

COUNTY COUNCIL OF PRINCE GEORGE'S COUNTY, MARYLAND

Legislative Session _____ 1991 _____

Bill No. _____ CB-72-1991 _____

Chapter No. _____ 55 _____

Proposed and Presented by The Chairman (by request -

County Executive)

Introduced by Council Members Pemberton, Bell, MacKinnon,

Casula and Castaldi

Co-Sponsors _____

Date of Introduction _____ September 10, 1991 _____

BILL

AN ACT concerning

Collective Bargaining Agreement - International
Association of Fire Fighters, Local 1619, AFL-CIO
(Uniformed Civilian Unit).

FOR the purpose of approving the labor agreement by and between
Prince George's County and International Association of Fire
Fighters, Local 1619, AFL-CIO, to provide for wage increases and
certain other terms and conditions of employment for personnel
classifications certified by the Prince George's County Public
Employee Relations Board.

BY repealing and reenacting with amendments:

SUBTITLE 16. PERSONNEL.

Section 16-233(f) (16),

The Prince George's County Code
(1987 Edition, 1989 Supplement, as
amended by CB-70-1990).

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George's County Code be and the same is hereby repealed and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

* * * * *

(16) Declaration of Approval - International Association of
Fire Fighters, Local 1619 (Uniformed Civilian Unit).

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 on [May 30, 1990] June 24, 1991, hereby approves said
agreement for employees in the uniformed civilian bargaining unit 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 the date it becomes law
and the provisions of the labor agreement shall be retroactively
effective to July 1, 1991.

Adopted this 1st day of October, 1991.

COUNTY COUNCIL OF PRINCE
GEORGE'S COUNTY, MARYLAND

BY: _____
Anne MacKinnon
Acting Chairman

ATTEST:

Maurene W. Epps
Acting Clerk of the Council

APPROVED:

DATE: _____

BY: _____
Parris N. Glendening
County Executive

KEY:

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

AGREEMENT MADE BY
AND BETWEEN
PRINCE GEORGE'S COUNTY, MARYLAND
AND
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS
LOCAL 1619
JULY 1, 1991 THROUGH JUNE 30, 1993
(UNIFORMED 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 International Association of Fire Fighters, Local 1619 (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 to the civilian uniformed employees of the Prince George's County Fire Department in the unit for which it was certified by the Prince George's County Public Employee Relations Board, to wit:

- Emergency Dispatcher I
- Emergency Dispatcher II
- Emergency Dispatcher III

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

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

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

ARTICLE III
ORGANIZATIONAL SECURITY

Section 3.1 Union Membership. All employees covered by this Agreement who are members of the Union or who elect to become members of the Union shall, pursuant to Section 3.2, remain members of the Union for the duration of this Agreement. All employees covered by this Agreement who elect not to become members of the Union shall be required, as a condition of continued employment, to pay a monthly service fee in an amount not greater than the monthly dues paid by members of the Union, which fees shall be remitted to the Union.

Section 3.2 Checkoff.

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

The amounts to be deducted shall be certified to the County by the Treasurer of the Union, and the aggregate deductions of all employees shall be remitted monthly to the Union along with an itemized statement.

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

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

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

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

Section 3.4 Leave for Negotiations. Employees (not to exceed six (6) in number) who, upon the request of the Union are excused from their regular assignment for the purpose of participating in negotiation sessions with representatives of the County, shall suffer no loss of pay or leave.

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

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

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

Section 3.8 Non-participation in Volunteer Activities. No career employee shall be required to participate in fundraising activities of a volunteer corporation (for example, bingos, crab feasts, or any business that relates to private volunteer corporations).

Section 3.9 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. DEDUCTION

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

ARTICLE VI
JOB SECURITY

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

ARTICLE VII
WAGES

Section 7.1 Wages.

A. Fiscal Year 1992.

Effective the first full pay period beginning on or after April 1, 1992, employees covered by the Agreement will receive a six and one-half percent (6 1/2%) increase in their base hourly rates of pay.

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, 1989.

Section 7.2 Dispatcher Night Shift Differential.

Effective the first full pay period beginning on or after January 1, 1990, a shift differential of one dollar and ninety cents (\$1.90) per hour shall be paid for all time worked on the night shift (i.e., 1900 hours - 0700 hours) to each dispatcher specifically assigned to work the night shift. Effective the first full pay period beginning on or after January 1, 1991 and January 1, 1992, the dispatcher night shift differential shall be increased to two dollars and five cents (\$2.05) per hour and to two dollars and fifteen cents (\$2.15) per hour, respectively. The night shift differential shall not be considered part of the employee's base rate, nor shall it be applied to pay for non-productive hours such as holiday pay and annual and sick leave pay.

Section 7.3 Clothing Allowance.

Employees covered by this Agreement shall receive a clothing allowance of eight hundred dollars (\$800) per year. This clothing allowance is not considered part of the employee's base pay, and will be paid in two equal installments in July and January of each fiscal year.

Notwithstanding the previous paragraph, during fiscal years 1992 and 1993 (July 1, 1991 through June 30, 1993), employees will not receive the clothing allowance referenced in the preceding paragraph.

Section 7.4 Group Health Insurance Coverage.

A. Effective with contributions in June, 1991, for coverage beginning on July 1, 1991, the County shall contribute seventy-five percent (75%) to the cost of the County's Managed Care health insurance program 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 ninety-two and one-half percent (92.5%) 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 seven and one-half percent (7.5%).

Effective with contributions in June, 1992, for coverage beginning on July 1, 1992, the County shall contribute eighty-five percent (85%) 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 fifteen percent (15%).

Effective with contributions in June, 1993, for coverage beginning on July 1, 1993, the County shall contribute seventy-five percent (75%) 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-five percent (25%).

C. The County 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%).

Section 7.5 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 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 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 7.6 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 regular rate of pay beginning with his regular starting time.

The provisions of Section 7.5 shall apply to an employee called in to work more than two hours immediately before his/her regularly scheduled starting time.

Section 7.7 Holidays. The following shall be designated as holidays within the scope of this Agreement:

- | | |
|----------------------------------|--|
| New Year's Day | Thanksgiving Day |
| Martin Luther King's
Birthday | Christmas Day |
| Washington's Birthday | Presidential Inauguration
Day (every 4 years) |
| Memorial Day | General Election Day
(every 2 years) |
| Independence Day | County Employees'
Appreciation Day |
| Labor Day | |
| Columbus Day | |
| Veteran's Day | |

For the purpose of this Section, the Christmas holiday shall apply to all dispatchers who work during the 24-hour period beginning at 1900 hours on December 24, and the New Year's Day holiday shall apply to all dispatchers who work the 24-hour period beginning at 1900 hours on December 31.

Section 7.8 Holiday Pay. If an employee works on a designated holiday, he shall be paid at the rate of time and one-half (1 1/2) his regular rate of pay for all hours worked on the holiday plus an additional eight (8) hours at the regular rate, and the employee shall not receive an additional day off.

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

Dispatchers on assigned day off on a holiday shall earn twelve (12) hours of compensatory time. Straight day shift personnel on assigned day off on a holiday shall receive eight (8) hours of compensatory time.

Section 7.9 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 day's pay for each subsequent 72 hours on alert.

Section 7.10 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 VIII
SUPPLEMENTAL RETIREMENT BENEFIT

Section 8.1 Benefit Accrual and Amounts.

Effective July 1, 1991, employees covered by this Agreement shall commence participation in a supplemental retirement benefit program, jointly funded through County and employee contributions. 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 0.4% times the number of years of actual and continuous service the employee has as a full-time Prince George's County employee, to a maximum of twenty-five years of actual and continuous service, multiplied by the employee's average annual compensation, as determined pursuant to Section 8.5, below.
- b. Pursuant to Section 8.1.a., above, the maximum benefit payable to any eligible employee is 10% of the employee's average annual compensation, as determined pursuant to Section 8.5, below.

Section 8.2 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 Section 8.2.a., above, shall be entitled to receive a monthly benefit as determined pursuant to Section 8.1, above; provided, however, that no employee terminated for disciplinary reasons will be entitled to any benefit under this Section.

Section 8.3 Benefit Payment.

The benefit accrued by an employee under either Section 8.1 or 8.2, above, shall not be payable until retirement at the earliest of the following: 1. age fifty-five (55) and fifteen (15) years of service; 2. age sixty-two (62) and five years of service; or, 3. thirty (30) years of service regardless of age.

Section 8.4 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.

Section 8.5 Definitions.

- a. Actual Service means service while employed as an employee of Prince George's County.
- b. Average Annual Compensation means an amount computed by dividing by three the compensation actually received by an employee during whatever period of thirty-six consecutive months of continuous service will provide the largest total compensation for any such period.
- c. Compensation means the basic compensation actually received by an employee for service rendered as an employee for Prince George's County, excluding any overtime or other premium pay, bonuses or other additional compensation.

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

ARTICLE IX
LEAVE PROVISIONS

Section 9.1 Sick Leave. Sick leave policies shall be administered in accordance with the Prince George's County Personnel Law requirements.

Section 9.2 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.

Section 9.3 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 9.4 Personal Leave. Two 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, except for shift workers who work twelve (12) hours it is twelve (12) hours.

Section 9.5 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.

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Section 9.6 Additional Leave Provisions. In the event the County Executive grants administrative leave to non-essential County employees because of extreme inclement weather or other hazardous working conditions, which may prevent employees from reporting to work or which may require early release from work, those employees required by the Fire Department to perform duties will be entitled to receive one hour of compensatory time for each hour worked during the emergency, in addition to any pay to which they are entitled for that period.

Section 9.7 Unused Sick Leave. Beginning July 1, 1988, upon termination of County employment for non-disciplinary reasons (including but not limited to retirement, disability and death) employees shall be entitled to a lump sum cash payment for unused sick leave. The amount of the cash payment shall be determined by taking each individual's total accrued number of unused sick leave hours as of his termination date, multiplying by his final base hourly rate of pay and dividing that product by two. The number so obtained shall be further multiplied by a fraction, the numerator of which shall be the number of years of actual service and the denominator of which shall be twenty (20). However, if a dispatcher with less than 20 years of actual service terminates employment as a result of death or disability he shall receive a 50% cash out of unused sick leave regardless of years of service.

Section 9.8 Sick Leave Bank. The Union shall have the right to maintain a "Sick Leave Bank" for the civilian uniformed bargaining unit. 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.

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ARTICLE X
SAFETY & HEALTH

Section 10.1 Cooperation. The County and the Union agree to cooperate to the fullest extent in the promotion of safety and health.

Section 10.2 Safety Officer. There shall be a safety officer from within the Fire Department to investigate accidents, find cause for accidents, make recommendations for the prevention of accidents, and to keep records and statistics of accidents. The safety officer or his designee, shall be empowered to enforce his recommendations once they are approved by the County Fire Chief.

Section 10.3 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 10.4 Safety.

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

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

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

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

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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 XII, Section 12.3, 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 XV of this Agreement.

ARTICLE XI
HOURS OF WORK

Section 11.1 Regular Work Schedule

A. Workweek

The workweek for employees covered by this Agreement shall consist of seven consecutive days, Sunday through Saturday. A shift for employees covered by this Agreement shall consist of twelve (12) consecutive hours, excluding two unpaid breaks of twenty-six and twenty-five minutes. The number of scheduled work hours per shift are 11.15 (12 hours less 51 minutes unpaid break time -- .85 hour).

An employee's normal work schedule will consist of two (2) day shifts followed by two (2) night shifts followed by four (4) days off. The schedule cycle, which repeats every eight weeks, contains four (4) weeks with four (4) scheduled shifts and four (4) weeks of three (3) scheduled shifts.

B. Compensation for Scheduled Work Hours

Provided that an employee is in pay status for all of his regularly scheduled hours, he shall be compensated for those hours as follows:

1. During a four shift workweek (44.6 scheduled hours of work), the employee will receive straight time pay for the first forty (40) hours and will accrue compensatory leave at the rate of one and one-half (1 1/2) hours for each of the remaining 4.6 hours,

i.e., up to a total of 6.9 hours of compensatory leave.

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2. During a three shift workweek (33.45 scheduled hours of work), the employee will receive straight time pay for 33.45 hours and be paid in cash for up to 6.55 hours of accrued compensatory leave.

3. When an employee is in paid leave status for an entire four-shift workweek, the employee will report and be paid for forty hours (40) leave and, additionally will be credited with two (2) hours of compensatory leave.

4. If an employee would otherwise be required to charge a full half-hour of leave (annual, sick or compensatory) to cover .15 hours of his/her 11.15 hour shift, the employee may charge that .15 hour increment to reflect actual leave use.

C. Breaks

Breaks will be scheduled at times designated by the supervisor on duty. Without specific prior approval, dispatchers on break are not permitted to leave the communications facility.

Section 11.2 Exchange of Shifts.

A. An employee may exchange shifts with another employee upon permission of his career supervisor.

B. It shall be the responsibility of the employees 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 11.3 Overtime Pay.

A. Provided the employee is in pay status for the total of his regularly scheduled hours during a workweek, an employee covered by this Agreement who is authorized to and who works in excess of his scheduled hours (44.6 or 33.45) 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 of 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 that needed to maintain compensation for scheduled work hours under Section 8.1 B.2., above, shall be used before annual leave.

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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 XII
GRIEVANCE AND ARBITRATION PROCEDURES

Section 12.1 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, misrepresentation or misapplication of the rules or regulations of the County affecting the terms and conditions of employment.

Section 12.2 Exclusive Procedure. The provisions of this grievance procedure shall be the only grievance procedure applicable to employees covered by this Agreement.

Section 12.3 Grievance Procedure. Grievance shall be presented and adjusted in the following manner:

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

Step Two: If the grievance has not been settled at Step One, a written grievance may be filed, signed by the aggrieved employee and the employee's accredited union steward, and presented to the First Captain in the chain of command within five (5) days after the

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receipt of the answer at Step One or within five (5) days of when the answer was due. The Captain receiving the grievance shall meet with the employee and the employee's accredited union steward and render a decision in writing not later than seven (7) days after the receipt of the grievance.

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

Step Four: If the grievance has not been settled at Step Three, a written appeal signed by the employee and the employee's accredited union steward may be filed with the County Fire Chief within five (5) days after receipt of the answer at Step Three or within five (5) days of when the answer was due. The County Fire Chief or his designee shall meet with the employee and a committee including the employee's accredited union steward, Union Local President and/or Union Local Officers and render a written decision within fifteen (15) days after the receipt of the grievance.

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

Section 12.4 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 XII, Section 12.1, 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 12.5 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 12.6 Days Defined. The term "days" as used in this grievance procedure shall mean working days.

Section 12.7 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 XIII
PERSONNEL FILES

Section 13.1 Review. By appointment with an appropriate person in the County Fire Department, the employee upon presenting his identification, shall be permitted to examine his personnel file, except as to background information secured prior to employment and those documents received under the promise of confidentiality. The employee shall indicate in writing, to be placed in his file, that he has examined the same.

Section 13.2 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 XIV
ROSTER

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

ARTICLE XV
NO STRIKE OR LOCKOUT

Section 15.1 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 15.2 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 15.3 The County shall have the right to discipline, by way of discharge or otherwise, any employee who participates in such illegal conduct.

ARTICLE XVI
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 decision for the purpose of achieving conformity with the terms of any applicable law and the intent of the parties hereto.

ARTICLE XVII
DURATION

This Agreement shall become effective on July 1, 1991, unless otherwise stated in specific sections, and shall remain in full force and effect until June 30, 1993. This Agreement shall be automatically renewed from year to year after June 30, 1993 unless either party shall notify the other in writing no later than October 1, 1992 (or October 1st of any subsequent year thereafter in the case of an automatic renewal) that it desires to terminate, modify or amend this Agreement.

Signed on this 24th day of June, 1991, in Upper Marlboro, Prince George's County, Maryland.

FOR THE INTERNATIONAL
ASSOCIATION OF FIRE FIGHTERS
LOCAL 1619:

FOR PRINCE GEORGE'S COUNTY:

Ronald W. Milor, President

Parris N. Glendening
County Executive

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

FOR PRINCE GEORGE'S COUNTY
FIRE DEPARTMENT:

Steven T. Edwards
Fire Chief

Attachment A

Min-Max System:

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

Effective July 2, 1989:

- 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:

Emergency Dispatcher I	B14
Emergency Dispatcher II	B16
Emergency Dispatcher III	B18

- B. Merit steps will have the value of three and one-half percent (3 1/2%).
- C. (1) If, upon the granting of a three and one-half percent (3 1/2%) merit increase, an employee's salary is one percent or less from the applicable maximum rate, the employee will have his salary rate adjusted to the applicable maximum rate.

 (2) If upon the granting of a three and one half percent (3 1/2%) merit increase, an employee's salary rate is greater than one percent (1%) but less than three and one-half percent (3 1/2%) from the applicable maximum rate, the employee upon satisfactory completion of one (1) additional year of service, will have his salary rate adjusted to the applicable maximum rate.
- D. The maximum pay rate at each grade will be increased by an additional three and one-half percent (3 1/2%) effective July 2, 1989 and July 1, 1990.
- E. Upon promotion an employee's salary rate shall be the greater of a ten (10) percent increase over his current rate or a ten (10) percent increase above the stated minimum for the grade to which he is promoted.
- F. Steps for the purpose of demotions, discipline, and reallocations, shall be at a rate of 5% and shall be governed by the Personnel Law.

SALARY SCHEDULE B - EFFECTIVE JULY 1, 1990
 SCHEDULE OF PAY GRADES - UNIFORMED CIVILIAN BARGAINING UNIT
 PRINCE GEORGE'S COUNTY FIRE DEPARTMENT
 PRINCE GEORGE'S COUNTY, MARYLAND

<u>GRADE</u>		<u>MINIMUM</u>	<u>MAXIMUM</u>
*		*	*
B12	HOURLY	9.0547	14.3835
	BIWKLY	724.38	1,150.68
	ANNUAL	18,834	29,918
B13	HOURLY	9.5203	15.0931
	BIWKLY	761.62	1,207.45
	ANNUAL	19,802	31,394
B14	HOURLY	10.0031	15.8236
	BIWKLY	800.25	1,265.89
	ANNUAL	20,806	32,913
B15	HOURLY	10.5551	16.5947
	BIWKLY	844.41	1,327.58
	ANNUAL	21,955	34,517
B16	HOURLY	11.0899	17.4669
	BIWKLY	887.19	1,397.35
	ANNUAL	23,067	36,331
B17	HOURLY	11.6417	18.3189
	BIWKLY	931.34	1,465.51
	ANNUAL	24,215	38,103
B18	HOURLY	12.2282	19.5105
	BIWKLY	978.26	1,560.84
	ANNUAL	25,435	40,582
*		*	*

The minimum hourly rates are the July 2, 1989 rates multiplied by five and fourteen one-hundredths percent (5.14%). The maximum hourly rates are the July 2, 1989 rates multiplied by five and fourteen one-hundredths percent (5.14%) and adjusted upward by three and one-half percent (3.5%). 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 B - EFFECTIVE APRIL 5, 1992
 SCHEDULE OF PAY GRADES - UNIFORMED CIVILIAN BARGAINING UNIT
 PRINCE GEORGE'S COUNTY FIRE DEPARTMENT
 PRINCE GEORGE'S COUNTY, MARYLAND

<u>GRADE</u>		<u>MINIMUM</u>	<u>MAXIMUM</u>
*		*	*
B12	HOURLY	9.6433	15.3184
	BIWKLY	771.46	1,225.47
	ANNUAL	20,058	31,862
B13	HOURLY	10.1391	16.0742
	BIWKLY	811.13	1,285.94
	ANNUAL	21,089	33,434
B14	HOURLY	10.6533	16.8521
	BIWKLY	852.26	1,348.17
	ANNUAL	22,159	35,052
B15	HOURLY	11.2412	17.6734
	BIWKLY	899.30	1,413.87
	ANNUAL	23,382	36,761
B16	HOURLY	11.8107	18.6022
	BIWKLY	944.86	1,488.18
	ANNUAL	24,566	38,693
B17	HOURLY	12.3984	19.5096
	BIWKLY	991.87	1,560.77
	ANNUAL	25,789	40,580
B18	HOURLY	13.0230	20.7787
	BIWKLY	1,041.84	1,662.30
	ANNUAL	27,088	43,220
*		*	*

The minimum hourly rates are the July 1, 1990 rates multiplied by six and one-half percent (6.5%). The maximum hourly rates are the July 1, 1990 rates multiplied by six and one-half percent (6.5%). Biweekly rates are hourly rates multiplied by 80. Annual rates are the hourly rates multiplied by 2,080 and rounded to the nearest dollar.