

COUNTY COUNCIL OF PRINCE GEORGE'S COUNTY, MARYLAND

1997 Legislative Session

Bill No. CB-34-1997

Chapter No. 15

Proposed and Presented by Chairman (by request - County Executive)

Introduced by Council Members Wilson, Estepp and Bailey

Co-Sponsors

Date of Introduction April 8, 1997

BILL

AN ACT concerning

Collective Bargaining Agreement - Council 67,

American Federation of State, County and Municipal Employees

AFL-CIO, and its affiliated Local 2462.

(Fire Department Bureau of Apparatus Maintenance Unit)

For the purpose of amending the labor agreement by and between Prince George's County and Council 67, American Federation of State, County and Municipal Employees, AFL-CIO and its affiliated Local 2462 to provide for wages 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)(17),

The Prince George's County Code

(1995 Edition).

SECTION 1. BE IT ENACTED by the County Council of Prince George's County, Maryland, that Section 16-233(f)(3) of the Prince George's County Code be and the same is hereby repealed and reenacted with the following amendments: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:

(17) Declaration of Approval - Local 2462, American Federation of State, County and Municipal Employees, AFL-CIO (Fire Department Bureau of Apparatus Maintenance Unit).

The County Council of Prince George's County, Maryland, having fully considered the labor agreement concluded between Prince George's County and Council 67, American Federation of State, County and Municipal Employees, AFL-CIO, and its affiliated Local 2462, [on April 6, 1994] February 28, 1997, [and the amendment thereto dated June 20, 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 6th day of May, 1997.

COUNTY COUNCIL OF PRINCE
GEORGE'S COUNTY, MARYLAND

BY:

Dorothy F. Bailey
Chair

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

BETWEEN

PRINCE GEORGE'S COUNTY, MARYLAND

AND

COUNCIL 67, AMERICAN FEDERATION OF STATE,

COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO

AND ITS AFFILIATED LOCAL 2462

(Fire Department Bureau of Apparatus Maintenance)

July 1, 1995 - June 30, 1997

This Collective Bargaining Agreement ("Agreement") is entered into by and between Prince George's County, Maryland ("the County") and Council 67, American Federation of State, County and Municipal Employees, AFL-CIO, and its affiliated Local 2462 ("AFSCME"). The term of this Agreement is July 1, 1995 through June 30, 1997. This Agreement covers Fire Department employees (Bureau of Apparatus Maintenance) for whom AFSCME Council 67 has been certified as the collective bargaining representative pursuant to AAA Case No. 16-39-00256-88S.

Except for the modifications specifically noted below in numbered paragraphs 1 through 6, the parties hereby adopt the terms of the collective bargaining agreement between Prince George's County and Council 67, American Federation of State, County and Municipal Employees, AFL-CIO, and its affiliated Local 2462 for the period from July 1, 1995 through June 30, 1997 (hereinafter referred to as the "existing agreement"), which is attached hereto as Attachment A, and which is incorporated into this Agreement and made a part hereof. Provided further, however, that the parties understand and agree that nothing in this Agreement shall be construed to amend, alter or modify the existing agreement between the County and AFSCME Local 2462 as it applies to employees covered by it prior to its incorporation by reference into this Agreement.

Modifications to the terms of the existing agreement are as follows:

1. Coverage of the Bargaining Unit.

Article 2 (RECOGNITION) of existing agreement is amended to read as follows in its entirety.

The County recognizes the Union as the sole and exclusive bargaining agent for those employees certified by the Public Employee Relations Board in Case No. 16-39-00256-88S for the purpose of negotiating matters of wages, hours and other terms and conditions for employment.

2. Additional Steward for Bureau of Apparatus Maintenance Location.

The sixth paragraph of Article 6 (SHOP STEWARDS/UNION OFFICIALS) is amended by changing to "20" the number "19" contained in the parentheses following the heading "Local 2462" and by adding the following new subparagraph I. immediately following the present listing of stewards for Local 2462:

I. Bureau of Apparatus Maintenance Facility (Fire Department)

1 - Fire Department Unit

3. Meal Period and Allowance.

Article 15 (PREMIUM PAY) is amended by deleting the fourth paragraph

pertaining to meal periods and allowances.

4. Tool Allowance.

Article 17 (WORK CLOTHING AND TOOLS) is amended by deleting the third paragraph pertaining to tool allowances.

5. Promotions.

Article 21 (PROMOTIONS) is amended by adding the following sentence to paragraph (b):

The parties understand and agree that this provision pertaining to promotions within the Equipment Operator job series does not apply to positions in the Bureau of Apparatus Maintenance Unit of the Fire Department.

6. Grievance Procedure.

Article 42 (GRIEVANCE PROCEDURE) is changed by amending Steps 2 and 3 to read as follows in their entirety:

Step 2. If the grievance is not resolved under Step 1, and the Union elects to pursue the matter beyond Step 1, the Chief Steward and/or the Local Union President will meet with the employee's Bureau Manager or the Bureau Manager's designee, for the purpose of attempting to resolve the grievance within seven (7) working days after timely receipt of the written grievance. Should the parties fail to reach an agreement, the dispute may be referred, as appropriate, to the Department Head in accordance with the provisions of Step 3 or to final and binding arbitration in accordance with the provisions of Step 4.

Step 3. If a grievance is not resolved under Step 2, and the Union elects to pursue the matter beyond Step 2, the Chief Steward and/or the Local Union President will meet with the employee's Department Head or the Department Head's designee for the purpose of attempting to resolve a grievance within seven (7) working days after timely receipt of the answer to Step 2. Should the parties fail to reach an agreement, the dispute may be referred to final and binding arbitration in accordance with the provisions of Step 4.

Signed on this _____ day of _____, 1997 in Upper Marlboro,
Prince George's County, Maryland.

AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES

PRINCE GEORGE'S COUNTY,
MARYLAND

Council 67

Wayne K. Curry
County Executive

FOR PRINCE GEORGE'S COUNTY
FIRE DEPARTMENT

Local 2462

A.D. Bell
Fire Chief