

COUNTY COUNCIL OF PRINCE GEORGE'S COUNTY, MARYLAND

1995 Legislative Session

Bill No. _____ CB-43-1995

Chapter No. _____ 36

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

Introduced by Council Members MacKinnon, Bailey, Del Giudice, and Wilson

Co-Sponsors

Date of Introduction _____ June 27, 1995

BILL

AN ACT concerning

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

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)(20),
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George's County, Maryland, that Section 16-233(f)(20) of the Prince George's County Code be and the same is hereby repealed and reenacted with the following amendments: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.

(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 International Association of Fire Fighters, Local 1619, AFL-CIO, on [July 14, 1994] May 17, 1995, hereby approves said agreement 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 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 1619
JULY 1, 1995 THROUGH JUNE 30, 1996
(NONUNIFORMED CIVILIAN BARGAINING UNIT)

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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, 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, 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 biweekly 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 (30) 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 fund-raising 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.

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 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 beginning with the first full pay period beginning on or after July 1, 1994.

C. Shift Differential. Any full-time employee whose regularly assigned tour of duty requires that at least fifty percent (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 cents (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/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 of pay 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.

The following provision is effective July 1, 1994:

Section 5.1.E. Filling Vacancies. A "vacancy" is a permanent opening created by the termination, transfer, promotion or retirement of an incumbent bargaining unit employee which the County intends to fill or which is created when the County determines its operational needs require additional bargaining unit employees. Whenever a vacancy occurs, and the County elects, in its discretion, to fill the vacancy through the competitive process, the County will advertise the specific position to bargaining unit employees by posting a notice at all work locations at places where notices to employees are customarily posted. The Union at the same time will be notified of the vacancy. Any employee covered by this Agreement may apply for any vacancy, as defined in this Section 5.1.E. In the event that a vacancy is to be filled from an existing register, if an employee is not already on the necessary eligibility register, he or she will be afforded the opportunity to take any test required to qualify for the eligibility register.

When a bargaining unit member applies for a vacancy through the normal competitive process and is determined to be qualified for the position, the name of the qualified bargaining unit employee will be placed on the list of eligibles sent to the Fire Department for its consideration. The Fire Department will ensure that any bargaining unit member on any list of eligibles will be granted an interview for the position vacancy.

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 (25) 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 fifteen percent (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 (5) 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 (3) the compensation actually received by an employee during whatever period of thirty-six (36) 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.

6. Representative on Supplemental Pension Board

Effective when this Agreement is enacted into law, International Association of Fire Fighters Local 1619 shall nominate one (1) representative to the Board of Trustees of the Fire Fighters Supplemental Pension Plan to the County Executive.

Section 5.3 Joint Study Committee.

A Joint Study Committee with equal representation of the Union (both the Uniformed Civilian and Nonuniformed Civilian bargaining units) and the County shall be established and meet quarterly to study whether there may be feasible pension alternatives for members of both civilian bargaining units. The committee shall report its findings, with recommendations, to the Fire Chief for forwarding to the Chief Administrative Officer.

Section 5.4 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), the Employer's contribution shall be equal to eighty percent (80%) of the cost of HMO coverage and the participating employees contribution shall equal the remaining twenty percent (20%).

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 ten thousand dollars (\$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 5.5 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/her 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/her 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 5.6 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 5.4 shall apply to an employee called in to work more than two (2) hours immediately before his/her regularly scheduled starting time.

Section 5.7 Holidays. 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
Fire Fighter Recognition Day (2nd Tuesday of September)
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 5.8 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.

Section 5.9 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 (1) day's pay for each subsequent seventy-two (72) hours on alert.

Section 5.10 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.

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. Beginning with the 1994 leave year (i.e., 1994 into 1995) annual leave carry over is increased to one hundred twenty (120) days.

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. Effective with the 1994 leave year, 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. 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. 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 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 (1) 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/her termination date, multiplying by his/her final base hourly rate of pay and dividing that product by two (2). 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 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 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/her designee, shall be empowered to enforce his/her 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/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 disagrees 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 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/her regularly scheduled hours during a workweek, an employee covered by this Agreement who is authorized to and who works in excess of his/her 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 one and one-half (1 1/2) times of time worked |
| 30-44 minutes | - one-half (1/2) hour wages at one and one-half (1 1/2) |

times plus compensatory time for actual time worked over thirty (30) minutes

45-60 minutes - one (1) hour of wages at one and one-half (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 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 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/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 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/her 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.

ARTICLE XIV
DURATION

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. 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 this _____ 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:

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

Effective July 1, 1994:

- 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.
- B. Merit steps will have the value of three and one-half percent (3.5%).
- C. (1) If, upon the granting of a three and one-half percent (3.5%) 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 (3.5%) merit increase, an employee's salary rate is greater than one percent (1%) but less than three and one-half percent (3.5%) 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.
- D. 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.
- E. Steps for the purpose of demotions, discipline, and reallocations, shall be at a rate of five percent (5%) and shall be governed by the Personnel Law.
- F. The maximum pay rate at each grade will be increased by an additional five percent (5%) [on] July 1, 1994.
- G. Employees covered by this Agreement and hired before July 1, 1993 will keep the anniversary dates that they held on July 1, 1993 for as long as they are continuously employed. Employees hired on or after July 1, 1993 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.
- H. Employees covered by this Agreement who are granted promotions effective July 3, 1993 as a result of an approved desk audit will receive the promotional increase in accordance with Administrative Procedure 244-B.

SALARY SCHEDULE H - EFFECTIVE JULY 1, 1995
 SCHEDULE OF PAY GRADES - NONUNIFORMED CIVILIANS
 PRINCE GEORGE'S COUNTY, MARYLAND

<u>GRADE</u>		<u>MINIMUM</u>	<u>MAXIMUM</u>
H02	HOURLY	6.1882	10.1969
	BIWKLY	495.06	815.75
	ANNUAL	12,871	21,210
H03	HOURLY	6.4976	10.7067
	BIWKLY	519.81	856.54
	ANNUAL	13,515	22,270
H04	HOURLY	6.8225	11.2420
	BIWKLY	545.80	899.36
	ANNUAL	14,191	23,383
H05	HOURLY	7.1636	11.8041
	BIWKLY	573.09	944.33
	ANNUAL	14,900	24,553
H06	HOURLY	7.5218	12.3943
	BIWKLY	601.74	991.54
	ANNUAL	15,645	25,780
H07	HOURLY	7.8975	13.0137
	BIWKLY	631.80	1,041.10
	ANNUAL	16,427	27,068
H08	HOURLY	8.2924	13.6645
	BIWKLY	663.39	1,093.16
	ANNUAL	17,248	28,422
H09	HOURLY	8.7070	14.3477
	BIWKLY	696.56	1,147.82
	ANNUAL	18,111	29,843
H10	HOURLY	9.1424	15.0652
	BIWKLY	731.39	1,205.22
	ANNUAL	19,016	31,336
H11	HOURLY	9.5994	15.8186
	BIWKLY	767.95	1,265.49
	ANNUAL	19,967	32,903

<u>GRADE</u>		<u>MINIMUM</u>	<u>MAXIMUM</u>
H12	HOURLY	10.0795	16.6093
	BIWKLY	806.36	1,328.74
	ANNUAL	20,965	34,547
H13	HOURLY	10.5833	17.4400
	BIWKLY	846.66	1,395.20
	ANNUAL	22,013	36,275
H14	HOURLY	11.1126	18.3118
	BIWKLY	889.01	1,464.94
	ANNUAL	23,114	38,089
H15	HOURLY	11.6682	19.2273
	BIWKLY	933.46	1,538.18
	ANNUAL	24,270	39,993
H16	HOURLY	12.2517	20.1888
	BIWKLY	980.14	1,615.10
	ANNUAL	25,484	41,993
H17	HOURLY	12.8641	21.1982
	BIWKLY	1,029.13	1,695.86
	ANNUAL	26,757	44,092
H18	HOURLY	13.5076	22.2581
	BIWKLY	1,080.61	1,780.65
	ANNUAL	28,096	46,297
H19	HOURLY	14.1828	23.3713
	BIWKLY	1,134.62	1,869.70
	ANNUAL	29,500	48,612
H20	HOURLY	14.8921	24.5397
	BIWKLY	1,191.37	1,963.18
	ANNUAL	30,976	51,043
H21	HOURLY	15.6364	25.7665
	BIWKLY	1,250.91	2,061.32
	ANNUAL	32,524	53,594
H22	HOURLY	16.4183	27.0551
	BIWKLY	1,313.46	2,164.41

ANNUAL 34,150 56,275

<u>GRADE</u>		<u>MINIMUM</u>	<u>MAXIMUM</u>
H23	HOURLY	17.2393	28.4076
	BIWKLY	1,379.14	2,272.61
	ANNUAL	35,858	59,088
H24	HOURLY	18.1012	29.8280
	BIWKLY	1,448.10	2,386.24
	ANNUAL	37,650	62,042
H25	HOURLY	19.0065	31.3195
	BIWKLY	1,520.52	2,505.56
	ANNUAL	39,534	65,145
H26	HOURLY	19.9566	32.8856
	BIWKLY	1,596.53	2,630.85
	ANNUAL	41,510	68,402
H27	HOURLY	20.9546	34.5298
	BIWKLY	1,676.37	2,762.38
	ANNUAL	43,586	71,822

The hourly rates for grades H06 - H27 are the same as the March 5, 1995 rates as adopted by CR-88-1994. Grades H02 - H05 are newly established pay grades. The rates for these pay grades were derived from the H06 rates at five percent (5%) intervals between each successive pay grade H06 - H02. For administrative purposes, the hourly rates are the controlling rates. Biweekly rates are the hourly rates multiplied by 80 and rounded to the nearest cent. Annual rates are the hourly rates multiplied by 2080 and rounded to the nearest dollar.