of this settlement shall continue in full force and effect with the following amendment:

The third, fourth and fifth subparagraphs of paragraph 1. (ARTICLE VIII - WAGES) of the settlement providing for wage increases in March and June, 1993, will be deleted and replaced with the following two subparagraphs:

Effective on June 30, 1992, employees covered by this Agreement will receive a sixty-eight one-hundredths percent (0.68%) increase in their base hourly rates of pay.

Effective on June 30, 1993, employees covered by this Agreement will receive a five and thirty-two one-hundredths percent (5.32%) increase in their base hourly rates of pay.

The parties further agree that the terms and conditions of this Settlement, including the wage increase contained in paragraph 1, shall continue to be adhered to in all respects by the County unless or until there is a Court decision as described above, in which case the parties will adhere to the amendment to paragraph 1, set forth above.

ARTICLE XVII
DURATION

This Agreement shall become effective on the date the legislation to approve this Agreement becomes effective, unless otherwise stated in specific sections, and shall remain in full force and effect until June 30, 1993. This Agreement

shall be automatically renewed from year to year after June 30, 1993 unless either party shall notify the other in writing no later than October 1, 1992 (or October 1st of any subsequent year thereafter in the case of an automatic renewal) that it desires to terminate, modify or amend this Agreement.

Signed on this _____ day of _____, 1992, in Upper Marlboro, Prince George's County, Maryland.

FOR THE INTERNATIONAL COUNTY:
ASSOCIATION OF FIRE FIGHTERS
LOCAL 1619:

FOR PRINCE GEORGE'S

Ronald W. Milor, President

Parris N. Glendening
County Executive

APPROVED AS TO FORM AND COUNTY
LEGAL SUFFICIENCY:

FOR PRINCE GEORGE'S
FIRE DEPARTMENT:

Fire Chief

Steven T. Edwards
Fire Chief

Attachment A

Min-Max System:

The min-max system in effect for all members of the bargaining unit will be replaced by the following modified "min-max" system.

Effective April 5, 1992:

- A. The minimum and maximum pay rates for employees covered by this Agreement are established on the attached schedules of pay rates for employees in the job classifications listed in Article I. The minimum pay rates are the same as the minimum rates on the General Schedule in effect on July 1, 1991 multiplied by one percent (1%). The maximum rates are the General Schedule maximum rates on July 1, 1991 multiplied by six and one-half percent (6.5%) and further multiplied by one percent (1%).
- B. Merit steps will have the value of three and one-half percent (3 1/2%).
- C. (1) If, upon the granting of a three and one-half percent (3 1/2%) merit increase, an employee's salary is one percent or less from the applicable maximum rate, the employee will have his salary rate adjusted to the applicable maximum rate.

(2) If upon the granting of a three and one-half percent (3 1/2%) merit increase, an employee's salary rate is greater than one percent (1%) but less than three and one-half percent (3 1/2%) from the applicable maximum rate, the employee upon satisfactory completion of one (1) additional year of service, will have his salary rate adjusted to the applicable maximum rate.
- D. Upon promotion an employee's salary rate shall be the greater of a ten (10) percent increase over his current rate or a ten (10) percent increase above the stated minimum for the grade to which he is promoted.
- E. Steps for the purpose of demotions, discipline, and reallocations, shall be at a rate of 5% and shall be governed by the Personnel Law.

MEMO NDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into by and between Prince George's County, Maryland (hereinafter referred to as the "County") and Local 1619, International Association of Fire Fighters, AFL-CIO (Nonuniformed Civilians) (hereinafter referred to as the "IAFF"). The purpose of this Memorandum is to amend the initial collective bargaining agreement between the parties for the period through June 30, 1993 (hereinafter referred to as the "Agreement"). Article V, Section 5.1 of the Agreement, which provides for the deferral of merit increases in FY93 until the first pay period in May, 1993, is modified by shortening the deferral period until the first pay period in March, 1993. Accordingly, the Agreement is modified as follows:

ARTICLE V (WAGES)Section 5.1 (Wages)

...

Employees covered by this Agreement who are eligible to receive an anniversary increase during FY92 will not receive the appropriate salary rate increase until the employee's respective anniversary dates during Fiscal Year 1993; provided, further, that employees covered by this Agreement who are eligible to receive an anniversary increase during the first eight (8) months of Fiscal Year 1993 will not receive their appropriate salary rate increase until the first full pay period beginning on or after March 1, 1993. Subsequent anniversary increases will be paid when due.

Signed this _____ day of _____, 1992 in Upper Marlboro, Prince George's County, Maryland.

FOR THE INTERNATIONAL
COUNTY,
ASSOCIATION OF FIRE
FIGHTERS, LOCAL 1619

FOR PRINCE GEORGE'S
MARYLAND

Ronald W. Milor
President

Parris N. Glendening
County Executive

Approved as to Form
and Legal Sufficiency:
