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COUNTY COUNCIL OF PRINCE GEORGE'S COUNTY, MARYLAND

Legislative Session

1992

Bill No. _____ CB-50-

1992

Chapter No.

47

Proposed and Presented by The Chairman (by request -

_____ County

Executive) _____

Introduced by _____ Council Members Bell and

Pemberton _____

Co-Sponsors

Date of Introduction _____ July 7,

1992

BILL

AN ACT concerning

Collective Bargaining Agreement - International Association of
Fire Fighters, Local #1619, AFL-CIO (Fire Fighters and
Paramedics).

FOR the purpose of amending the labor agreement by and between
Prince George's County and International Association of Fire

Fighters, Local #1619, AFL-CIO, to provide for the deferral of pay raises and other modifications in wages, hours and 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).

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George's County, Maryland, that Section 16-233(f)(1) of the Prince George's County Code be and the same is hereby repealed and reenacted with the following amendments: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 24, 1991, and the

amendment thereto, dated May 6, 1992, 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 the provisions of this Act shall supersede the provisions of CB-13-1992.

SECTION 3. BE IT FURTHER ENACTED that this Act shall take effect forty-five (45) calendar days after it becomes law and the amended provisions of the agreement shall be retroactively effective to July 1, 1991.

Adopted this 28th day of July, 1992.

COUNTY COUNCIL OF PRINCE
GEORGE'S COUNTY, MARYLAND

BY:

Richard J. Castaldi
Chairman

ATTEST:

Joyce T. Sweeney
Acting Clerk of the Council

APPROVED:

DATE: _____

BY:

Parris N. Glendening
County Executive

KEY:

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

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into by and between Prince George's County, Maryland (the County) and Local 1619, International Association of Fire Fighters, AFL-CIO (IAFF). The purpose of this Memorandum is to amend the parties' current collective bargaining agreement covering the period from July 1, 1991 through June 30, 1993 (the Agreement) to provide for the deferral of pay raises and other modifications in wages, hours and other terms and conditions of employment, as set forth below:

1. ARTICLE VIII - WAGES

Amend ARTICLE VIII, Section 8.1 (A) to read as follows:

The cost of living adjustment scheduled for April, 1992 will be paid as follows:

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

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

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

Effective the first full pay period beginning on or after June 1, 1993, employees covered by this Agreement will receive a two percent (2%) increase in their base hourly rates of pay.

Effective the last pay period beginning in June, 1993, employees covered by this Agreement will receive a two and one-half percent (2.5%) increase in their base hourly rates of pay.

2. ENTRY LEVEL FIRE FIGHTER ACADEMY RATE

ARTICLE VIII (WAGES) is further amended by adding a new second paragraph to current paragraph C. (Wage Scale for Bargaining Unit Members) to read as follows:

Fire fighters newly hired during the life of this Agreement (that is, through June 30, 1993) will be paid at a new entry level salary of \$18,000 per year. Fire fighters hired at this new

entry level salary rate shall not receive the normal entry level salary rate until they have graduated from the Fire Academy or six (6) months after being hired, whichever occurs first.

3. PURCHASE OF PENSION CREDIT WITH ANNUAL LEAVE AND SICK LEAVE

ARTICLE VIII (WAGES) is further amended by inserting a new Section 8.9 (Purchase of Pension Credit with Annual Leave and Sick Leave) following Section 8.8 (Hold Harmless Benefit Calculation.) to read as follows:

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.

Subsequent Sections will be renumbered accordingly.

4. GROUP HEALTH INSURANCE: MANAGED CARE

ARTICLE VIII (WAGES) is further amended in (Section 8.9 Group Health Insurance Coverage) as follows:

Health benefit contributions to the Managed Care Plan will remain at 80%/20% County/Employee split instead of changing to 75%/25% in June, 1992, but will go to 75%/25% County/Employee split in June, 1993 for July, 1993 coverage.

5. GROUP HEALTH INSURANCE: PRESCRIPTION PROGRAM

ARTICLE VIII (WAGES) is further amended by adding the following sentence before the last sentence of the second paragraph of Subsection D. of Section 8.9 (Group Health Insurance Coverage) as follows:

Effective July 1, 1992, for one year only, the Union will not be required to make its annual eleven thousand dollar (\$11,000) prescription program payment.

6. ANNUAL LEAVE: CARRYOVER AND LUMP SUM PAYMENT

ARTICLE IX SECTION 9.2 (ANNUAL LEAVE) is amended to read as follows:

(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 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 1992 leave year (i.e. 1992 into 1993), annual leave carry over is increased from 115 days to 125 days, and employees upon request may convert any annual leave in excess of one hundred twenty-five (125) 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 8.9 of the Agreement.

7. LEAVE PROVISIONS

ARTICLE IX (LEAVE PROVISIONS) is further amended by deleting paragraph E. of Section 9.5 (Death and Disability Payments) in its entirety and adding a new second paragraph to paragraph A. to read as follows:

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 employment.

8. SAVINGS CLAUSE

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

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

Effective on June 30, 1992, employees covered by this Agreement will receive a sixty-nine one-hundredths percent (0.69%) increase in their base hourly rates of pay.

Effective on June 30, 1993, employees covered by this Agreement will receive a five and eighty-one one-hundredths percent (5.81%) increase in their base hourly rates of pay.

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

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

Ronald W. Milor, President

Parris N. Glendening
County Executive

APPROVED AS TO FORM AND
COUNTY
LEGAL SUFFICIENCY:

FOR PRINCE GEORGE'S
FIRE DEPARTMENT

Fire Chief

Steven T. Edwards,