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Memorandum Of Agreement

Between

Anne Arundel County

(Maryland)

And

Local 1563

**Anne Arundel County Professional Fire Fighters
International Association of Fire Fighters
AFL-CIO-CLC**

Article 1

Preamble

Anne Arundel County, Maryland, hereinafter referred to as “County” and Local 1563, Anne Arundel County Professional Fire Fighters, International Association of Fire Fighters, AFL-CIO-CLC, hereinafter referred to as “Union” have entered into the following Agreement for the purpose of promoting harmonious relationships between County and its employees; to promote and improve the efficiency of the operations of the Anne Arundel County Fire Department; to establish wages, hours and other terms and conditions of employment; and to provide peaceful procedures for the resolution of disputes arising hereunder.

Article 2

Recognition and Unit

Section 2.1 – Recognition

County recognizes Union as the exclusive representative of employees, as defined in Section 2.2 of this Article, for the purpose of negotiating collectively with County pursuant to §6-4-108 of the Anne Arundel County Code (hereinafter referred to as “the County Code”) with respect to wages, hours, working conditions and other terms of employment.

Section 2.2 – Unit Description

- (a) **Current Classifications.** The term “employee” and “employees” shall mean all permanent non-probationary uniformed Fire Personnel of Anne Arundel County, including employees employed in the following classifications: Fire Fighter II; Fire Fighter III; Fire Fighter/Cardiac Rescue Technician; Fire Fighter/Emergency Medical Technician-Paramedic, Fire Lieutenant, and Fire Captain, excluding all other employees of County employed in any other classification.
- (b) **Re-titled or Additional Classifications.** In the event that the above-listed classifications are re-titled or in the event that additional classifications are added to County Service which in accord with §6-4-107 of the County Code would be eligible for inclusion in the unit described in Section 2.2(a) of this Agreement, such classification shall be specifically included in this Section, upon the mutual agreement of County and Union. In the event County and Union are not able to agree as to the inclusion or exclusion in this unit of any re-titled or additional classification, the determination of such inclusion or exclusion shall be resolved in accord with the procedure set forth in §6-4-107(e) of the County Code, and subject to the provisions of §6-4-107(d) of the County Code. In the event the classification

of Emergency Medical Technician – Intermediate is added through legislation, such classification will be included as a covered Union classification in this section. The Emergency Medical Technician – Intermediate classification by State Law is to replace the Fire Fighter/Cardiac Rescue Technician classification. The Emergency Medical Technician – Intermediate classification will be implemented as the existing Fire Fighter/Cardiac Rescue Technician employees vacate their positions.

Section 2.3 – Probationary Employees

Notwithstanding §6-1-107 of the County Code and Section 806 of the County Charter, all employees newly hired or re-hired shall be “probationary” until twelve (12) months have elapsed from the date such employee entered into the employment of County, unless the employee is re-hired in accordance with the provisions of Section B-12 of the Employee Relations Manual. This twelve (12) month period is to allow a newly hired employee or re-hired employee to complete the requirements of the Fire Training Academy and to complete the appropriate level of field training. The discharge of a probationary employee shall not be subject to the grievance procedure of this Agreement except that a probationary employee may grieve his discharge on the basis that such discharge is in violation of Article 3 of this Agreement.

Section 2.4 – Printing and Distribution of Agreement

Within sixty (60) calendar days from the effective date of this Agreement, County shall provide Union with twenty-five (25) copies of this Agreement and shall provide each employee with one (1) copy of this Agreement. This agreement shall be reproduced on white, 8½ x 11 inch paper which shall be pre-punched with three holes for use with a loose-leaf notebook. Provided that the union supplies a camera-ready copy of its logo, County shall print the IAFF logo on the cover of the contract along with the Anne Arundel County logo.

Article 3 **Non-Discrimination**

Section 3.1 – Union Activity

Employees of County shall have the right to form, join, assist and participate in the activities of employee organizations of their own choosing for the purpose of representation on all matters of employee relations. Employees of County also shall have the right not to join or participate in the activities of employee organizations and shall have the right to represent themselves individually in their employment relations with County. No employee shall be intimidated, restrained, coerced or discriminated against because of his exercise of these rights.

Section 3.2 – No Discrimination

The provisions of this Agreement shall be applied to all employees without discrimination because of age, sex, race, color, religion, national origin, sexual orientation, disability, marital status, political affiliation or membership or non-membership in Union.

Article 4 **Management Functions**

Section 4.1 – Exclusive Rights

Notwithstanding any provisions of Article 6, Title 4 of the County Code to the contrary, it is the exclusive right of County: (a) to determine the purposes and objectives of each of its constituent

offices and departments; (b) to set standards of services to be offered to the public; (c) to determine the methods, means, personnel and other resources by which County's operations are to be conducted; and (d) to exercise control and discretion over its organization and operations.

Section 4.2 – Conditional Rights

Subject to the terms of this Memorandum of Agreement, it is also the right of County: (a) to direct its employees; (b) to hire, promote, transfer, assign or retain employees; (c) to establish reasonable work rules; (d) to demote, suspend, discharge or take other appropriate disciplinary action against its employees for just cause, in accordance with the Charter and other applicable laws; and (e) to relieve its employees from duty because of lack of work or other legitimate reasons.

Article 5

Maintenance of Membership and Dues Deduction

Section 5.1 – Modified Agency Shop

- (a) **Present Employees.** Each employee who on the date of this Agreement is a member of Union in good standing in accordance with its Constitution and By-Laws, or who shall thereafter become such a member, shall, as a condition of employment, maintain his/her membership in Union in good standing for the duration of this Agreement; provided, however, that at any time within the period of fifteen (15) days prior to the expiration of this Agreement, any such employee may withdraw from membership in Union and pay a service fee to Union. Union agrees to ensure full compliance with the requirements of Federal, State and County laws regarding the rights of employees required to pay service fees to the Union in lieu of membership dues.
- (b) **New Employees.** Employees hired on or after July 1, 1987, upon completion of their probationary period shall be required, as a condition of employment, to either become a member of Union in good standing in accordance with the Constitution and By-Laws of Union, or, if they choose not to become members of Union, shall pay a service fee to Union.

Section 5.2 – Payroll Deduction Authorization

Upon receipt of a signed payroll deduction authorization, County shall deduct in two or more pay periods each month out of the current wages payable to each member of the bargaining unit such union dues or service fees as are authorized to be deducted in accordance with the terms of this Agreement and the County Code and that are certified in writing by the Union's Treasurer.

Section 5.3 – Union to Indemnify County

Union shall indemnify and save County harmless of any and all claims, grievances, actions, suits, or other forms of liability or damages that arise out of or by reason of any action taken by County for the purpose of complying with any of the provisions of this Article, and Union assumes full responsibility for the disposition of the funds deducted under Section 5.2 of this Article as soon as they have been remitted by County to the Treasurer of Union.

Article 6
Grievance Procedure

Section 6.1 – Definition of Grievance

A grievance is defined as any difference or dispute between an employee and County arising out of the employment relationship. Grievances may be filed by an individual employee or by Union. Individual grievances by the employees must be signed by the employee grievant and shall not be filed as a Union grievance. Grievances involving disciplinary action against employees shall be filed as individual grievances and shall not be filed as Union grievances.

Section 6.2 – Grievance Procedure

Recognizing that grievances should be raised and settled promptly, a grievance must be raised within fifteen (15) days following the event giving rise to the grievance or within fifteen (15) work days following the time when the employee reasonably should have gained knowledge of its occurrence. Grievances shall be processed as follows:

Step I

Notice to Immediate Paid Supervisor

The employee, with a Union representative, may discuss the grievance with the first career supervisor outside the bargaining unit provided that the employee executes and delivers the Step I Grievance Documentation Form (attached as Appendix I) to the supervisor. The employee shall affix to the form the date of the meeting with the supervisor; a brief statement of the nature of the grievance; and his or her signature and deliver it to the supervisor before commencing any discussion relating to the grievance. The supervisor shall, thereafter, attempt to adjust the grievance and shall respond orally to the employee within five (5) work days after the discussion.

Step II

Written Notice to the Department Head

If the grievance is not settled in Step I, the employee may, within ten (10) work days following receipt of the supervisor's answer, file a written grievance with the Department Head. A meeting shall be held between the Department Head or his/her designated representative and the employee with a Union Steward and the Local Union President, or his/her designated representative, within ten (10) work days after receipt of the written grievance. If no settlement is reached in said meeting, the Department Head or his/her designated representative shall give a written answer to the employee within ten (10) work days of said meeting.

Step III

Written Grievance Appeal to Personnel Officer

If the grievance is not settled in Step II, the employee may file a written grievance appeal with the Personnel Officer within ten (10) work days after receipt of the Step II answer. A meeting shall be held between the Personnel Officer or his/her designated representative and the employee, with the Local Union President or his/her designated representative, within ten (10) work days after receipt of the written grievance appeal. If no settlement is reached in said meeting, the Personnel Officer or his designated representative shall give a written answer to the employee within ten (10) work days of said meeting.

Step IVA
Direct Appeal to the Personnel Board

In the event an appeal is to be submitted directly to the Personnel Board, such appeal shall be presented, in writing, within ten (10) work days after receipt of County's Step III answer. The Personnel Board shall hold a hearing on the grievance within forty-five (45) calendar days of receipt of such written appeal. The Personnel Board shall render a final and binding decision on the grievance as soon as possible after such hearing. If the Personnel Board has not rendered a decision on the matter within forty-five (45) days of the close of the hearing, the Personnel Officer shall make a formal request to the Personnel Board for a decision to be rendered.

Step IVB
Binding Arbitration

Within ten (10) work days after receipt of County's Step III answer, an employee may proceed to Binding Arbitration in lieu of an appeal to the Personnel Board by complying with the procedures currently set forth in §6-4-113 of the County Code.

Section 6.3 – Time Limitations

No grievance shall be entertained or processed under the procedure set forth in Section 6.2, unless it is filed within the time limits set forth in Section 6.2. If a grievance is not appealed within the time limits for appeal set forth above, it shall be deemed settled on the basis of the last answer of County, except where the parties mutually agree, in writing, to extend any time limits. If County fails to provide an answer within the time limits so provided, the grievant may immediately appeal to the next Step of the grievance procedure.

Section 6.4 – Written Presentation

Any written grievance presented under Section 6.2 of this Article shall set forth the facts giving rise to the grievance and also the provisions of this Agreement alleged to have been violated. Written presentation of the grievance is to be on a standard grievance form provided by County and signed by the grievant.

Section 6.5 – Grievance Meetings

Grievance meetings under Section 6.2 of this Article shall be held at times mutually agreeable to the parties, provided that insofar as practicable, such meetings shall be held during scheduled work hours. The aggrieved employee, appropriate Union representatives and any other employees, who the parties mutually agree are necessary to the resolution of the grievance, shall suffer no loss of pay for scheduled work hours lost while attending such meetings.

Section 6.6 – Individual Rights to Grievances

Nothing herein shall be deemed to deny to any individual employee the right to present grievances, without Union representation, and to have such grievances adjusted, as long as such adjustment is not inconsistent with the terms of this Agreement. County shall advise Union of this disposition of all grievances processed under this Section.

Section 6.7 – Waiver

The parties may mutually agree in writing to waive any step of the grievance process.

Article 7
Union Stewards

Section 7.1 – Union Stewards

Union Stewards appointed or elected by Union from among employees of County (in no case to exceed a ratio of one (1) Steward per twenty (20) employees) shall be recognized by County for the purpose of presenting grievances under Article 6 of this Agreement. Stewards shall have the right to leave their jobs during working hours for the purpose of investigating alleged grievances arising under this Agreement involving the department, section or work area they represent and which require immediate attention or to attend any scheduled grievance meeting, provided they first receive permission from their paid supervisor. Such permission shall not be unreasonably withheld by County, but, it may not be granted at times when it interferes with the efficient operation of County.

Section 7.2 – Union to Notify County

Union shall supply County with a roster of the Stewards appointed under this Article and shall immediately notify County of any changes in such roster.

Article 8
No Strikes or Lockouts

Section 8.1 – No Strikes

An employee or Union may not engage in, initiate, sponsor, support or direct a strike as that term is defined in §6-4-101 of the County Code. If an employee or Union violates this provision of the Agreement, the County Executive may, as the County Executive considers necessary in the public interest: (a) impose disciplinary action, including the removal from County service, of employees engaged in the illegal conduct; (b) terminate Union's dues deduction privilege; (c) revoke exclusive representation certification and disqualify an exclusive representative from participation in representation elections for a period of up to two (2) years.

Section 8.2 – Lockouts

The Administration and the County Council may not engage in, initiate, or direct a lockout of employees as that term is defined in §6-4-101 of the County Code.

Article 9
Employment Rights

Section 9.1 – Definition

“Seniority” shall mean an employee’s length of continuous service with County’s Fire Department. Service with other County departments or in any classifications other than those listed in Section 2.2(a) of this Agreement shall not be credited toward service in County’s Fire Department. No employee shall acquire seniority until completing his/her probationary period. Upon completion of the probationary period, an employee shall accrue seniority computed from the date of hire. Except for leaves of absence authorized under either Article 13 (Leaves) or Article 14 (Union Business) of this Agreement, all leaves of absence shall be subtracted from an employee’s length of continuous service in County’s Fire Department.

Section 9.2 – Termination of Seniority

An employee's seniority shall be terminated for the following reasons: (a) Discharge for just cause, voluntary resignation or retirement; (b) Failure to return to work within fourteen (14) consecutive scheduled work days after due notification of recall from layoff by County; (c) Layoff in excess of thirty-six (36) consecutive months since the employee's last day worked for County or a period exceeding the length of the employee's seniority, whichever is less.

Section 9.3 – Seniority Roster

County shall compile and submit to Union, upon receipt of a request from Union made semi-annually, a seniority list noting date of hire with the Fire Department. The list shall be in chronological order listing the most senior employee first, following with the remainder of employees according to hire date.

Section 9.4 – Personnel Reduction

In the event of a personnel reduction, employees with the least seniority shall be laid off first. Where the least senior employees have the same hire date, and the qualifications, skill and ability of said employees are relatively equal, the employees to be laid off shall be chosen by lot. No permanent employee shall be laid off while there is a temporary employee performing duties for which the permanent employee is qualified. Each employee shall receive at least ten (10) days written notice of layoff. No new employee shall be hired until all qualified employees on layoff have been offered an opportunity to return to work. Recall to work shall be in the reverse order of layoff.

Section 9.5 – Layoffs

During the term of this Memorandum of Agreement, there shall be no layoffs of bargaining unit employees.

Article 10

Vacancies, Promotions, ALS Training and Certification, and Expenses Associated with Training and Certifications

Section 10.1 – Filling of Vacancies

If a vacancy exists and there is an established eligibility list, the Personnel Officer shall certify to the Fire Chief the first three (3) names on such list. If no eligibility list exists, the position shall be posted for ten (10) calendar days. Thereafter, an eligibility list shall be established based on a written examination, oral examination, or other relevant examinations and qualifications. The Fire Chief shall appoint one (1) employee from those certified by the Personnel Officer to fill the vacant position. If a higher ranked candidate is not selected for promotion, the employee is entitled to receive an explanation from the Fire Chief. An employee promoted to a higher-level position shall be considered probationary in that position only, for a maximum period of six (6) months after promotion.

Section 10.2 – Transfers

- (a) Requests for transfers shall be acted upon as per the present rules and regulations.
- (b) An employee may simultaneously maintain a maximum of two (2) active requests for transfer, providing that only one of the requests is for a transfer to a field operations

position and that the employee prioritizes each request by designating a first choice transfer and a second choice transfer.

- (c) The Fire Department will post or otherwise make available the current list of employee transfer requests on the County's internal e-mail system.
- (d) When a position or an assignment is available for transfer, the Fire Department will provide two weeks (14 calendar days) advance notice that the transfer assignment or position is available. If an employee has a pending request to transfer to the posted assignment or position, but is no longer interested in the assignment or position, he or she must withdraw his/her request on the appropriate form within the 14 day notice period or he/she may be transferred per the transfer request(s). To ensure adequate notice of withdrawal, an employee will communicate a decision to withdraw his or her request by sending an e-mail through the County's e-mail system to the appropriate Deputy Chief listed in the 14 day notice. An employee who declines a transfer is permanently removed from the transfer list of employees for the transfer assignment or position declined.
- (e) An employee will be automatically removed from the employee transfer list if he or she withdraws his or her transfer or upon promotion, reclassification, including by proficiency advancement, or demotion.
- (f) Any employee who is involuntarily transferred or who is denied a requested transfer shall be granted an opportunity to meet with the Fire Chief, or his/her designated representative to discuss the reasons for denial.
- (g) The Fire Chief retains authority to make any transfer which may be reasonable to accommodate injury, illness or disability.

Section 10.3 – Transfer Restrictions

- (a) An employee promoted to Lieutenant or above may not request a transfer from the respective, assigned division where the promotional vacancy occurred for one (1) year. Transfer may be made by the Fire Chief.
- (b) Transfer between E.M.S. and Suppression

An E.M.S. officer promoted after the effective date of this Agreement on the basis of selective certification, may not laterally transfer to a suppression position unless:

- (1) The promotional process has proceeded to his prior position on the certified promotional list, or
- (2) The next person on the certified promotional list is E.M.S. qualified.
- (3) Notwithstanding the above, the Fire Chief retains authority to make any transfer which may be reasonable to accommodate injury, illness or disability.

Section 10.4 – ALS Training and Certifications

This section supersedes all employment agreements previously executed with the County, with the exception of Last Chance Agreements.

- (a) Advanced Life Support (ALS) Certification

Except as otherwise stated, this subsection 10.4(a) applies to all employees hired on or after January 1, 2004.

If the County provides training necessary to obtain ALS certification, and an employee fails to successfully complete the training provided by the County or to pass the necessary examinations required to obtain the pertinent ALS certification pursuant to the regulations and procedures governing the National Registry of Emergency Medical Technicians, the employee may be terminated and the termination shall be for just cause. Specifically as to the ALS examination process, an employee who fails to pass the written (cognitive) examination after six (6) attempts or fails to pass the practical examination after three (3) full attempts may be terminated and the termination shall be for just cause. If the employee does not obtain the pertinent ALS certification within one (1) year of completing the applicable EMT-I or EMT-P State approved educational program (not including training required due to examination failure), the employee may be terminated and the termination shall be for just cause.

The parties agree that employees who, as of December 31, 2006, have completed the State-approved EMT-I educational program required by the County will not be terminated solely for not being able to obtain his or her EMT-P certification.

(b) Maintenance of Certifications

Except as otherwise provided in this Memorandum of Agreement, an employee hired on or after January 1, 2000 is required to maintain his or her highest level of ALS certification. Failure to do so may result in termination and the termination shall be for just cause.

An employee who is certified by MIEMSS to perform the functions of an EMT-P, has performed the functions of an EMT-P for at least five (5) continuous years as an employee in the Anne Arundel County Fire Department, and who has served ten (10) continuous years as an EMT-I, EMT-P and or CRT as an employee in the Anne Arundel County Fire Department, may be given permission to forego maintenance of certification by the Fire Chief and may be placed in a position that does not require certification.

(c) Assignment Rotation for Calendar Year 2008

An employee who is employed with the County as of July 1, 2007, who is certified by MIEMSS to perform the functions of an EMT-P and who has served ten (10) continuous years at the rank of FFV (FF-Paramedic) in the Anne Arundel County Fire Department is eligible for assignment rotation in calendar year 2008. For calendar year 2008 the County will make a good faith effort to provide eight (8) 24 hour assignments per year for each eligible employee. An employee on rotation will not be assigned to an EMS transport unit, but will be expected to provide ALS services as required to include participating in patient transport.

(d) "Procedure for De-certification and/or Rotation" Committee

A Committee shall be created to make recommendations for a process and procedure for approving de-certification of EMT-P requests and to make recommendations for establishing an assignment rotation policy for EMT-P no later than September 30, 2007. This Committee shall be comprised of four (4) members: two (2) to be appointed by the Union; and two (2) to be appointed by the County. Recommendations of the Committee shall be made in the form of a written report to the Fire Chief and Union President no later than September 30, 2008. Any final policies and procedures for de-certification and

assignment rotation, after agreement by the Union and County, will be incorporated into the Memorandum of Agreement as an amendment to this Article.

Section 10.5 – Training and Certifications Expenses

This Section applies to all employees hired on or after July 1, 2002, and supersedes all employment contracts previously executed with the County.

An employee is expected to serve at least five (5) years with the County after his/her date of hire. An employee who fails to be employed five (5) years will be required to compensate the County for training received and paid for by the County during his or her employment with the County as follows:

- (a) The amount of reimbursement shall not exceed \$7,500.
- (b) The rate of reimbursement shall be prorated over sixty (60) months based on the length of service.
- (c) Reimbursement shall not be required if the Employee fails to complete five (5) years of service due to: (1) a medical reason that is substantiated by a doctor's certificate confirming that the employee cannot perform the functions of his/her position for the foreseeable future or (2) failure to successfully complete the Recruit Training Academy.

Article 11 Hours of Work

Section 11.1 – Hours of Work

- (a) The shift assignment practice of 24/72 for fire suppression and emergency medical services employees placed into effect on December 28, 2006, for an average work week of 42 hours, shall remain in effect for the duration of this agreement.
- (b) The day work schedule in effect on December 28, 2006 for certain limited assignments involving five 8.4 hour shifts, shall be limited to shifts on Monday through Friday and shall end no later than 1730 hours.
- (c) The shift assignment schedule of two ten hour days followed by two fourteen hour nights (10/14) in effect on December 28, 2006 for fire alarm and fire investigation employees, for an average work week of 42 hours, shall remain in effect for the duration of this agreement unless the County notifies the Union that it desires to make a change to the schedules of employees in fire alarm or fire investigation. In the event of a contemplated change to that schedule the County shall give the Union notice of proposed changes and enter into negotiations with Union concerning any changes.
- (d) All other non-operations day work employees shall be assigned to a forty hour work week between Monday and Friday, either on the basis of five 8 hour shifts or, upon agreement between the employee and Department supervision, four 10 hour shifts.

Section 11.2 – Shift Schedule Deviation

- (a) For a period of up to and including 14 calendar days, the County may temporarily change its hours of work and shifts should the exigencies of operations, safety, or staffing warrant such a change. The County may make or extend such changes beyond 14 calendar days in

the event of the issuance of a federal, state or county emergency declaration, and until 14 calendar days beyond the end of the latest emergency order.

- (b) County shall not effect any changes in shifts or hours for disciplinary purposes or for arbitrary and capricious reasons.

Section 11.3 – Shift Exchange

Employees shall have the right to exchange shift assignment, providing a request is made and approved, in accordance with the Rules and Regulations by the Fire Chief or his/her designated representative. Compensation for the above exchange shall rest exclusively with the two (2) employees agreeing to the exchange. County will not withhold such approval for disciplinary purposes or for arbitrary and capricious reasons.

Article 12 **Wages and Premiums**

Section 12.1 – Purpose of Article

The sole purpose of this Article is to provide a basis for the computation of regular, overtime, and other premium wages. County's pay practices and procedures shall govern the calculation and computation of all wages.

For purposes of this Memorandum of Agreement, the term "pay period" means a bi-weekly pay period as utilized and in effect as of June 30, 2007.

Section 12.2 – Pay Schedule

- (a) Effective the first full pay period on or after July 1, 2007, employees covered by this agreement shall receive a three percent (3%) increase in pay, not to exceed the maximum pay rate for the grade on Pay Schedule A of Appendix II. Pay Schedule A represents an increase to the minimum and maximum pay rate of three percent (3%) plus an additional five percent (5%) increase to the maximum rate of pay. Pay Schedule A is effective the first pay period that begins on or after July 1, 2007.
- (b) Effective the first full pay period on or after July 1, 2008, employees covered by this agreement shall receive a three percent (3%) increase in pay, not to exceed the maximum pay rate for the grade on Pay Schedule B of Appendix II. Pay Schedule B represents an increase to the minimum and maximum pay rate of three percent (3%) plus an additional five percent (5%) increase to the maximum rate of pay. Pay Schedule B is effective the first pay period that begins on or after July 1, 2008.
- (c) Effective the first full pay period on or after July 1, 2009, employees covered by this agreement shall receive a three percent (3%) increase in pay, not to exceed the maximum pay rate for the grade on Pay Schedule C of Appendix II. Pay Schedule C represents an increase to the minimum and maximum pay rate of three percent (3%) plus an additional five percent (5%) increase to the maximum rate of pay. Pay Schedule C is effective the first pay period that begins on or after July 1, 2009.
- (d) In each year of this agreement, on the pay period closest to the anniversary of the employee's last performance-based pay rate increase, an employee shall receive a five percent (5%) increase in pay not to exceed the maximum pay for the grade for satisfactory performance on an employee's Performance Planning and Appraisal Report.

- (e) When applying the pay rules described above, in no event shall an employee's salary be less than the minimum pay rate for the grade.

Section 12.3 – Merit Pay Advancements

- (a) Except as otherwise provided in this section, an employee shall receive merit pay advancements as provided in §6-1-207 of the County Code.

An eligible employee who receives an overall rating of satisfactory on his/her Performance Planning and Appraisal Form shall receive a merit pay advancement in accordance with Section 12.2 – Pay Schedule.

In no event, however, shall a merit pay advancement result in an employee exceeding the maximum pay for his/her classification.

An employee who receives an Overall Rating of Unsatisfactory shall receive no merit pay advancement, but will be re-evaluated ninety (90) calendar days after his/her receipt of an Unsatisfactory rating. This ninety (90) day re-evaluation is meant to encourage the employee to bring his/her performance up to a level that meets or exceeds the standards for his/her position. An employee who then meets or exceeds the standards for his/her position shall receive a merit pay advancement determined by his/her Overall Rating, effective as of the ninety (90) day re-evaluation.

If the employee fails to improve to a satisfactory level of performance, a second ninety (90) day review will be conducted. At the discretion of the Fire Chief, any employee who receives an Unsatisfactory rating on his/her second ninety (90) day re-evaluation may be given an additional ninety (90) day re-evaluation.

This paragraph (Section 12.3(a)) shall apply only to those employees who are eligible to receive a merit pay advancement under the applicable provisions of §6-1-207 of the County Code.

- (b) An employee's Overall Rating shall be based on reasonable and identified critical tasks and on objective indicators of the performance of such tasks.
- (c) An employee may grieve the Overall Rating contained in his/her Performance Planning and Appraisal (PP&A). Any such grievance shall then be processed according to Article 6 (Grievance Procedure).

The following provision shall be included on, or attached to, all PP&A forms: "An employee who disagrees with the Overall Rating contained in this appraisal may file a grievance, provided he/she does so within ten (10) work days after his/her receipt of such Overall Rating."

- (d) Merit pay advancements shall be the exclusive product of performance and shall not be affected by economic considerations. Each employee's annual performance planning and appraisal evaluation shall be the product of his/her evaluating career officer's objective consideration of such employee's performance during the period of time since the preceding appraisal.

In the event an employee has been reassigned during the period of time covered by the annual performance planning and appraisal evaluation, the evaluating career officer shall solicit, and take into consideration, the objective consideration of any other career officer

who supervised the work of the employee being appraised for any period of time in excess of eight (8) weeks.

Section 12.4 – Overtime Pay

- (a) **Normal Overtime.** An employee required to work beyond his normally scheduled work week shall be compensated at one and one-half (1.5) times the employee's regular hourly rate for each hour of overtime worked. Overtime shall be computed by multiplying the employee's base hourly rate times 150 percent (150%) for each hour worked in excess of the employee's regular scheduled work week.
- (b) **Court Appearances.** Employees required to appear before a court on County business during non-duty hours which are not contiguous to the regular work day shall be compensated at one and one-half (1.5) times the employee's appropriate hourly rate as computed in Section 12.4(a) of this Article, for such work. The employee shall receive a minimum of three (3) hours compensation for District Court appearances and a minimum of four (4) hours compensation for Circuit Court appearances for all non-contiguous, non-duty hours covered in this subsection.
- (c) **Overtime Priority.** All overtime work shall first be offered to all full time career employees.
- (d) **Compensatory Leave.** The Fire Chief may allow employees to take equivalent compensatory leave in lieu of overtime, in accordance with applicable law at his sole discretion.

Section 12.5 – Call-In Pay

An employee directed by competent authority to report to work during hours which are not contiguous to his regular work day shall be paid at the rate of one and one-half (1.5) times the employee's appropriate hourly rate, as computed in Section 12.4(a) of this Article for all such hours of Call-In Work, but in no event shall the amount of pay under this Section be less than four (4) hours of pay at this rate.

Section 12.6 – Acting Out of Classification Pay

- (a) An employee temporarily working in a job classification in a higher pay grade for more than six (6) hours during a regularly scheduled shift shall be paid for all hours worked in such higher pay grade at the minimum rate of such higher grade, or if the minimum rate is equal to or lower than the employee's present grade, the employee shall be paid a rate ten percent (10%) above their present rate.
- (b) If an employee who is temporarily working in a job classification in a higher pay grade is entitled to overtime pay in accordance with Section 12.4(a) of this Agreement, overtime shall be calculated using the greater of:
 - (1) the minimum rate of the higher pay grade for all overtime hours worked; or
 - (2) five percent (5%) above the employee's current pay rate for all overtime hours worked.
- (c) If an employee who is temporarily working in a job classification in a higher pay grade is entitled to shift differential pay in accordance with Section 12.7 of this Agreement, the shift differential pay shall be added to the greater of:
 - (1) the minimum rate of the higher pay grade for all hours worked; or

- (2) ten percent (10%) above the employee's current pay rate for all hours worked.
- (d) Employees shall not be entitled to receive both the overtime premium and the night shift differential premium for the same hours worked.
- (e) Members of the bargaining unit shall not act out of class except as follows:
 - (i) When the County intends to assign a member of the bargaining unit to act out of classification outside of the bargaining unit, it shall notify the employee during the shift immediately preceding that assignment. Notwithstanding subparagraph (2) below, the County shall not permit a member of the bargaining unit to act out of classification outside of the bargaining unit if for the same shift the scheduled leave of a represented employee will be denied;
 - (ii) Employees who volunteer to act out of class;
 - (iii) Any member of the bargaining unit who was granted paid leave or overtime in lieu of paid leave to attend classes that result in the ability to act out of class may be required to act out of class, provided, however, that this shall not apply to any class or course which an employee is required to attend, and provided, further that no employee shall be required to act out of class outside of the bargaining unit; and
 - (iv) Any employee who was given preferential hiring placement due to special qualifications possessed at the time of hiring (e.g., ALS certification) may be required to act out of class if the higher position requires that special qualification.

Section 12.7 – Shift Differential Pay

Employees required to work on a shift where the majority of their regularly scheduled hours commence after 7:30 p.m. shall be entitled to shift differential pay of one dollar and twenty cents (\$1.20) per hour for each hour worked between 3:00 p.m. and 7:00 a.m.

Section 12.8 – Pyramiding of Wages

There shall be no pyramiding of wages or other premium pay. Nothing contained in this agreement shall be construed to require the payment of overtime more than once for the same hours worked. If more than one of the provisions of this Article are applicable to time worked by an employee, said employee shall be paid at the highest rate specified in any one such applicable provision. However, said employee shall not be entitled to additional pay under any other such provision(s).

Section 12.9 – On-Call Pay

An employee who is assigned to on-call status by the Fire Chief or his/her designee shall receive forty dollars (\$40.00) for each day that the employee is assigned to on-call status.

On-Call Pay shall be received in addition to other premium pays listed in this Article and shall be excluded from the prohibitions detailed in Section 12.8.

Article 13
Leaves

Section 13.1 – Annual Leave

- (a) **Full Time Employees.** All full time employees shall be entitled to receive paid annual leave accrued in accord with the following schedule, in addition to fifteen (15) days paid annual leave in lieu of holidays:

<u>Years of Continuous Service</u>	<u>Accrual Per Calendar Month</u>
Less than 5 years	0.83 (10 days per year)
5 years, but less than 10	1.25 (15 days per year)
10 years, but less than 20	1.67 (20 days per year)
20 years or more	2.08 (25 days per year)

- (b) Except as otherwise provided herein, procedures governing annual leave shall be in accord with §6-1-302 of the County Code. An employee may not carry over more than thirty-five (35) days of annual leave into a pay period calendar year. For example, in 2007 the pay period calendar year ends on December 26, 2007; in 2008, the pay period calendar year ends on January 7, 2009; in 2009, the pay period calendar year ends on January 6, 2010; and in 2010, the pay period calendar year ends on January 5, 2011.

Annual leave selection procedures shall be conducted in the manner set forth in the Rules and Regulations of the Fire Department as of January 1, 2007, except as modified by the following provisions of this Section and subject to any subsequent modifications agreed to in accordance with Section 10.4(d).

- (c) **Cancellation of Annual Leave:** If an employee's scheduled annual leave as defined in the Fire Department Rules and Regulations is involuntarily canceled and he/she is required to report for duty, he/she shall receive two hundred percent (200%) of his/her regular rate of pay for all hours worked during such canceled annual leave. A properly scheduled period of annual leave as defined in the Fire Department Rules and Regulations which consists of two or more consecutive shifts may not be involuntarily canceled. This provision will not apply during a state of emergency declared by the County Executive or Fire Chief.
- (d) Employees shall accrue annual leave at a rate that is consistent with the average weekly hours worked and the assigned work schedule.
- (e) Annual leave usage for employees shall be charged on an hour for hour basis for all work schedules.

Section 13.2 – Disability Leave

- (a) **Full Time Employees.** Full time employees shall be entitled to receive paid disability leave accrued at the rate of one and one-quarter (1.25) days per calendar month.
- (b) **Procedures Governing Disability Leave.** Procedures governing disability leave shall be as set forth in §6-1-303 of the County Code.
- (i) Employees who use three (3) shifts of disability leave during any consecutive twelve (12) month period or two (2) shifts during any three (3) consecutive months shall not be required or requested to furnish a medical certification of necessity. An employee who uses disability leave shall sign his or her leave slip upon

returning to work. Beginning with the fourth shift in a year or third shift in a quarter as appropriate, or portion thereof, employees must submit satisfactory documentation for the absence (e.g., medical certificate).

- (ii) The twelve (12) month period or the three (3) month period, as the case may be, as stated in paragraph (i) of this sub-section, shall not begin until July 1, 2004.
- (c) **Procedures Governing Employees Injured in the Line of Duty.** An employee shall be entitled to the employee's regular pay during a period of temporary total disability if the employee is absent from duty as provided in §6-1-312 of the County Code. Within thirty (30) days following the filing of a First Report of Injury, any employee who is absent from work as a direct result of an injury which reasonably appears to be compensable under the Worker's Compensation Laws, shall be credited with the employee's regular pay during the period of temporary total disability accruing from the commencement of his/her accident provided, however, that the employee must file an Employee's Claim Form with the Worker's Compensation Commission before he/she shall be entitled to such leave. In the event that the Worker's Compensation Commission rules that the employee's absence is not compensable, the employee's leave records shall be altered accordingly.
- (d) Employees shall accrue disability leave at a rate that is consistent with the average weekly hours worked and the assigned work schedule.
- (e) Disability leave usage for employees shall be charged on an hour for hour basis for all work schedules.

Section 13.3 – Jury Leave

An employee shall receive his/her regular hourly rate for all scheduled work hours lost when he/she is required to serve as a member of a jury. Whenever the employee is temporarily excused from such appearance on a scheduled work day, he/she shall advise his/her supervisor as promptly as possible and stand ready to report for work as requested by County. Failure to return to duty when requested to do so will result in forfeiture of any pay due under this Section for that day.

Section 13.4 – Court Leave

An employee required to appear before a court, public body or commission in connection with County business, shall be entitled to leave with pay for the time necessary to appear during his/her regular work day.

Section 13.5 – Civic Leave

An employee who is required to perform emergency civilian or military duties pursuant to an executive order issued by the President of the United States prior to July 1, 2004, shall be entitled to leave with pay for all regularly scheduled work days that he/she is required to perform emergency civilian or military duties after July 1, 2004.

An employee who is required to perform emergency civilian or military duties pursuant to an executive order issued by the President of the United States on or after July 1, 2004, declaring a national emergency shall be granted civic leave. If the employee's base pay with the County is more than the employee's military pay and allowances, the employee shall be paid the difference between the employee's base pay rate and the employee's military pay and allowances. Notwithstanding the above, such employees shall continue to receive any other County benefits being provided to employees covered by this bargaining agreement. The employee shall furnish to

the Personnel Officer a copy of the military orders calling the employee to active duty and include official verification of the military pay and allowances.

Section 13.6 – Military Leave

An employee who is required to serve in a military training or reserve program of the Armed Forces of the United States shall be compensated by County in an amount not to exceed twenty (20) scheduled regular work days per calendar year, provided he/she is prepared to offer valid proof of such military service. A copy of the employee's military orders must be submitted to the Office of Personnel by the employee requesting such leave.

Section 13.7 – Bereavement Leave

An employee shall be entitled to leave at his or her regular rate for a maximum of three (3) regular scheduled work days (or one [1] 24 hour shift if assigned to the 24/72 platoon work schedule) lost in the event of the death of the following persons: spouse; child; brother; sister; brother-in-law; sister-in-law; parent; parent-in-law; grandparent-in-law, grandchild, and grandparent.

Such leave is only available provided that the employee furnishes valid proof of death and the relationship, upon request, to the Fire Chief.

Section 13.8 – Maternity/Paternity Leave

To the extent not provided in this Section, leave shall be available in a fashion and amount, consistent with that afforded all other classified employees by reason of regulation, policy or contract for maternity or paternity purposes.

Section 13.9 – Leave Sharing Program

County shall continue to provide a leave sharing program whereby employees may donate accrued annual leave to other employees who have exhausted all forms of paid leave to which they are entitled and whose receipt of donated leave has been approved by their Appointing Authority.

Employees in the bargaining unit may donate up to a maximum of two accrued disability leave days per annum to other employees in the bargaining unit who have exhausted the disability leave to which they are entitled. Employees may also donate this leave to employees in the Fire Department. The donee must utilize such donated disability leave days in a manner consistent with existing disability leave policy and Code provisions as if his/her disability leave had not been exhausted.

Section 13.10 – Leave Forms

All leave forms required to be submitted shall be signed by the Fire Chief or the paid fire officer he/she so designates.

Section 13.11 – Family Leave

Employees shall be provided with all applicable benefits of the Family and Medical Leave Act of 1993 commencing on August 5, 1993.

Section 13.12 – Miscellaneous Leave

- (a) When, because of an emergency, the County is closed for the transaction of business, an employee who is (1) already scheduled to work; (2) is designated an emergency employee by the Fire Chief to provide essential services to County citizens; and (3) actually works

his/her regularly scheduled shift for the day(s) that the County is closed, that employee shall be entitled to administrative leave with pay on an alternate work day as follows:

- (i) Twelve (12) or more regularly scheduled hours worked equals twelve (12) hours of paid administrative leave.
 - (ii) Ten (10) or more regularly scheduled hours worked equals ten (10) hours of paid administrative leave.
 - (iii) Eight (8) or more regularly scheduled hours worked equals eight (8) hours of paid administrative leave.
 - (iv) Nine and three quarters (9.75) or more regularly scheduled hours worked equals nine and three quarters (9.75) hours of paid administrative leave.
- (b) This administrative leave with pay is forfeited if not used within twelve (12) months of the said closure.
- (c) This leave shall be credited and used on an hour for hour basis.
- (d) For the purpose of this section, “business day” is as defined in §6-1-103 of the Anne Arundel County Code.

Article 14 **Union Business**

Section 14.1 – Administration of Agreement

The President of Union shall be granted unlimited leave with pay for the purpose of administering this Agreement and union business to be granted by the Fire Chief. Approval of such leave will not be unreasonably denied. Leave for any other purpose connected with his duties as President of Union must be approved in advance by the Fire Chief and Personnel Officer. Such approval shall not be unreasonably withheld by County; but it shall not be granted at times when it interferes with the efficient operation of the Fire Department as determined by the Fire Chief.

Section 14.2 – Negotiations

Up to five (5) employees designated by Union shall be granted leave with pay for meetings at times mutually agreed to by County and Union for the purpose of negotiating a successor Agreement to this Agreement.

Section 14.3 – Union Lapel Insignia

County agrees to allow a reasonably sized insignia of the International Association of Fire Fighters to be worn on uniforms of the Fire Department.

Section 14.4 – Union Office

Leave of absence without pay for the purpose of holding full time office with Union for a period not to exceed one (1) year shall be granted to an employee, provided County is given at least fourteen (14) calendar days advance notice of such request for leave. This leave may be extended for additional one (1) year periods by mutual agreement of the County and Union; however, such leave of absence will not result in a loss of seniority under this Agreement. On expiration of such leave, the employee shall be reinstated to his/her previous position if available or to the first substantially equivalent position which becomes available.

Section 14.5 – Union Business

County shall grant one thousand one hundred (1,100) hours of leave with pay in each year of this Agreement to employees scheduled to attend conferences, seminars, conventions and union meetings dealing with matters affecting Union.

Permission to use leave with pay under this Section shall be considered by the Fire Chief upon receipt of a written request from Union’s President specifying the person(s) requiring leave, the amount of leave required and the purpose of such leave.

Leave with pay under this Section shall not be reduced by County, but it shall be scheduled at times when it would not interfere with the efficient operation of the Fire Department.

Article 15

Union Visitation and Bulletin Boards

Section 15.1 – Union Visitation

With the permission of the Personnel Officer, representatives of the International Union shall have reasonable access to County premises for the purpose of conferring with County or Union Stewards in the administration of this Agreement. Such permission shall not be unreasonably withheld by County, but it shall not be granted at times when it would interfere with the effective operation of County.

Section 15.2 – Bulletin Boards

County agrees to provide bulletin boards for Union at each County owned station for the purpose of allowing Union to inform its membership of Union business; provided that advanced approval of County shall be required for all bulletin board posting. Such approval shall be routinely granted except that it may be withheld if such material violates criteria generally applicable to the posting of notices on County property.

Article 16

Rules and Regulations

Section 16.1 – Discipline

- (a) Any disciplinary action imposed on an employee as the result of the application of Fire Department Rules and Regulations may be made the subject of a grievance under Article 6 of this Agreement on the basis that such discipline was not for just cause. No employee who is charged with an off-duty misdemeanor offense shall be removed from service without pay while awaiting trial.
- (b) No employee, except a probationary employee, shall be discharged for just cause without a pre-discharge hearing conducted by the Fire Chief (or his/her designee). This pre-discharge hearing shall not be considered part of the grievance procedure; shall be conducted in accord with legal requirements; and shall allow for representation for the subject employee.

The results of the pre-discharge hearing shall be mailed by U.S. Certified Mail to the employee’s home address of record and by U.S. First Class Mail to Union’s President.

- (c) A grievance regarding the imposition of discipline under this Section (e.g., warnings, suspensions, discharge or other penalty) may be submitted directly to Step III of the grievance procedure, provided that it is raised within ten (10) work days of receipt of the written notice of disciplinary suspension or discharge. Any such grievance shall then be processed in accord with Article 6 (Grievance Procedure) of this Agreement.
- (d) An employee who is called for an interview in connection with an investigation that could result in discipline of the employee shall be advised about the subject matter or purpose of the investigation when the interview is scheduled and before it is begun.
- (e) If an employee has been identified as the target of an investigation that could result either in discipline or criminal jeopardy, the employee who is the target shall be so advised when an interview is scheduled and before it is begun.
- (f) All employees shall have the right to be accompanied to any interview that could result in discipline either of that employee or in discipline of another member of the Fire Department, or in criminal jeopardy, by a Union representative.

Section 16.2 – Availability of Regulations

County shall provide one (1) paper copy for the Union Office of current Fire Department Rules and Regulations, Personnel Bulletins, Operations Procedure Manual, Policies and Procedures, Employee Relations Manual and Departmental Orders. Employees shall have access to the current Fire Departmental Rules and Regulations, Personnel Bulletins, Operations Procedures Manual, Policies and Procedures, Employee Relations Manual and Departmental Orders at each division office and fire station on the Fire Department Intranet. If these regulations are not available via the Fire Department Intranet, County shall provide one paper copy at each division office and fire station. In case of any contemplated change in the Fire Department Rules and Regulations, Operations Procedures Manual, Policies and Procedures, and the Employee Relations Manual, one (1) paper copy of the proposed change shall be forwarded to Union’s President twenty (20) calendar days prior to its implementation, unless a shorter time period is agreed to by Union’s President or required due to emergency or exigent circumstances. Upon the request of Union’s President, the Fire Chief shall also meet with representatives of Union to receive and consider Union’s comments and suggestions regarding the proposed change.

Personnel Bulletins applicable to Fire Department personnel, Operational Procedures Manual, and changes to the Fire Department’s Policies and Procedures shall be sent to the Union office and Fire Department Headquarters by facsimile forty-eight (48) hours prior to their issuance.

Section 16.3 – Personnel Rules and Regulations

- (a) Proposed changes to the County Personnel Rules and Regulations will be forwarded to the President of the Union twenty (20) calendar days prior to implementation. The Union and the County may discuss the amendments or additions to the County’s Personnel Rules and Regulations which affect employees as defined in Section 2.2 of this Agreement, provided that a grievance challenging such rules and regulations may be filed under Article 6 of this Agreement only if such rule or regulation is in conflict with an express provision of the Agreement. The County shall provide the Union with two (2) unabridged copies of the Personnel Rules and Regulations, Employee Relations Manual and Personnel Policies and Amendments within twenty (20) days of their issuance.
- (b) The County shall notify the Union President at least fifteen (15) days in advance in writing of any election(s) to fill employee member vacancies on the Personnel Board, the Pension

Fund Board of Trustees, and Pension Oversight Commission. Advance notice must also be given by the County to the Union at least twenty (20) days before an employee/participant open enrollment period for any fringe benefit plan or fund.

Section 16.4 – Personnel Files

- (a) Employees covered by this Agreement shall have access to any and all individual personnel files maintained by County by making an appointment with the custodians of any such files.

An employee shall be allowed to review and copy the complete contents of such files, except as prohibited by Title 10, Sub-Title 6 of the State Government Article of the Annotated Code of Maryland.

Such review and copying shall be permitted within three (3) work days after the request is made of the custodian.

Should an employee so authorize in writing, County shall extend to the Exclusive Representative the same right to review and copy the employee's personnel files and records.

- (b) Within three (3) work days after an oral reprimand an employee shall be provided with written documentation of such oral reprimand.

Oral reprimands and documentation of oral reprimands shall only be issued by career fire officers and shall be kept in a separate file maintained by the Fire Department that shall not be considered a personnel file. This separate file shall be kept at the station where the employee's supervisor is permanently assigned. If the employee is re-assigned, the file will be sent to the new supervisor's station.

- (c) Upon written request from an employee, any documentation of an oral reprimand that has been issued and filed in accord with Paragraph (b) of this Section shall be removed, provided that two (2) years have elapsed since such employee has received any oral reprimands or other disciplinary action or been charged and found guilty of any employment infraction.

Section 16.5 – Education Assistance

Education assistance shall be provided in accord with §6-1-307 of the County Code.

Section 16.6 – Committee Representation

If the Fire Department creates a committee or work group to study and/or make recommendations regarding the working conditions, operating procedures, or safety procedures affecting bargaining unit employees, the Department shall notify the Union President and the Union President shall have the option of naming one Union Representative to sit on the committee and participate in all activities of the committee.

Article 17
Safety

Section 17.1 – Safe Working Conditions

County and Union agree to cooperate to the fullest extent in the promotion of safety in the Fire Department.

Section 17.2 – Safety Committee

There shall be established a Joint Safety Committee consisting of six (6) members, three (3) of whom shall be appointed by Union from the bargaining unit and three (3) of whom shall be appointed by County. The committee shall have the following duties:

- (a) Meet at least once every month on established dates;
- (b) Review and make written recommendations on the care and treatment of fire fighters injured in the line of duty so that a standardized medical protocol may be submitted to medical facilities likely to treat such injured fire fighters on an emergency basis. This protocol shall address treatment or injuries commonly sustained by employees, including the following: (1) exposure to contagious diseases; (2) exposure to hazardous materials; and (3) any other environmental hazard encountered by employees, including extreme weather conditions, i.e., frostbite, heat stroke, etc;
- (c) Make written recommendations for hazardous conditions or unsafe work methods which come to its attention;
- (d) Develop recommendations for the establishment of Personal Exposure Recording Program to be located in the Fire Department and administered by the Fire Chief. This program shall be designed to provide a cumulative record of employee's exposure to hazardous materials during the course of fire fighting duties; and
- (e) Keep written minutes of all meetings. As necessary, written reports shall be prepared for review and action at the next meeting.

Section 17.3 – Staffing Information and Notice

No less than fourteen (14) calendar days prior to any proposed moving of companies, creation of new companies, closing of companies, or any other actions that would affect the current budgeted staffing levels of the Fire Department, County shall meet and discuss with Union any such proposed actions.

Section 17.4 – Wellness Committee

A Wellness Committee shall be established consisting of six (6) members (three (3) of whom shall be appointed by Union from the bargaining unit and three (3) of whom shall be appointed by County) to develop and monitor (and participate jointly in the selection of the appropriate professional personnel) the Wellness and Fitness Program awarded by the Department of Homeland Security and begin implementation by July 1, 2007.

Section 17.5 – Smoking Prohibition

Employees hired after July 1, 2000 shall not smoke or use any other tobacco product while on or off duty while employed by the County. Any violation of this provision by an employee may result in termination and shall be just cause for termination.

Article 18
Uniforms and Allowances

Section 18.1 – Uniforms, Protective Clothing and Protective Devices

County shall expend good faith efforts to insure that all uniforms, protective clothing and protective devices required of employees in the performance of their duties shall be issued as soon as possible after appointment to the Fire Department. All protective clothing and protective devices required of present employees shall be issued to them providing no previous issue of such items has been made. Prior to any changes in the quality and type of uniforms, protective clothing and protective devices, County will notify Union, accept and consider any recommendation submitted. All uniform changes required by promotion of the employee shall be issued, providing no previous issue of such item has been made. The uniforms, protective clothing, protective devices required of employees in the performance of their duties are listed in the Fire Department's Rules and Regulations "Uniform Issue."

The County shall issue turnout gear bags to all employees covered by this Agreement.

Section 18.2 – Uniforms and Safety Equipment

County shall issue and reissue if necessary uniforms and safety equipment in accord with the Fire Department's Rules and Regulations "Uniform Issue." Turnout equipment shall be cleaned and maintained as necessary at the expense of the County by means sufficient to comply with the methods described in NFPA consensus standards, but in any event it shall be cleaned at least once each fiscal year. Any Personal Protective Equipment issued by the County and listed as Personal Protective Equipment in the Fire Department's Rules and Regulations that has been determined to be unsafe by the Fire Chief (or his/her designee) shall be replaced at no cost to the employee. All uniforms and safety equipment shall meet applicable standards (OSHA, ANSI, NFPA, etc.) at the time of purchase.

Section 18.3 – Clothing Allowance

Employees assigned to positions which necessitate wearing civilian clothing on a regular basis shall be paid a clothing allowance of five hundred and fifty dollars (\$550) per year to be paid in twenty-six equal installments.

Employees receiving this allotment shall receive only one-half (.5) of the Quartermaster issue normally available to uniformed employees (see the Fire Department's Rules and Regulations "Uniform Issue").

Section 18.4 – Personal Hygiene

All personal hygiene equipment required by an employee during the performance of his duties shall be provided to the employee by County at no cost to the employee. This shall include such articles as bed linen, blankets, soap, washcloths, and bath towels, providing that these items are not funded through the volunteer fire companies' grants and contributions.

Section 18.5 – Service Weapons Allowance

County shall pay a service weapons allowance of five hundred dollars (\$500) per year to be paid in twenty-six equal installments.

The service weapons allowances provided in this Section shall be paid to those employees in the Fire Marshal's Office who are authorized by the Fire Chief to carry service weapons during off-duty hours.

Section 18.6 – Field Training Allowance

An employee who is assigned primary responsibility for the completion of the on-the-job training manual for probationary employees in phase II recruit training or completion of the clinical field preceptor manual for ALS interns shall receive a field training allowance of four hundred dollars (\$400) for each employee for which field training is provided. The recruit training coordinator or ALS coordinator shall promptly forward a FTO pay request form to payroll via the chain of command.

Section 18.7 – Detail Allowance

Whenever an employee is detailed to report to an assignment other than his/her regularly assigned station, he/she shall receive a detail allowance of twenty dollars (\$20) on each such occasion. Mileage reimbursement shall not be paid for details.

Section 18.8 – Physical Fitness Allowance

The Physical Fitness Allowance as described below in this section shall be discontinued as soon as the County begins implementation of the Wellness and Fitness Program as described in Section 17.4 of this Agreement and for as long as the County continues and funds the program.

- (a) Beginning July 1, 2004, in each year of this Agreement, County shall pay to each employee a physical fitness incentive allowance of six hundred dollars (\$600) to be paid in twenty-six (26) equal installments to encourage participation in physical fitness activities such as gym memberships, wellness programs, smoking cessation, purchase of physical fitness equipment, etc.
- (b) Employees hired on or after July 1, 2004, will be required to take the Physical Fitness Test administered by the Fire Department on an annual basis. An employee's rating on the Physical Fitness Test shall not affect the employee's eligibility to receive the Physical Fitness Incentive Allowance. County shall consult with the Union at least sixty (60) days prior to the implementation of any new or revised physical fitness test.

Section 18.9 – Special Training Allowance

Employees shall receive a Special Training Allowance of eight hundred and seventy-five dollars (\$875) per fiscal year to be paid in twenty-six (26) equal installments in recognition of completion of annual training such as the Domestic Preparedness Refresher Program and the Fire Fighter OSHA Compliance Annual Training.

Section 18.10 – Certification Allowance

During the term of this Agreement, a permanent non-probationary employee who is certified by the Maryland Institute for Emergency Medical Service Systems (MIEMSS) to perform Emergency Medical Technician-Paramedic duties will receive a certification allowance as detailed below.

An employee certified to perform the duties of a Fire Fighter/Emergency Medical Technician-Paramedic shall receive an allowance of one thousand seven hundred and fifty dollars (\$1,750) per fiscal year, to be paid in twenty-six (26) equal installments for each pay period that the employee holds such certification.

The certification allowance is not a part of base pay and the employee must maintain his or her certification in order to be eligible for the certification allowance. An employee who possesses the above certification and who receives the certification allowance shall not refuse to act out of class when requested.

Article 19 **Insurance**

Section 19.1 – Operator’s Insurance

County shall continue to provide adequate liability insurance protection for each employee responsible for the operation of Fire Equipment and Fire Vehicles.

Section 19.2 – Health Insurance

- (a) The County shall provide a group health, optical and dental insurance plan. The cost of each employee’s benefits shall be shared by the County, and the employee. The County’s share of the health insurance premium for the non-HMO plan is eight (80) percent of the health insurance premium and the employee’s share for the non-HMO plan is twenty (20) percent. The County’s share of the health insurance premium for the HMO plan(s) is ninety (90) percent and the employee’s share for the HMO plan(s) is ten (10) percent.

Should County plan to modify or change any health insurance plan from what it offered for current Employees and their dependents in Fiscal Year 2007, it shall still offer plans that are comparable to those in effect in Fiscal Year 2007. At least sixty (60) days before any change is to occur, County shall provide to the Union, in writing, a complete description of the new plan(s) and benefits(s), and of any changes or differences that are expected. The word “comparable” when used herein shall mean substantially the same, but not identical, benefits, coverage and services as the current plan, either in or out of State.

- (b) Union recognizes and acknowledges County’s right to consolidate employee groups into a single, unitary health insurance group.

Section 19.3 – Life Insurance

- (a) In the event of death while in the employ of the County, the person designated by the employee prior to death as the beneficiary of an employee shall be paid ten thousand dollars (\$10,000).
- (b) In addition to all other benefits that are available under this Agreement and/or the County Code, should the death of an employee who is covered by this Agreement be caused by a line-of-duty fatality while on duty, then the beneficiary shall be paid a sum equal to the employee’s annual salary.
- (c) The County shall permit each employee to make a designation of beneficiary.
- (d) This benefit shall not be an offset against worker’s compensation benefits within the meaning of the Maryland Annotated Code, Labor and Employment Section 9-610.
- (e) Employees shall have the option of purchasing supplemental life insurance by means of the same enrollment guidelines and premium rates as non-represented County employees, up to a maximum of \$400,000 at no additional cost to the County.

Section 19.4 – Funeral Expenses

In the event a Firefighter is killed in the line of duty, County shall pay the costs of a funeral up to fifteen thousand dollars (\$15,000).

Article 20
Pension Plan

Section 20.1 – Pension Plan

- (a) Except as otherwise provided herein, County shall continue in effect the existing pension plan in accordance with Article 5, Title 4 of the County Code.
- (b) County shall continue a pension “pick-up” program whereby an employee’s contributions to the Fire Service Pension Plan (as described in Article 5, Title 4 of the County Code) will be deducted on a pre-tax basis.
- (c) The County agrees to provide and support legislation for introduction as soon as possible after July 1, 2007, but no later than August 1, 2007, to delete §5-4-206(d)(4) of the Anne Arundel County Code. This deletion will eliminate reduction of a participant’s disability retirement pension due to earnings that may be received from gainful employment.

Section 20.2 – Pension Information

Prior to retirement, an employee may request and shall be furnished with a written copy of pension benefits and options to which he/she is entitled upon retirement.

Section 20.3 – Deferred Retirement Option Program

The County shall continue in effect the existing Deferred Retirement Option Program in accordance with Article 5, Title 1 of the Anne Arundel County Code. The details of this Program are outlined in Appendix IV. An employee who enters the Deferred Retirement Option Program on or after July 1, 2005, should provide at least six (6) months’ advance notification of his/her actual retirement date (the date the DROP participant terminates County service and begins to receive a retirement benefit as of the first day of the month following the expiration of the DROP participation period).

Section 20.4 – Pension Study Committee

A Committee will be created to analyze pension issues raised at negotiations, as well as other issues regarding pension, to include any actuarial costing studies needed to complete a full analysis. The Committee shall be composed of four (4) members: two (2) to be appointed by the Union; and two (2) to be appointed by the County. The Committee shall report its analyses and costs for the various pension issues to the County Executive.

Article 21
Appendices and Amendments

Section 21.1 – Identification of Appendices and Amendments

All appendices and amendments to this Agreement shall be numbered or lettered, dated and signed by the responsible parties and shall be subject to all the provisions of this Agreement.

Section 21.2 – Merger

Any merger of County services with the services of any other political subdivisions, which directly affects the Fire Department, shall be discussed with Union as it affects the terms and conditions of this Agreement.

Article 22
Duration of Agreement

Section 22.1 – Effective Period

This Agreement shall become effective on July 1, 2007, and shall continue in full force and effect through June 30, 2010. Except as otherwise provided, it shall automatically renew itself as of July 1, 2010 for a period of one (1) year and for one-year periods thereafter. However, if either party shall give the other party written notice of desire to terminate, modify or amend this Agreement prior to January 1, 2010 or January 1 of any subsequent year, then, in such event, the parties shall enter into negotiations for the purpose of amending, modifying or terminating this Agreement as provided by Article 6, Title 4 of the County Code. Until such time as this Agreement has been thus terminated, modified or amended, and such termination, modifications or amendments have been fully ratified, approved and effectuated, this Agreement shall remain in full force and effect.

Section 22.2 – Amendments

It is further understood that this Agreement can only be added to, amended or modified by a document in writing, signed on behalf of the parties hereto by their duly authorized officers and representatives, after negotiations mutually agreed to by County and Union.

Section 22.3 – Savings Clause

If any term or provision of this Agreement is at any time during the life of this Agreement in conflict with any law or court decision, County and Union shall meet as soon as possible to negotiate such term or provision. If any term or provision of this Agreement is or becomes invalid or unenforceable, such invalidity or unenforceability shall not affect or impair any other term or provision of this Agreement.

Section 22.4 – Ratification

Upon ratification by the membership of the Bargaining Unit, this Agreement shall be executed by the County Executive and submitted to the County Council for ratification if required by the Annotated Code of Maryland, Labor and Employment Section 4-504. Pending ratification, this Agreement shall be binding upon the parties as provided by Article 6, Title 4, of the Anne Arundel County Code. If this agreement extends beyond a single fiscal year, it shall be re-executed by the County Executive and submitted for re-ratification by the County Council during the period for budget submission in the subsequent fiscal year or years as provided by County Charter, Section 706.

The parties shall act expeditiously and in good faith to implement all terms and conditions of the Memorandum of Agreement. Any action by either party or its agents directly or indirectly that has the effect of hindering the enactment of legislation necessary to effectuate the terms of this Agreement shall be considered a material breach thereof.

Article 23
Entire Agreement

With regard to these subjects expressly addressed herein, this Agreement shall represent the final and entire Agreement between the parties and no other Agreements oral or written, which contradict the express terms of this Agreement shall be binding upon the parties unless such an Agreement is reduced to writing, executed by the parties and appended to this Agreement as an amendment.

In order for any “past practice” to be binding on County, it must be established that the “past practice” was of such a continued, well-known, and mutually concurred-in character that it is logical to assume that the parties in negotiating later collective Agreements, did so in the silent assumption that the “past practice” would continue on, into and through the life of such later Agreement. Furthermore, occasional and sporadic incidents will not constitute a “past practice.” Lastly, it is specifically understood that a “past practice” cannot be used to change clear and unequivocal provisions of the Agreement (i.e., that a “past practice” is to be used only to interpret vague, unclear or ambiguous provisions of the Agreement).

IN WITNESS WHEREOF, the parties hereto have caused their names to be subscribed hereto by their duly authorized officer and representative this ____ day of _____, 2007.

**Local 1563
Anne Arundel County
Professional Fire Fighters
International Association of
Fire Fighters
AFL-CIO-CLC**

Anne Arundel County, Maryland

Robert M. Stevens, Jr.
President

John R. Leopold
County Executive

Joel Smith, Esquire
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Andrea M. Fulton
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