

COUNTY COUNCIL OF PRINCE GEORGE'S COUNTY, MARYLAND

1995 Legislative Session

Bill No. _____ CB-42-1995

Chapter No. _____ 35

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

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

Co-Sponsors

Date of Introduction _____ June 27, 1995

BILL

AN ACT concerning

Collective Bargaining Agreement - International Association of

Fire Fighters, Local 1619

(Uniformed 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)(16),

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George's County, Maryland, that Section 16-233(f)(16) of the Prince George's County Code be and the same is hereby repealed and reenacted with the following amendments: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 [the] International Association of Fire Fighters, Local 1619 on [July 14, 1994] May 17, 1995, 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 it becomes law and that the agreement shall be retroactively effective to July 1, 1995.

Adopted this 26th day of July , 1995.

COUNTY COUNCIL OF PRINCE
GEORGE'S COUNTY, MARYLAND

BY:

Anne T. MacKinnon
Chairwoman

ATTEST:

Joyce T. Sweeney
Clerk of the Council

APPROVED:

DATE: _____

BY:

Wayne K. Curry
County Executive

KEY:

Underscoring indicates language added to existing law.

[Brackets] indicate language deleted from existing law.

Asterisks *** indicate intervening existing Code provisions that remain unchanged.

AGREEMENT MADE BY
AND BETWEEN
PRINCE GEORGE'S COUNTY, MARYLAND
AND
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS
LOCAL NO. 1619
JULY 1, 1995 THROUGH JUNE 30, 1996
(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

Effective July 1, 1994, subject to an amendment of certification by the Public Employee Relations Board, Emergency Dispatcher IV is added to the employees represented.

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, 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 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 (30) 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 fund-raising 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
WAGES

Section 6.1 Wages.

A. Fiscal Year 1996.

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

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

B. Wage Scale for Bargaining Unit Members.

The modifications in the wage scale as described in Attachment A attached hereto are effective beginning with the first full pay period beginning on or after July 1, 1994.

Section 6.2 Dispatcher Night Shift Differential.

A shift differential of two dollars and fifty cents (\$2.50) 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. 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. Effective the first full pay period beginning on or after July 1, 1994, employees assigned to work the night shifts shall receive shift differential pay for all paid status hours, including paid leave hours and holidays.

Section 6.3 Clothing Allowance.

Employees covered by this Agreement shall receive a clothing allowance of nine hundred dollars (\$900) 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 FY96 (July 1, 1995 through June 30, 1996) employees covered by this Agreement will not receive the clothing allowance referenced in the preceding paragraph. Further, the parties recognize and agree that the issue of a clothing allowance during FY97 is subject to negotiation.

Section 6.4 Group Health Insurance Coverage.

A. 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 eighty percent (80%) to the cost of a prepaid group

health plan or Health Maintenance Organization (HMO) for any employee who elects to participate in the program. Participating employees shall contribute the remaining twenty percent (20%).

C. 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%).

D. Employees covered by this Agreement shall be covered by the Fire Fighters Agreement on Prescription Plan.

E. 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 whose death results from an accidental personal injury arising out of and in the course of his/her employment.

Section 6.5 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 career officers authorized by the County Fire Chief, shall be paid the minimum of four (4) hours at one and one-half (1 1/2) times his/her regular rate of pay. This provision shall not apply to administrative hearings or disciplinary procedures. However, management will attempt to schedule such hearings and/or procedures during the normal duty hours of the employee; or, at a time mutually agreeable to both parties.

Section 6.6 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 7.5 shall apply to an employee called in to work more than two (2) hours immediately before his/her regularly scheduled starting time.

Section 6.7 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
Memorial Day	(every 4 years)
Independence Day	General Election Day
Labor Day	(every 2 years)
Fire Fighter Recognition	County Employees' Appreciation
Day (2nd Tuesday of	Day
September)	Veteran's Day

Columbus Day

For the purpose of this Section, the Christmas holiday shall apply to all dispatchers who work during the twenty-four (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 twenty-four (24) hour period beginning at 1900 hours on December 31.

Section 6.8 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.

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

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

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

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

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

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

Section 6.10 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.

Section 6.11 EMT Pay. Effective the first full pay period beginning on or after July 1, 1994, employees covered by this Agreement who obtain and maintain EMT certification will receive EMT pay of fifteen dollars (\$15.00) per pay period.

ARTICLE VII SUPPLEMENTAL RETIREMENT BENEFIT

Section 7.1 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 (25) 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 ten percent (10%) of the employee's average annual compensation, as determined pursuant to Section 8.5, below.

Section 7.2 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 7.3 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 (5) years of service; or, 3. thirty (30) years of service regardless of age.

Section 7.4 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 7.5 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.

Section 7.6 Supplemental Retirement Benefit. Effective January 1, 1993, the benefit accrual rate in Section 8.1, above, shall be increased from 0.4% to 0.6% per year for up to twenty-five (25) years of service for an increase in the maximum benefit from ten percent (10%) to fifteen percent (15%).

Section 7.7 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.

ARTICLE VIII LEAVE PROVISIONS

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

Section 8.2 Annual Leave.

(a) Annual leave policies shall be administered in accordance with the Prince George's County Personnel Law requirements; provided, however, that employees under this agreement may carry over up to one hundred thirty (130) days of annual leave to the following annual leave year. Employees upon request may convert any annual leave in excess of one hundred thirty (130) days to sick leave at the end of an annual leave year.

(b) An employee covered by this Agreement who terminates employment shall receive a lump sum cash payment for the annual leave balance credit accumulated through the last full pay period immediately prior to the employee's separation.

Section 8.3 Leave of Absence. Leave without pay may be granted for up to one (1) year when just cause for such leave is shown by the employee. Such leave shall be requested in writing and shall be subject to approval by the County Fire Chief or his designee and such approval shall not be unreasonably withheld. The County Fire Chief has the right to set reasonable limits on such leave.

Section 8.4 Personal Leave. Two (2) paid personal leave days per leave year shall be granted to each employee eligible for annual leave. A personal leave day shall be requested and approved in advance of use. There shall be no accumulation of personal leave days and unused personal leave shall be forfeited at the end of the leave year or upon termination of employment. A personal leave day equals eight (8) hours, except for shift workers who work twelve (12) hours it is twelve (12) hours.

Section 8.5 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 8.6 Additional Leave Provisions. In the event the County Executive grants administrative leave to nonessential 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 8.7 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/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 a dispatcher 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 8.8 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.

ARTICLE IX SAFETY & HEALTH

Section 9.1 Cooperation. The County and the Union agree to cooperate to the fullest extent in the promotion of safety and health.

Section 9.2 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 9.3 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 9.4 Safety.

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

B. If the parties fail to resolve any difference or disagreement over the existence of such an unsafe condition, or the appropriate corrective measures to be taken, the issue may be referred by the Union in writing to the Departmental Safety Officer. Within ten (10) working

days after receipt of the Union's written notification, the Safety Officer will notify the Union in writing of the measures that the Department proposes to take to correct the alleged unsafe conditions.

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

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

E. In the event that the Union disagreed with the Fire Chief's proposed corrective action, the Union may submit the matter to arbitration under Article 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 XIV of this Agreement.

ARTICLE X HOURS OF WORK

Section 10.1 Regular Work Schedule

A. Workweek

The workweek for employees covered by this Agreement shall consist of seven (7) consecutive days, Sunday through Saturday. A shift for employees covered by this Agreement shall consist of twelve (12) consecutive hours, excluding two (2) unpaid breaks of twenty-six (26) and twenty-five (25) 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 (8) 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/her regularly scheduled hours, he/she shall be compensated for those hours as follows:

1. During a four (4) 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.

2. During a three (3) 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 (4) shift workweek, the employee will report and be paid for forty (40) hours 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 (1/2) 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 10.2 Exchange of Shifts.

A. An employee may exchange shifts with another employee upon permission of his/her 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 10.3 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 (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.

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

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

B. Calculation of Overtime

Each hour of overtime shall be compensated as follows:

1-14 minutes	- no compensation
15-29 minutes	- compensatory leave at rate of 1 1/2 times of time worked
30-44 minutes	- one-half hour wages at 1 1/2 times plus compensatory time for actual time worked over 30 minutes
45-60 minutes	- one (1) hour of wages at 1 1/2 times

ARTICLE XI GRIEVANCE AND ARBITRATION PROCEDURES

Section 11.1 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 11.2 Exclusive Procedure. The provisions of this grievance procedure shall be the only grievance procedure applicable to employees covered by this Agreement.

Section 11.3 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 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 11.4 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 11.5 Time Limits. Time limits for the processing of grievances are intended to expedite grievance handling and may be extended upon mutual agreement, but if not so extended, they must be strictly observed. If the matter in dispute is not resolved within the time period provided for in any step, the next step may then be invoked, provided that if an employee fails to pursue any step within the time limits provided, he/she shall have no further right to continue the grievance.

Section 11.6 Days Defined. The term "days" as used in this grievance procedure shall mean working days.

Section 11.7 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 XII PERSONNEL FILES

Section 12.1 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 12.2 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 XIII 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 XIV NO STRIKE OR LOCKOUT

Section 14.1 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 14.2 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 14.3 The County shall have the right to discipline, by way of discharge or otherwise, any employee who participates in such illegal conduct.

ARTICLE XV SAVINGS AND SEPARABILITY

It is not the intention of either the County or the Union 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 Union 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 XVI 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 following classifications:

Emergency Dispatcher I	B14
Emergency Dispatcher II	B16
Emergency Dispatcher III	B18
Emergency Dispatcher IV	B21

- 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 (1%) or less from the applicable maximum rate, the employee will have his/her salary rate adjusted to the applicable maximum rate.
- (2) If upon the granting of a three and one half percent (3 1/2%) merit increase, an employee's salary rate is greater than one percent (1%) but less than three and one-half percent (3 1/2%) from the applicable maximum rate, the employee upon satisfactory completion of one (1) additional year of service, will have his/her salary rate adjusted to the applicable maximum rate.
- D. The maximum pay rate at each grade will be increased by an additional five percent (5%) effective July 1, 1994.
- E. 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.
- F. 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.
- 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 changes while those employees are continuously employed.

SALARY SCHEDULE B - EFFECTIVE JULY 1, 1995
 SCHEDULE OF PAY GRADES - UNIFORMED CIVILIAN BARGAINING UNIT
 PRINCE GEORGE'S COUNTY, MARYLAND

<u>GRADE</u>		<u>MINIMUM</u>	<u>MAXIMUM</u>
B12	HOURLY	10.1980	17.0097
	BIWKLY	815.84	1,360.78
	ANNUAL	21,212	35,380
B13	HOURLY	10.7224	17.8488
	BIWKLY	857.79	1,427.90
	ANNUAL	22,303	37,126
B14	HOURLY	11.2662	18.7127
	BIWKLY	901.30	1,497.02
	ANNUAL	23,434	38,922
B15	HOURLY	11.8879	19.6246
	BIWKLY	951.03	1,569.97
	ANNUAL	24,727	40,819
B16	HOURLY	12.4903	20.6562
	BIWKLY	999.22	1,652.50
	ANNUAL	25,980	42,965
B17	HOURLY	13.1118	21.6635
	BIWKLY	1,048.94	1,733.08
	ANNUAL	27,273	45,060
B18	HOURLY	13.7724	23.0728
	BIWKLY	1,101.79	1,845.82
	ANNUAL	28,647	47,991
B19	HOURLY	14.4522	24.2171
	BIWKLY	1,156.18	1,937.37
	ANNUAL	30,061	50,372
B20	HOURLY	15.1748	25.4280
	BIWKLY	1,213.98	2,034.24
	ANNUAL	31,564	52,890
B21	HOURLY	15.9335	26.6993
	BIWKLY	1,274.68	2,135.94
	ANNUAL	33,142	55,535

<u>GRADE</u>		<u>MINIMUM</u>	<u>MAXIMUM</u>
B22	HOURLY	16.7301	28.0342
	BIWKLY	1,338.41	2,242.74
	ANNUAL	34,799	58,311

The hourly rates are the same as the March 5, 1995 rates as adopted by CR-89-1994. For administrative purposes, the hourly rates are the controlling rates. Bi-weekly rates are hourly rates multiplied by 80 and rounded to the nearest cent. Annual rates are the hourly rates multiplied by 2,080 and rounded to the nearest dollar.