

COUNTY COUNCIL OF PRINCE GEORGE'S COUNTY, MARYLAND

1995 Legislative Session

Bill No. _____ CB-41-1995

Chapter No. _____ 34

Proposed and Presented by Chairwoman MacKinnon (by request - County Executive)

Introduced by Council Members Del Giudice, Wilson, Esteppe, and Russell

Co-Sponsors

Date of Introduction _____ June 27, 1995

BILL

AN ACT concerning

Collective Bargaining Agreement - International Association of

Fire Fighters, Local 1619

(Fire Fighters and Paramedics)

For the purpose of amending the labor agreement by and between Prince George's County and the International Association of Fire Fighters, Local 1619 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 repealing and reenacting with amendments:

SUBTITLE 16. PERSONNEL.

Section 16-233(f)(1),

The Prince George's County Code

(1991 Edition, 1994 Supplement).

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George's County, Maryland, that Section 16-233(f)(1) of the Prince George's County Code be and the same is hereby repealed and reenacted with the following amendments:

SUBTITLE 16. PERSONNEL.

DIVISION 19. COLLECTIVE BARGAINING.

Sec. 16-233. General.

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

(1) Declaration of Approval - Local [#]1619, International Association of Fire Fighters, AFL-CIO (Fire Fighters and Paramedics).

The County Council of Prince George's County, Maryland, having fully considered the labor agreement concluded between Prince George's County and Local [#]1619, International Association of Fire Fighters, AFL-CIO on [June 16, 1994] May 17, 1995, [and the amendment thereto dated June 29, 1994,] hereby approves said agreement [and the amendment thereto] in accordance with the provisions of section 13A-109 of the Prince George's County Code.

SECTION 2. BE IT FURTHER ENACTED that this Act shall take effect forty-five (45) calendar days after it becomes law and that the agreement shall be retroactively effective to July 1, 1995.

Adopted this 26th day of July, 1995.

COUNTY COUNCIL OF PRINCE
GEORGE'S COUNTY, MARYLAND

BY:

Anne T. MacKinnon
Chairwoman

ATTEST:

Joyce T. Sweeney
Clerk of the Council

APPROVED:

DATE: _____

BY:

Wayne K. Curry
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 NO. 1619
July 1, 1995 THROUGH June 30, 1996

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PREAMBLE

This Collective Bargaining Agreement is entered into by Prince George's County, Maryland ("County") and Local 1619, International Association of Fire Fighters, AFL-CIO ("Union") and has as its purpose the promotion of harmonious relations between the County and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and includes the agreement of the parties on rates of pay, hours of work and other conditions of employment for the employees covered hereunder.

ARTICLE I RECOGNITION

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

Unit One: Paramedic Trainees, Paramedic I's, Paramedic II's, Fire Fighters, and Technicians;

Unit Two: Paramedic III's, Fire Sergeants, Fire Lieutenants, and Fire Captains.

Effective July 1, 1994, subject to an amendment of certification by the Public Employee Relations Board, "Paramedic IV's" and "Battalion Chiefs" are added to Unit Two; "Fire Sergeants" are deleted.

Employees who are employed on or after September 5, 1984 to work on MICUs shall work in the job classifications of "Paramedic Trainee," "Paramedic I," "Paramedic II," or "Paramedic III." Effective July 1, 1994, employees in the job classification of "Paramedic IV" shall be included with the Paramedic classifications listed in the previous sentence. The parties agree that such paramedics shall be considered uniformed Fire Fighters exclusively for the purpose of coverage by the binding interest arbitration provisions of the County Labor Code (Section 13A-111.1 et seq.) and this Collective Bargaining Agreement, except where specific modifications applicable to paramedics have been negotiated, as set forth herein.

ARTICLE II EQUAL EMPLOYMENT OPPORTUNITY

Section 2.1 Policy. It is the policy of the County to provide equal employment opportunities in employment; to prohibit discrimination in employment against any employee or applicant for employment because of race, age, color, religion, creed, sex, sexual orientation, 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, sexual orientation, 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, sexual orientation, marital status, religious, 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 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 fee 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 four (4) union members 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 five (5) 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 typed in 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 Union Information. The County supports funding a bulletin board in each fire station and bureau for Union newsletters and notices, and to the extent possible, shall provide such boards upon request.

Section 3.9 Non-participation in Volunteer Activities. No career employee shall be required to participate in fund raising activities of a volunteer corporation (for example, bingos, crab feasts, or any business that relates to private volunteer corporations).

Section 3.10 Uniforms. Required uniforms, with the exception of dress shoes, shall be provided by the County.

ARTICLE IV PRINCE GEORGE'S PROFESSIONAL FIRE FIGHTERS P.A.C.

The County agrees to deduct on a bi-weekly basis from the payroll checks of employees covered by this Agreement who so request in writing voluntary contributions to the Prince George's Professional Fire Fighters P.A.C. fund. The Union agrees to indemnify and hold harmless the County from any loss or damages arising from the operation of this Article.

ARTICLE V 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; relieve employees from duty because of lack of work; to take any action necessary to carry out the mission of the County.

ARTICLE VI
RULES AND REGULATIONS

Section 6.1 Compliance with Regulations. The Union agrees that its members shall comply with all County Fire Department rules and regulations, including those relating to conduct and work performance, unless specifically modified in this Agreement.

Section 6.2 Notice of Policy Change. In order that both parties may be kept aware of developments, the County agrees to furnish the Union President with changes regarding policy, procedures, or practices that will affect working conditions in the bargaining unit.

Section 6.3 Arbitrability. Nothing contained in Section 6.1 and 6.2 of this ARTICLE VI is intended to limit the Union's ability to grieve and submit to arbitration, as specifically stated in Sections 13.1 and 13.4B, respectively, of ARTICLE XIII, a claimed violation, misinterpretation or misapplication of the rules or regulations of the County affecting the terms and conditions of employment.

ARTICLE VII
WAGES

Section 7.1 Wages.

A. Fiscal Year 1996.

No employee covered by this Agreement will receive a cost of living adjustment during the period from July 1, 1995 through June 30, 1996.

Employees covered by this Agreement who would otherwise be entitled to receive a merit step (anniversary) increase during the period from July 1, 1995 through June 30, 1996 will not receive one and will forgo it.

B. Wage Scale for Bargaining Unit Members. The modifications in the wage scale as described in Attachment A attached hereto are effective July 1, 1989 with further modifications which were effective on or after July 1, 1993.

Section 7.2 The Prince George's County Fire Service Pension Plan. The County agrees to maintain the Pension Plan with the following changes, which were made effective July 1, 1981 unless otherwise specifically noted:

A. Normal retirement to be based on twenty (20) years actual service with the County, or attainment of age fifty-five (55), at a retirement rate of two and one-half percent (2.5%) per year of the "Average Annual Compensation" of the employee as that term is defined in the Pension Plan.

Normal retirement for bargaining unit employees who were employed on or after September 5, 1984 in a paramedic classification covered by this Agreement is based on

twenty-five (25) years of actual service with the County, at a retirement rate of two percent (2%) per year of the "Average Annual Compensation" of the employee as that term is defined in the Pension Plan.

B. Employees may continue to accrue an additional two percent (2%) per year benefit accrual for every year after normal retirement for a maximum of ten (10) years.

C. Military buy-back time will be counted for purposes of benefit accrual.

D. Disability benefits will be calculated on the highest thirty-six (36) months average of the employee's base rate of compensation.

E. For service connected disability occurring before normal retirement the lifetime benefit will be seventy percent (70%) of the employee's average annual compensation. For non-service connected disability occurring before normal retirement the lifetime benefit will be fifty percent (50%) of the employee's average annual compensation. This amount will be increased by an additional two percent (2%) per year benefit accrual for every year over twenty (20) up to the maximum non-service disability pension provided by the Pension Plan. This provision does not affect the amount of accredited service up to a total of thirty (30) years said employee may accrue for normal retirement under Section 8.2B.

F. The County further agrees that any ancillary benefits not specifically changed in the process of negotiations between the County and the Union will remain intact and be included in the writing of the new pension document.

G. Benefits under the Pension Plan in effect starting July 1, 1980 shall be based on actual service by that employee. However, "actual service" shall include service by that employee for a Prince George's County volunteer fire company, provided that:

1. The participant elects, in writing, on or before September 30, 1974 to make the payments provided for in the Pension Plan; and

2. Such service would have been continuous service, as defined in this Plan, if it had been rendered by a County employee; and

3. The participant became an employee immediately following his/her termination of service with the volunteer company.

H. Fire Fighters Local 1619 shall nominate a representative to the Board of Trustees of the Fire Fighters Pension Plan to the County Executive. Effective when this Agreement for the period from July 1, 1993 through June 30, 1995 is enacted into law, Professional Fire Fighters Association Local 1619 shall nominate three (3) representatives to the Board of Trustees of the Fire Service Pension Plan to the County Executive.

I. In lieu of the current benefit reduction at age sixty-five (65), as presently provided for in the Pension Plan, the pension benefit shall not be reduced until the age the member would have become eligible for full social security benefits or age sixty-five (65) whichever occurs later.

J. If a fire fighter dies after eligibility for normal retirement while still an active employee, his/her spouse shall receive a pension equal to fifty percent (50%) of the actuarially reduced pension the member would have received had he/she retired the day before his/her death and elected a joint survivor annuity. For the surviving spouses of fire fighters who are eligible for normal retirement and die on or after July 1, 1994, this benefit increases to one hundred percent (100%) of the actuarially reduced pension the member would have received had he/she retired the day before his/her death and elected a joint survivor annuity.

K. The Retirement Administrator shall make available a copy of the current Pension Plan and accompanying Executive Orders to the Union. Thereafter at a mutually convenient time the Retirement Administrator agrees to meet with a designated Union representative to review said Plan or any facet of the Plan.

Section 7.3 Pension Plan Modifications Effective July 1, 1983. The Benefit and Administrative modifications described in Subsection A and B below are effective July 1, 1983.

A. Benefit Modifications.

1. Service Connected Disability Pension

An employee will be eligible for a service connected disability pension at seventy percent (70%) of the employee's average annual compensation without regard to the normal retirement date of the employee. Subsection 8.2 E is therefore modified accordingly.

2. Elimination of Carve-out

There shall be no reduction in pension benefits to a retiree by virtue of becoming eligible for full social security benefits or attaining age sixty-five (65). Subsection 8.2 I is therefore modified accordingly.

B. Administrative Modifications

1. Plan Booklets

Within ninety (90) days following the date of legislative enactment of this Agreement, the Pension Plan document will be updated to include any negotiated changes in the Pension Plan. The Plan document will then be printed in booklet form, and copies of the booklet will be made available to Plan participants through the Union. Subsection 8.2 K is therefore modified accordingly.

Five hundred (500) copies of the Pension Plan shall be delivered to the Union for distribution to bargaining unit members at no cost to the Union or to the unit members. New participants will be issued a copy of the Pension Plan by the Union.

2. Representation On the Medical Advisory Board

The President of the Union, or his designated permanent alternate, will serve as a nonvoting member of the Medical Advisory Board in cases involving employees covered by this Agreement. The Union representative will act in the same role as the representative of the Fire Department who appears before the Medical Advisory Board.

3. Administrative Review Board Meetings

The Administrative Review Board will hold regular quarterly meetings, and the Retirement Administrator shall report quarterly all significant actions and decisions described in Section 8.2 of the Fire Pension Plan to the Administrative Review Board for its review.

4. Representation On the Disability Review Board

The President of the Union, or his designated permanent alternate, shall serve as a voting member of the Disability Review Board.

5. Disability Leave Termination Notice

Where it is determined by the Plan that an employee covered by the Agreement who is on Disability Leave is to be returned to work, a copy of the letter so informing the Fire Chief will also be provided to the affected employee.

6. Disability Status Review by the Medical Advisory Board

When an employee is sent to a County doctor for examination before a review of his/her disability status by the Medical Advisory Board (MAB), the employee shall be advised by letter of his/her right to submit other medical information to the MAB. The parties have agreed on a letter to be sent out for such purposes. A copy of the County doctor's report will be sent to the employee.

Section 7.4 Cost of Living Increases for Retirees.

A. In January of each year, beginning in January, 1990, two-thirds (2/3) of the total investment returns (on a market value basis including realized and unrealized capital gains and losses, as well as interest and dividends in excess of the interest assumption for the previous plan year will be transferred to a "post-retirement increase fund" with the exception that in January, 1990, the calculation will be from the previous two (2) plan years.

B. On January 31 of each year, beginning on January 31, 1990, every retiree will receive a permanent increase in his or her retirement benefit as calculated in paragraph C.

C. The permanent increase will be determined by actuarially calculating the lifetime benefit that can be provided each eligible retiree from the post-retirement increase fund,

determined pursuant to paragraph A, provided:

1. Each eligible retiree will receive the same dollar amount.
2. The maximum increase provided shall not exceed \$100.00 per month until January, 1995, when the maximum increase permitted shall be one hundred twenty-five dollars (\$125.00) per month.
3. No increase shall be provided if the amount in the post- retirement increase fund is not sufficient to provide at least a ten dollar (\$10) benefit increase.

D. Any amount in the "post-retirement increase fund" described in paragraph A. in excess of the amount necessary to fund the maximum permanent retirement increase described in paragraph C.2. or less than an amount necessary to provide the minimum benefit described in paragraph C.3. will be transferred (returned) to the general pension fund assets.

E. Effective with the calculation done in January, 1990, the phrase "actuarially calculating the lifetime benefit" in subparagraph C.(3), above, means that the Plan's actuary will use the same procedures utilized in 1988 for calculating the COL benefit but will also include an assumption that the pool of assets that has been determined to be available for COL purposes, if any, will earn interest at the same rate of return that is assumed for the Pension Fund itself. Also effective with the calculation done in January, 1990, any negative performance of the Pension Fund (the percentage by which actual returns fall short of the interest assumption) will be carried forward to successive calculations under this procedure until totally absorbed by future positive earnings.

F. The County has agreed to extend this provision regarding cost of living increases to retirees to both current and future retirees with the express understanding and agreement of the parties that the County has not waived any rights it has with regard to whether matters affecting current retirees constitute mandatory subjects of bargaining.

Section 7.5 Contribution to Retirement Trust Fund. Effective July 1, 1995, the employee contribution to the retirement trust fund shall be increased to four percent (4%) of base payroll.

Section 7.6 Education Incentive Pay Included in Base Compensation for Retirement Pension Benefit Purposes. Effective July 1, 1988, the definition of Compensation as set forth in Section 1 of the Fire Service Pension Plan, as revised and restated effective July 1, 1983, is amended to include education incentive pay (EIP) for retirement pension benefit purposes only.

Section 7.7 Pension Plan Modifications Effective July 1, 1989. Unless noted otherwise below, the benefit modifications described in Subsections A. through D., below, are effective July 1, 1989.

A. Normal Retirement for Fire Fighters and Paramedics Normal retirement to be based on twenty (20) years actual service with the County, or attainment of age fifty-five (55), at a retirement rate of three percent (3%) per year of the "Average Annual Compensation" of the employee as that term is defined in the Pension Plan. Subsection 8.2 A. is therefore modified

accordingly.

B. Service Connected Disability Pension. Effective from the date this Agreement becomes law, for service connected disability the lifetime benefit will be fifty-five percent (55%) of the employee's "Average Annual Compensation" as that term is defined in the Pension Plan.

An employee who is permanently and totally disabled in the line of duty such that he/she is unable to perform the duties of any occupation will receive a ninety percent (90%) disability benefit regardless of years of service. The loss of both hands, or both arms, or both feet, or both legs, or both eyes, or any two thereof, in the line of duty creates a rebuttable presumption that the employee is totally and permanently disabled within the meaning of this provision.

Subsections 8.2 E. and 8.3 A. are therefore modified accordingly.

C. Pop-back of Benefits. Where the designated beneficiary of a retiree who has elected a reduced joint and survivor pension benefit predeceases the retiree, or the designated beneficiary has, as of the date of acceptance by the Plan, been granted a valid and final decree of divorce from the retiree, the retiree's monthly benefit shall be increased ("pop back") upon request to the level it would have been had the reduced joint and survivor option never been chosen. The increase shall be effective for the month following the designated beneficiary's date of death or date of the Plan's acceptance of a valid and final decree of divorce, but shall not affect previously paid benefits.

Notwithstanding the foregoing, any retiree who during the period from July 1, 1995 through June 30, 1996 would otherwise have become eligible to have the retiree's monthly benefit increase ("pop back") as described in the paragraph above will not be entitled to have it increase. Further, the parties recognize and agree that the subject of the continued applicability of the aforesaid provision in FY97 will be subject to negotiation.

D. High 24 Month Benefit. The computation of a retiree's benefit shall be based on the employee's high twenty-four (24) month average pay. The definition of "Average Annual Compensation" in the Pension Plan shall be modified accordingly. Also, Subsection 8.3 A. 1. is therefore modified accordingly.

Section 7.8 Hold Harmless Benefit Calculation.

For any Plan member who retires after July 1, 1991, "Average Annual Compensation" as that term is defined in the Pension Plan will be calculated as if the Plan member had received the seven percent (7%) cost of living increase set forth under Section 6.1 C. of the original agreement and scheduled to become effective during the first full pay period beginning on or after July 1, 1991 and, if appropriate, the two percent (2%) wage scale equalization adjustment set forth under Section 6.1 D. of the original agreement and scheduled to become effective during the first full pay period in January, 1992. This salary shall also be applicable for calculating any leave payouts due upon retirement during this period of time.

Section 7.9 Purchase of Pension Credit with Annual Leave and Sick Leave. Effective January 1, 1993, all participants will be permitted to purchase additional pension credit after

twenty (20) years of service with annual and sick leave at "non-window" (40 annual/80 sick) rates as set forth in Section 4.1(A)(b)(ii) of the Pension Plan.

Section 7.10 Pension Plan Modifications Effective July 1, 1994. In addition to the Pension Plan Modifications described in Section 8.2.H. (Representation on Board of Trustees), Section 8.2.J (100% Survivor benefit while still employed) and Section 8.4.C.2. (Maximum cost of living increase) above, the following modifications are effective July 1, 1994:

A. Benefit Accrued after Normal Retirement

Employees may continue to accrue an additional two and one-half percent (2.5%) per year benefit accrual for every year after normal retirement for a maximum of ten (10) years. This provision, which is effective on July 1, 1994, applies to retirements occurring on or after July 1, 1993, but not retroactively. Subsection 8.2.B. is therefore replaced accordingly.

B. Free Joint and Survivor Annuity

At the time of retirement, plan participants will continue to elect whether to receive a joint and survivor pension benefit. Notwithstanding the retirement benefit actually elected by a retiree, effective July 1, 1994, if the retiree dies within one year after his/her retirement date, his/her spouse shall receive a pension equal to one hundred percent (100%) of the actuarially reduced pension the retiree would have received had the retiree elected a joint and 100% survivor annuity. In the event a retiree elects to receive an actuarially reduced pension by selecting a joint and survivor annuity, the retiree will receive an unreduced pension during the year following his/her retirement date. After that year, he/she will begin to receive the reduced pension benefit selected.

C. Benefit Calculation for Retirees During Fiscal Year 1995.

For any Plan Member who retires during the period from July 1, 1994 through June 30, 1995, "Average Annual Compensation" for the purpose of computing the retiree's benefit shall be based on the employee's high twelve (12) month average pay and will be calculated as if the employee had received the merit step (anniversary) increase which he/she would otherwise have been entitled to receive during fiscal year 1994. This salary shall also be applicable for calculating any leave payouts due upon retirement during this period of time.

Section 7.11 Group Health Insurance Coverage.

A. The County shall contribute seventy-five percent (75%) to the cost of the County's health insurance program (CountyCare Choice) for any employee who elects to participate in the program. Participating employees shall contribute the remaining twenty-five percent (25%).

B. The County shall contribute eighty percent (80%) to the cost of a prepaid group health plan or Health Maintenance Organization (HMO) for any employee who elects to participate in the program. Participating employees shall contribute the remaining twenty percent (20%).

C. Employees who retire on or after the dates of coverage indicated in paragraphs A.

and B., above, will pay the contribution rates indicated for the type of coverage they have elected (i.e., those who participate in the County's health insurance program (CountyCare Choice) and retire on or after July 1, 1991 or July 1, 1994 will pay twenty percent (20%) or twenty-five percent (25%), respectively; those who participate in a prepaid group health plan or a Health Maintenance Organization (HMO) and retire on or after July 1, 1991 will pay twenty percent (20%).)

D. The County shall contribute ninety percent (90%) to the County's optical care program for any employee who elects to participate in that program. The participating employee shall contribute the remaining ten percent (10%).

Effective July 1, 1989, the Union shall contribute ten thousand dollars (\$10,000) per year to the County's deductible prescription program for employees covered by this Agreement who elect to participate in that program; effective July 1, 1990, ten thousand five hundred dollars (\$10,500); and, effective July 1, 1991, eleven thousand dollars (\$11,000). Effective July 1, 1992, for three years only, the Union will not be required to make its annual eleven thousand dollar (\$11,000) prescription program payment. The Union will resume payments in Fiscal Year 1996. The employee shall contribute 1c per month for single coverage or 2c per month for family coverage, and the County shall contribute the remaining premium.

The County shall contribute fifty percent (50%) to the County's deductible prescription program for any retiree who elects to participate. Participating retirees shall contribute the remaining fifty percent (50%). Effective June 30, 1990, the County will pay ninety percent (90%) of the County's deductible prescription payment for any retiree who elects to participate.

Retirees shall have extended to them the same open enrollment opportunities to elect participation in health insurance coverage as active employees covered by this Agreement.

The County has agreed to extend this provision regarding contributions to the County's deductible prescription program to current retirees with the express understanding and agreement of the parties that the County has not waived any rights it has with regard to whether matters affecting retirees constitute mandatory subjects of bargaining.

Section 7.12 Life Insurance.

A. The County will provide employees covered by this Agreement with the County basic group term life insurance policy with a benefit of two times the employee's annual salary (rounded to the nearest \$1,000) but not to exceed two hundred thousand dollars (\$200,000).

Effective July 1, 1989, the County will provide a supplemental life insurance benefit to an employee covered by this Agreement who retires until age sixty (60) in an amount equal to the difference between the face value of his/her County basic term life insurance at the date of retirement and the decreased insured value of his/her County basic term life insurance after date of retirement. When the retiree attains age sixty (60), the retiree's total life insurance benefit shall be reduced by fifteen percent (15%) of the original face value per year, to a residual of twenty-five percent (25%) by reducing the supplemental life insurance benefit by twenty percent (20%) on the first (1st) day of the calendar month coinciding with or next

following the date of his/her attainment of age sixty (60). On each of the next four (4) anniversaries the supplemental life insurance benefit will be reduced by the same dollar amount. The total combined life insurance benefit which the County will provide pursuant to the foregoing under the County's basic term life insurance policy and the supplemental life insurance policy will equal two times the employee's annual salary (rounded to the nearest \$1,000) but not to exceed one hundred fifty thousand dollars (\$150,000) or two hundred thousand dollars (\$200,000) effective July 1, 1994.

C. The five thousand dollar (\$5,000) accidental death insurance policy the County maintains for employees covered by this Agreement shall be payable in the amount of fifty thousand dollars (\$50,000) to an employee's designated beneficiary should the employee be killed in the line of duty.

Section 7.13 Acting Pay. When an employee assumes a higher rank in an acting capacity, for a period of greater than seven (7) consecutive days, he/she 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 until relieved by the person for whom he/she 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.

Where the Department elects to replace an employee receiving acting pay under this provision with another employee who works in an acting capacity, the new acting employee will begin receiving acting pay immediately. Further, in such circumstances, the forty-five (45) days contemplated by paragraph two, above, shall be cumulative (the new employee will receive credit for the time both he/she and the other employee worked in an acting capacity). The Department agrees that it will normally select the person who is highest on the current promotional list for the rank equal to the acting position when exercising its right to replace an employee in acting status under this provision, and it will bypass the next person on the promotional list for acting duty only when prudent operations require it.

Section 7.14 Call-Back Pay. An employee who is called back to work from off-duty, and does in fact perform duties in behalf of the Prince George's County Fire Department during his/her normal off-duty hours, by career officers authorized by the County Fire Chief, shall be paid the minimum of four (4) hours at one and one-half (1 1/2) times his/her regular rate of pay. This provision shall not apply to administrative hearings or disciplinary procedures. 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 7.15 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/her regular rate of pay beginning with his/her regular starting time.

The provisions of Section 7.14 shall apply to an employee called in to work more than two (2) hours immediately before his/her regularly scheduled starting time.

Section 7.16 Holidays. The following shall be designated as holidays within the scope of this Agreement:

New Year's Day	Columbus Day
Martin Luther King's Birthday	Veterans Day
Washington's Birthday	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	Presidential Inauguration Day (every 4 years)
Labor Day	General Election Day (every 2 years)
Fire Fighter Recognition Day (2nd Tuesday of September)	County Employees' Appreciation Day

For the purpose of this Section the Christmas Day holiday shall apply to all employees who work during the 24-hour period beginning at 1700 hours on December 24 and the New Year's Day holiday shall apply to all employees who work during the 24-hour period beginning at 1700 hours on December 31.

No employee shall work on a holiday unless directed to do so by the County.

Section 7.17 Holiday Pay. If an employee works on a designated holiday, he/she shall be paid at the rate of time and one-half (1 1/2) his/her 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.

If an employee is required to work on a holiday which coincides with his/her regularly scheduled day off, he/she shall be compensated at the rate of one and one-half (1 1/2) times his/her regular rate of pay for all hours worked, and he/she shall also receive eight (8) hours holiday pay. In addition, shift personnel who are required to work on a holiday which coincides with their regularly scheduled day off shall earn twelve (12) hours of compensatory time.

During FY96, the holiday pay provisions contained in the two paragraphs immediately above will be adjusted as follows:

If an employee works on a designated holiday, the employee shall be paid at one (1) time his/her regular rate of pay and receive one-half (1/2) hour of compensatory leave for all hours worked on the holiday plus an additional eight (8) hours at the regular rate as holiday pay, and the employee shall not receive another day off.

If an employee is required to work on a holiday which coincides with his/her regularly scheduled day off, he/she shall be compensated at the rate of one (1) time his/her regular rate of pay and receive one-half (1/2) hour of compensatory leave for all hours worked, and he/she shall also receive eight (8) hours holiday pay. In addition, shift personnel

who are required to work on a holiday which coincides with their regularly scheduled day off shall earn eight (8) hours of compensatory time.

Further, the parties recognize and agree that the issue of compensation for hours worked on holidays during FY97 is subject to negotiation.

Shift personnel on assigned day off on a holiday shall earn twelve (12) hours of compensatory time. Straight day personnel on assigned day off on a holiday shall receive another day off.

Section 7.18 Special Duty Pay.

A. Fire Fighters assigned duties as Bomb Technicians or Paramedics shall be compensated at a rate nine percent (9%) per hour above their regular base pay. This additional pay is to compensate Bomb Technicians in lieu of overtime for attendance at required continuing education and skills maintenance sessions and Paramedics in lieu of overtime for sessions required to maintain their certification level to CRT. In addition, any Fire Fighter/Paramedics who are certified as EMT-P shall receive an additional two percent (2%) for continuing education required to maintain their EMT-P certification level. Special duty pay shall apply only as long as the Fire Fighter is assigned duties of a Bomb Technician or a Paramedic.

B. Employees employed on or after September 5, 1984 in a Paramedic classification shall be compensated in lieu of overtime pay for attendance at continuing education and skills maintenance sessions at a rate either two percent (2%) or four percent (4%) per hour above their regular base pay as follows:

1. Paramedic Is and any Paramedic Trainees certified in CRT, two percent (2%) special duty pay; and,
2. Paramedic IIs, Paramedic IIIs and any Paramedic Trainees and Paramedic Is certified as EMT-P shall receive four percent (4%) special duty pay.

C. The special duty pay described above will be added to the base pay. It is understood that base pay does not include EIP payments and EIP payments are not computed based on base pay.

Section 7.19 EMT Pay. Employees covered by this Agreement who retain the required level of EMT certification -- including employees in Paramedic classifications whose required level of certification subsumes the EMT certification -- will receive EMT pay of forty-two dollars (\$42.00) per pay period.

Section 7.20 Stand-By Duty. There shall be two (2) tours of stand-by 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 (1) day's pay for each subsequent seventy-two (72) hours on alert.

Section 7.21 Pay While on I.O.J. Leave. Any employee who, in accordance with Section 9.4, is on I.O.J. or disability leave shall receive all pay during said period as disability income.

Section 7.22 Clothing Allowance. Employees covered by this Agreement shall receive a clothing allowance of eight hundred twenty-five dollars (\$825.00) per year. This clothing allowance is not considered part of the employee's base pay, and will be paid in two (2) equal installments in July and January of each fiscal year.

Notwithstanding the previous paragraph, during FY96 (July 1, 1995 through June 30, 1996) employees covered by this Agreement will not receive the clothing allowance referenced in the preceding paragraph. Further, the parties recognize and agree that the issue of a clothing allowance during FY97 is subject to negotiation.

ARTICLE VIII LEAVE PROVISIONS

Section 8.1 Sick Leave. Sick leave policies shall be administered in accordance with the Prince George's County Personnel Law requirements.

Section 8.2 Annual Leave.

(a) 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 thirty (130) days of annual leave to the following annual leave year. Employees upon request may convert any annual leave in excess of one hundred thirty (130) days to sick leave at the end of an annual leave year.

(b) An employee covered by this Agreement who terminates employment shall receive a lump sum cash payment for the annual leave balance credit accumulated through the last full pay period immediately prior to the employee's separation. Employees who qualify may elect to purchase additional service credit as provided in Section 7.9 of the agreement.

Section 8.3 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 8.4 Injured on the Job Leave. When an employee is ordered off the job or ordered to light duty by his/her physician or by the County Fire Chief due to work-related illness or injury, the employee will be placed on I.O.J. leave until his/her disability is either medically proven to be nonservice connected or until retired.

The employee shall not be charged with using his/her own accrued leave when ordered off duty as prescribed in the above paragraph except in those cases where the illness or injury is proved to be nonservice connected, and then only from the date that the employee is notified of the findings in writing; nor will leave used because of injuries or sickness sustained as a result of employment in the Prince George's Fire Department be charged against an employee's sick or annual leave. The employee will remain on I.O.J. leave until released by the attending physician for prescribed duties, returned to work by decision of the Disability Review Board (in administrative session or in review of an appeal) or retired if the disabling injury cannot be corrected.

Section 8.5 Death and Disability Payments.

A. Any condition or impairment of health of any person employed by Prince George's County, Maryland, as a Fire Fighter caused by lung disease, heart disease or hypertension resulting in total or partial disability or death, shall be presumed to be a service-connected disability and to have been suffered in the line of duty and as a result of his/her employment.

For purposes of determining eligibility for job related disability for Paramedics, any condition or impairment of health caused by heart disease resulting in total or partial disability or death, shall be presumed to be a service-connected disability and to have been suffered in the line of duty and as a result of his/her employment.

B. Any such employee whose disability results from a condition or impairment of health caused by lung disease or hypertension, shall receive such benefits as the employee may be entitled to under any existing or hereinafter created retirement or employee benefit system.

C. It is the intention of this Section for any such County employee who suffers from a condition or impairment of health caused by lung disease, heart disease or hypertension to receive full service-connected disability benefits from any retirement or employee benefit system unless evidence is produced which shall demonstrate to a reasonable degree of medical certainty that the employee's impairment of health or disability is not related to his/her employment.

D. This Section shall apply to all pending claims for service-connected disability benefits irrespective of the time when the condition or impairment of health shall have first become manifested.

Section 8.6 Shift Work Leave. Each employee on the night and weekend shifts shall

be entitled to one (1) shift off per month, not to be accumulated from month to month, and an additional six (6) shifts off to be used during the year not to include vacation leave. Shift work leave shall be charged against his/her accrued annual or compensatory leave. Any portion of a shift in excess of four (4) consecutive hours shall constitute a shift.

Section 8.7 Personal Leave. Two (2) paid personal leave days 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.

Section 8.8 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. The first three (3) days of bereavement leave taken upon the death of a parent, spouse or child will be administrative leave rather than sick leave.

Section 8.9 Additional Leave Provision. 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 8.10 Unused Sick Leave. Beginning July 1, 1981, upon termination of County employment for nondisciplinary 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/her termination date, multiplying by his/her 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 a fire fighter with less than twenty (20) years of actual service terminates employment as a result of death or disability he/she shall receive a fifty percent (50%) cash out of unused sick leave regardless of year of service.

Section 8.11 Sick Leave Bank. The Union shall have the right to maintain a "Sick Leave Bank". 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 leave balance (annual and sick). 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 8.12 Day Personnel. Straight day personnel will be granted four (4) hours compensatory leave every three (3) months.

ARTICLE IX SHIFT STAFFING

Section 9.1 Shift Minimum. The day shift minimum staffing level for truck and squad companies shall be four (4) career personnel. The day shift minimum staffing level for stations without a truck or squad company shall be three (3) career personnel.

The minimum staffing levels shall be required at 0900 hours of each daylight shift and shall apply to weekday shifts only.

Implementation of the staffing levels shall be as follows:

- A. The Battalion Chief would detail a person from another station in the Battalion.
- B. Should the Battalion Chief have no one available in the Battalion, the departmental Deputy Chief of Field Operations or his/her designee would locate a person in one of the other Battalions and detail that person to the under-minimum station.
- C. Should no one be available in any station, an appropriate departmental Career Officer would authorize the detailing of any other career uniformed personnel or would call back any off-duty person to fill the vacancy.
- D. Management shall attempt to maintain no less than two (2) career persons on duty between 0700 and 0900 hours in each station during the daylight shift on weekdays only.

Section 9.2 Mobile Intensive Care Units (MICU). All existing and any future in-service Mobile Intensive Care Units will be staffed, at a minimum, with at least 1 County certified "Emergency Medical Technician Paramedic" and 1 County certified "Cardiac Rescue Technician."

ARTICLE X JOINT STUDY COMMITTEE

The parties agree to create a joint study committee consisting of representatives of the Fire Department, the Union and the Office of Personnel to examine and issue recommendations to the County's Chief Administrative Officer concerning a cross certification program for fire fighters and paramedics. The study will include, but not

necessarily be limited to, the following aspects of a potential cross certification program: The consolidation of the two class series (fire fighters and paramedics) and the assignment of the resultant classes of work to a single salary rate schedule; the recruitment and appointment of new employees to perform the duties of fire fighters or paramedics; the minimum initial period of commitment to fire fighter or paramedic duties; the requirements for career advancement; and, the special duty pay to recognize cross certification and continuing education necessary to maintain paramedic certification. The Committee shall issue its recommendations to the Chief Administrative Officer no later than November 1, 1995, unless the parties agree to an extension. The County's Chief Administrative Officer will then proceed with timely implementation of acceptable recommendations.

ARTICLE XI SAFETY AND HEALTH

Section 11.1 Cooperation. The County and the Union agree to cooperate to the fullest extent in the promotion of safety and health.

Section 11.2 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/her designee, shall be empowered to enforce his/her recommendations once they are approved by the County Fire Chief.

Section 11.3 Treatment of Injuries. The County agrees to pursue the establishment of a standardized procedure with the area hospital facilities, that would give immediate treatment to Fire Department personnel who are injured on the job.

Section 11.4 Safety.

A. Where an unsafe condition is alleged to exist, the affected employee shall first notify his/her 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 disagreed with the Safety Officer's determination of the existence of an unsafe condition or his/her 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 XIII, Section 13.3 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 are 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 XVIII of this Agreement.

Section 11.5 Physical Training Supplement. Employees covered by this Agreement shall receive a Physical Training Supplement of two hundred twenty-five dollars (\$225.00) per year. This physical training supplement is not considered part of the employee's base pay, and will be paid in two (2) equal installments in July and January of each Fiscal Year.

Notwithstanding the previous paragraph, during FY96 (July 1, 1995 through June 30, 1996) employees covered by this Agreement will not receive the Physical Training Supplement referenced in the preceding paragraph. Further, the parties recognize and agree that the issue of a Physical Training Supplement during FY97 is subject to negotiation.

ARTICLE XII HOURS OF WORK

Section 12.1 Workweek. Shift employees covered under this Agreement will work a forty-two (42) hour work week; straight day work employees shall work a forty (40) hour week. Hours of work for employees employed on or after September 5, 1984 to work in a paramedic classification covered by this Agreement will be scheduled in accordance with the September 5, 1984 Memorandum of Understanding between the parties. Hours of work for other employees covered by this Agreement will be scheduled in accordance with the following:

A. Shiftwork Personnel - Stations.

Shiftwork personnel who work a "24/72 hour" shift are covered by the Memorandum of Agreement Between Prince George's County Fire Department and Local 1619 I.A.F.F., signed on June 3, 1981.

B. Straight Day-Work Personnel in All Stations.

Employees assigned to straight day work will work five (5) eight (8) hour days, normally Monday through Friday, thus equaling forty (40) hours. All day shifts shall commence at 0700 hours except that one shift per station may be required at the discretion of the Fire Chief to start at 0900 hours.

C. Non-station Personnel.

Day work employees shall continue to work their existing shifts; shiftwork employees shall continue to work existing shifts.

Section 12.2 Exchange of Shifts. An employee may exchange shifts with another employee upon permission of his/her career supervisor, who shall notify the Volunteer Chief of any such exchange as soon as practicable.

Section 12.3 Responsibility. It shall be the responsibility of the persons arranging the shift exchange(s) to see that all repayment of time or compensation in lieu of repayment of time rests exclusively with the two (2) employees agreeing to the exchange of tours of duty. The Fire Department will neither undertake the enforcement of repayment of the time or compensation not paid as a result of the said agreement between the employees affected.

Section 12.4 Overtime Pay.

A. Any employee covered by this Agreement who is scheduled on straight day work and who is authorized to and who works in excess of eighty (80) hours in a pay period, or any employee covered by this Agreement who is scheduled on shiftwork who is authorized to and who works in excess of eighty-four (84) hours in a pay period shall have the option of receiving pay at the rate of one and one-half (1 1/2) hours for each overtime hour or receiving compensatory time at the rate of one and one-half (1 1/2) hours for each overtime hour worked. Any employee entitled to be granted compensatory leave shall be granted such leave by the Fire Chief. Compensatory leave in excess of eight (8) hours shall be used within sixty (60) calendar days subsequent to it being earned.

Notwithstanding the foregoing paragraph, during FY96 an employee covered by this Agreement will, at the employee's option, be paid at the rate of one (1) time his/her regular rate of pay and receive one-half (1/2) hour of compensatory leave for each overtime hour worked or receive compensatory leave at the rate of one and one-half (1 1/2) hours for each overtime hour worked.

Further, the parties recognize and agree that the issue of compensation for overtime hours worked during FY97 is subject to negotiation.

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

ARTICLE XIII
GRIEVANCE AND ARBITRATION PROCEDURE

Section 13.1 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 13.2 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 Five (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 13.3 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 grievances 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 Battalion Chief 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 Battalion Chief 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 13.4 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 XIII, Section 13.1, 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 13.5 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/she shall have no further right to continue the grievance.

Section 13.6 Days Defined. The term "days" as used in this grievance procedure shall mean working days.

Section 13.7 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 XIV PERSONNEL FILES

Section 14.1 Review. By appointment with an appropriate person in the County Fire Department, the employee upon presenting his/her identification, shall be permitted to examine his/her 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/her file, that he/she has examined the same.

Section 14.2 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. Derogatory information three (3) years old or older will not be used against an employee whether it has been removed or not.

ARTICLE XV REMOVAL AND TRANSFER

Section 15.1 Removal and Transfer. In the event the removal or transfer of an employee from a station is initiated by an agency other than a Career Fire Department Officer, the County Fire Chief shall, immediately upon notification of such requested or attempted removal or transfer, require to meet with him/her (or his/her designee) the employee, the President of the Union (or his designee), the Volunteer Fire Chief, and the President of the Prince George's County Volunteer Fire and Rescue Association (or their designees). Such meeting will concern itself with the reasons for the requested or attempted removal or transfer.

Section 15.2 Resolution. If in the opinion of the County Fire Chief, after consultation with the advice from the President of the Union and the President of the Prince George's County Volunteer Fire and Rescue Association, the requested or attempted removal or transfer is justified, the employee will be assigned to another station. If in the opinion of the County Fire Chief, after consultation with, and advice from, the President of the Union and the President of the Prince George's County Volunteer Fire and Rescue Association, the requested or attempted removal or transfer is not justified, the County Fire Chief shall require the employee to remain in his/her present assignment. If the Volunteer Fire Chief refuses such requirement, the County Fire Chief shall take all steps allowable under law to have his requirement met.

Section 15.3 Appeal. Notwithstanding the above, the Union may elect to invoke its rights under the grievance procedure at the appropriate step.

ARTICLE XVI PREVAILING RIGHTS

All rights, privileges, and working conditions enjoyed by the employees at the present time, which are not included in this Agreement, shall remain in full force, unchanged

and unaffected, during the term of this Agreement unless changed by mutual consent of the County and the Union.

ARTICLE XVII
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/her length of service with the Fire Department.

ARTICLE XVIII
NO STRIKE OR LOCKOUT

Section 18.1 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 18.2 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 18.3 The County shall have the right to discipline, by way of discharge or otherwise, any employee who participates in such illegal conduct.

ARTICLE XIX
SAVINGS CLAUSE

In the event any Article, Section or portion of this Agreement should be held invalid and unenforceable by any Court, or higher authority of competent jurisdiction, such decision shall apply only to the specific Article, Section, or portion thereof specified in the decision; and upon issuance of such a decision, the County and the Union agree to immediately negotiate a substitute for the invalidated Article, Section or portion thereof.

ARTICLE XX
TUITION ASSISTANCE AND EDUCATION INCENTIVE

Refer to Article XVIII (TUITION ASSISTANCE AND EDUCATION INCENTIVE) contained in the Agreement in effect from the period July 1, 1988 through June 30, 1989 regarding eligibility for EIP.

ARTICLE XXI
DURATION AND REOPENER

This Agreement shall become effective on July 1, 1995, unless otherwise stated in specific sections, and shall remain in full force and effect until June 30, 1996.

If during Fiscal Year 1996 any County employee covered by a collective bargaining agreement receives (a) a merit increase (that was not offset by an equivalent elimination of a merit increase in Fiscal Year 1995 or by other savings, for example, those resulting from the permanent elimination of positions through a reduction-in-force), (b) a COLA or other similar increase in his/her base hourly rate of pay and/or (c) a reduction in the employee pension contribution rate, the Union may reopen this agreement for the sole and limited purpose of negotiating to make such (a) merit increase, (b) COLA or other similar increase in the base hourly rate of pay and/or (c) reduction in the employee pension contribution rate applicable to this agreement. The parties further agree that if no agreement is reached on these subjects by March 1, 1996, the Union may refer the matter to binding arbitration pursuant to the procedure outlined in Section 13A- 111.1 of the Labor Code but solely to determine if this agreement will be modified to include the adjustments requested by the Union.

This agreement shall be automatically renewed from year to year after June 30, 1996 unless either party shall notify the other in writing no later than October 1, 1995 (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 the _____ day of _____, 1995, in Upper Marlboro, Prince George's County, Maryland.

FOR THE INTERNATIONAL
ASSOCIATION OF FIRE FIGHTERS
LOCAL #1619

FOR PRINCE GEORGE'S COUNTY

Karl L. Granzow, Jr., President

Wayne K. Curry
County Executive

FOR PRINCE GEORGE'S COUNTY
FIRE DEPARTMENT

Lemuel A. Roberts, Fire Chief

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

ATTACHMENT A

MIN-MAX System:

Effective July 1, 1993, the MIN-MAX system in effect for all members of the bargaining unit will be replaced by the following modified MIN-MAX system:

- 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 following classifications:

Fire Fighter I	SO1
Fire Fighter II*	S02
Fire Fighter III	S03
Fire Technician	S13
Fire Lieutenant	S04
Fire Captain	S05
Battalion Chief	S06

Paramedic Trainee	M20
Paramedic I	M23
Paramedic II	M25
Paramedic III	M29
Paramedic IV	M31

* Effective the first full pay period beginning on or after July 1, 1990, employees in the classification of Fire Fighter II will be paid on the S02 pay grade.

- B. Employees covered by this Agreement and hired before July 1, 1989 will keep the anniversary dates that they held on July 1, 1989 for as long as they are continuously employed. Employees hired on or after July 1, 1989 will have as their anniversary dates the dates of their initial appointment and those anniversary dates will not be changed while those employees are continuously employed.
- C. Merit steps will have the value of three and one-half percent (3 1/2%).
- D.(1) If, upon the granting of a three and one-half percent (3 1/2%) merit increase, an employee's salary is one percent (1%) or less from the applicable maximum rate, the employee will have his/her 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 (3 1/2%) from the applicable maximum rate, the employee upon satisfactory completion of one (1) additional year of service, will have his/her salary rate adjusted to the applicable maximum rate.
- E. The maximum pay rate at each grade will be increased by three and one-half percent (3 1/2%) effective July 1, 1993.

- F. Upon promotion an employee's salary rate shall be the greater of a ten percent (10%) increase over his/her current rate or a ten percent (10%) increase above the stated minimum for the grade to which he/she is promoted. However, in the case of a promotion from Fire Fighter to Lieutenant, the employee's salary rate shall be the greater of fifteen percent (15%) increase over his/her current rate or a ten percent (10%) increase above the stated minimum for the grade to which he/she is promoted. In no event shall the new rate exceed the maximum for the grade.

Effective June 30, 1986, upon promotion from the rank of Fire Fighter to the rank of Journeyman Fire Fighter, an employee's salary rate shall be increased by five percent (5%) over his/her current rate.

- G. Effective July 1, 1990, except as noted below, an employee's salary rate upon promotion shall be the greater of a ten percent (10%) increase over his/her current rate or a ten percent (10%) increase over the stated minimum for the grade to which he/she is promoted. In no event shall the new rate exceed the maximum for the grade.

Exceptions:

	<u>Percentage Above Current Rate</u>
Fire Fighter I (SO1) to Fire Fighter II (SO2)	6%
Fire Fighter II (SO2) to Fire Fighter III (SO3)	5%
Fire Fighter II (SO2) to Fire Lieutenant (SO4)	15%

Further, Fire Fighter IIIs (SO3) who are assigned specialized functions and a working title of Fire Technician will be placed on the S13 pay scale and receive a ten percent (10%) pay increase.

H. Implementation of Fire Fighter II Program and Related Pay Adjustments

1. The Fire Fighter II Program will become effective on July 1, 1990. Any Fire Fighter covered by this Agreement who successfully completes his/her probationary period on or after July 1, 1990 will be promoted to the rank of Fire Fighter II (SO2) and receive a six percent (6%) increase in his/her current rate of pay.
2. Any Fire Fighter covered by this Agreement who successfully completes his/her probationary period on or after the date this Agreement becomes law but before July 1, 1990 will, effective July 1, 1990, be promoted to the rank of Fire Fighter II (SO2) and receive a six percent (6%) increase in his/her current rate of pay.
3. All other Fire Fighters covered by this Agreement who have successfully completed their probationary period before the date this Agreement becomes law will receive

the following adjustments to base wages:

- a) effective the first pay period beginning on or after January 1, 1990 - two percent (2%);
- b) effective the first pay period beginning on or after January 1, 1991 - two percent (2%); and,
- c) effective the first pay period beginning on or after January 1, 1993 - two percent (2%).

- I. Salary rate upon demotion shall be governed by Section 16-132 of the Personnel Law in accordance with the following:

The new rate shall be obtained by dividing the current rate by the sum of one (1) plus the percentage increase previously advanced upon promotion (or the sum of the percentage increases of successive promotions if the person has been demoted more than one grade and has served in the intermediate grade). Such percentage should be obtained from the promotional EAN(s) by subtracting the hourly rate before promotion from the hourly rate immediately after promotion and dividing the remainder by the rate before promotion. The quotient shall be rounded to the third decimal place.

- J. (1) Employees, who are red-circled at rates of pay beyond the maximum rates in effect on June 30, 1990 or June 30, 1991, respectively, and whose rates fall below the new maximum rates effective on July 1, 1990 or July 1, 1991, respectively, will no longer be red- circled and will be eligible to receive further merit increases in the manner described in paragraph D. above.

- (2) Remaining employees, if any, who are red-circled at rates of pay beyond the maximum rates in effect on June 30, 1990 or June 30, 1991, respectively, and whose rates fall above the new maximum rates effective on July 1, 1990 or July 1, 1991, respectively, will continue to be red-circled at those rates and will not be eligible to receive future merit increases.

- K. Effective July 1, 1994, the rates of M31 grade shall be equal to the rates of the S05 grade.

- L. Paramedic Trainees, who successfully complete their probationary period (no less than one year), shall automatically be promoted to Paramedic I. Paramedic Is, after completion of Emergency Medical Technician Paramedic training, shall be automatically promoted to Paramedic II. (The Paramedic Trainee, Paramedic I and Paramedic II shall be triple allocated.)

SALARY SCHEDULE M - EFFECTIVE JULY 1, 1995
 SCHEDULE OF PAY GRADES
 PARAMEDICS
 PRINCE GEORGE'S COUNTY, MARYLAND

<u>GRADE</u>		<u>MINIMUM</u>	<u>MAXIMUM</u>
M20 (Paramedic Trainee)	HOURLY	11.3739	19.6145
	BIWKLY	909.91	1,569.16
	ANNUAL	23,658	40,798
M23 (Paramedic I)	HOURLY	13.8290	24.1192
	BIWKLY	1,106.32	1,929.54
	ANNUAL	28,764	50,168
M25 (Paramedic II)	HOURLY	15.2441	28.6298
	BIWKLY	1,219.53	2,290.38
	ANNUAL	31,708	59,550
M29 (Paramedic III) (Paramedic Lieutenant)	HOURLY	17.7415	31.1384
	BIWKLY	1,419.32	2,491.07
	ANNUAL	36,902	64,768
M31 (Paramedic IV) (Paramedic Captain)	HOURLY	19.4676	34.7875
	BIWKLY	1,557.41	2,783.00
	ANNUAL	40,493	72,358

The hourly rates are the same as the March 5, 1995 as adopted by CR- 81-1994. For administrative purpose, the hourly rates are the controlling rates. Biweekly rates are hourly rates multiplied by 80. Annual rates are the hourly rates multiplied by 2,080 and rounded to the nearest dollar.

SALARY SCHEDULE S - EFFECTIVE JULY 1, 1995
 SCHEDULE OF PAY GRADES - FIRE UNIT PERSONNEL
 PRINCE GEORGE'S COUNTY, MARYLAND

<u>GRADE</u>		<u>MINIMUM</u>	<u>MAXIMUM</u>
S01 (Fire Fighter I)	HOURLY	13.8290	22.7279
	BIWKLY	1,106.32	1,818.23
	ANNUAL	28,764	47,274
S02 (Fire Fighter II)	HOURLY	14.5367	25.3114
	BIWKLY	1,162.94	2,024.91
	ANNUAL	30,236	52,648
S03 (Fire Fighter III)	HOURLY	15.2440	26.6039
	BIWKLY	1,219.52	2,128.31
	ANNUAL	31,708	55,336
S13 (Fire Technician)	HOURLY	15.2440	28.6298
	BIWKLY	1,219.52	2,290.38
	ANNUAL	31,708	59,550
S04 (Fire Lieutenant)	HOURLY	16.8305	30.0851
	BIWKLY	1,346.44	2,406.81
	ANNUAL	35,007	62,577
S05 (Fire Captain)	HOURLY	19.4676	34.7875
	BIWKLY	1,557.41	2,783.00
	ANNUAL	40,493	72,358
S06 (Battalion Chief)	HOURLY	21.3973	38.3990
	BIWKLY	1,711.78	3,071.92
	ANNUAL	44,506	79,870

The hourly rates are the same as the March 5, 1995 rates as adopted by CR-81-1994. For administrative purpose, the hourly rates are the controlling rates. Biweekly rates are hourly rates multiplied by 80. Annual rates are the hourly rates multiplied by 2,080 and rounded to the nearest dollar.