

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**

July 1, 2023 – June 30, 2024

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Memorandum Of Agreement
Between
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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/Emergency Medical Technician-Intermediate; 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.

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 of completion of the entry-level Fire Training program, i.e. from an employee’s Fire Academy graduation date, unless the employee is re-hired in accordance with the provisions of Section B-12 of the Employee Relations Manual. This probationary 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 fifty (50) copies of this Agreement. The County also agrees to provide an electronic copy of the Agreement to the Union and to make the Agreement available to the membership on the County’ Intranet.

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 their exercise of these rights.

Section 3.2 – No Discrimination

The provisions of this Agreement shall be applied to all employees without discrimination because of marital status, political affiliation, race, ethnicity, color, ancestry, national origin, language, religion, sex, sexual orientation, gender, gender identity, age, physical or mental disability, and any other protected lawful classifications, attributes or affiliations covered by the county, state and federal laws and also 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 – Union Membership

- (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, may maintain the employee's membership in the Union; 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.
- (b) **New Employees.** Employees hired on or after July 1, 1987, upon completion of their probationary period, may become a member of Union in good standing in accordance with the Constitution and By-Laws of 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 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) work 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 First Career Chief Officer

The employee, with a Union representative, may discuss the grievance with the first career Chief Officer provided that the employee completes, executes and delivers the Anne Arundel County Office of Personnel Appeal of Personnel Practices Form (attached as Appendix I) to the supervisor. The employee shall affix to the form the employee's signature and deliver it to the Chief Officer before commencing any discussion relating to the grievance. The supervisor shall, thereafter, attempt to adjust the grievance and shall respond by e-mail or in writing to the employee within five (5) work days after the discussion.

When the grievant is the Union, the grievance shall be submitted directly at Step II in accordance with the procedures applicable to Step II grievances, except that the initial grievance at Step II may be filed within fifteen (15) work days following the event giving rise to the grievance or within fifteen (15) work days following the time when the Union reasonably should have gained knowledge of its occurrence.

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 the Department Head's designated representative and the employee with a Union Steward and the Local Union President, or the Local Union President's 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 the Department Head's designated representative shall give a written answer to the employee within ten (10) work days of said meeting.

When the Union is the grievant, a meeting will be held between the Department Head or the Department Head's designated representative and the Union representative(s) within ten (10) work days after receipt of the written grievance. If no settlement is reached in said meeting, the Department Head or the Department Head's designated representative shall give a written answer to the Union 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 grievant 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 the Personnel Officer's designated representative and the employee, with the Local Union President or the Local Union President's designated representative, or in matters involving Union grievances, between the Personnel Officer or the Personnel Officer's designated representative and Union representative(s), within ten (10) work days after receipt of the written grievance appeal. If no settlement is reached in said meeting, the

Personnel Officer or the Personnel Officer's designated representative shall give a written answer to the employee within ten (10) work days of said meeting.

Step IV

Appeal to the Personnel Board or Binding Arbitration

Within ten (10) work days after receipt of County's Step III answer, either the Union or the employee may give notice of an intent to appeal by delivery of the notice, which notice shall satisfy the timeliness obligation. Within ten (10) days after delivery of the notice, the County, Union or the employee shall additionally advise that the appeal is to be submitted to 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. If no election is made, the appeal will proceed to the Personnel Board. In such case, 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.

Notwithstanding any other provision in this Section, it is understood that the County will not select binding arbitration for a Step IV appeal when: (1) the Step IV grievance is being pursued by the employee(s); (2) the Union is not providing representation for the employee(s) at the Step IV level; and (3) the Union is not a grievant to the Step IV appeal.

In cases where the Union is not providing representation at Step IV, it so shall notify the County in writing within five (5) work days after the Step IV appeal notice is initially filed or within five (5) work days upon receiving inquiry from the County.

If at any point prior to or at the time of a Personnel Board hearing, the Union undertakes representation of the employee, the County will have five (5) work days to submit the grievance to binding arbitration pursuant to the applicable procedures 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 the employee’s 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 calendar 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 – Layoffs

- (a) In the event of a layoff, 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.
- (b) Notwithstanding Section 9.4(a), during Fiscal Year 2024, there shall be no layoff of any employee who is covered by this Memorandum of Agreement.

Section 9.5 – Furloughs

- (a) There shall be no unpaid furlough of any employee during the term of this Memorandum of Agreement, July 1, 2023 through June 30, 2024.
- (b) No paid leave approved for any employee can be changed to an unpaid furlough.

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. Promotions to a higher-level classification shall be considered conditional upon successful demonstration of proficiency in that classification only, for a maximum of six (6) months following the date of promotion. An employee who, within six (6) months of promotion, and after notice of deficiencies, fails to successfully demonstrate proficiency shall be returned to the employee's former classification without other penalty or sanction, and the employee shall resume service time in that classification. An employee who is to be returned to the employee's former classification may meet with the Fire Chief or designated representative.

Section 10.2 – Transfers

- (a) Transfer requests will be acted upon as vacancies occur, and/or when in the best interest of the Fire Department. When transfers are considered, the Chief of the Fire Department may request personnel on the transfer list to submit additional information for consideration in filling the position. This information will include the qualifications for the position, reason this position is requested, benefits to the Department and benefits to the employee by honoring the request. The Chief of the Fire Department may also request additional information specific to the position requested.
- (b) Any transfer request shall be on the departmental form and routed via the chain of command. An employee may simultaneously maintain a maximum of two (2) active requests for transfer, provided that the employee prioritizes each request by designating a first choice transfer and a second choice transfer. The transfer request to field operations shall be specific, i.e. "EMS", "Fire", or "Both". A transfer request currently on file may be amended for 60 days following contract implementation. A current transfer request that is amended shall retain the original submission date.
- (c) The Fire Department will post or otherwise make available the current list of employee transfer requests on the County's internal electronic system.
- (d) Prior to the start of the "Annual Leave Selection Process," the Fire Department will provide two weeks (14 calendar days) advance notice of any transfer assignment or position that 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, the employee must withdraw the employee's request on the appropriate form within the 14 day notice period or the employee may be transferred per the transfer request(s). To ensure adequate notice of withdrawal, an employee will communicate a decision to withdraw the employee's 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.

Any subsequent vacancy shall not require a new 14 day notification.

- (e) Upon an employee's promotion, reclassification, proficiency advancement, or demotion, their transfer request date will be changed to the date of such promotion, reclassification, 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 the Fire Chief's designated representative to discuss the reasons for denial.
- (g) The Department shall give an employee 14 calendar days' notice of a voluntary or involuntary transfer, permanent change of shift, and promotion not to include a temporary detail. Upon agreement of the employee and the Department, the notice may be waived.
- (h) The Fire Chief retains authority to make any transfer which may be reasonable to accommodate injury, illness, disability, or to maintain the effective and efficient operation of the Fire Department.
- (i) Transfer requests will not be accepted for new stations until the Chief of the Fire Department publishes written notice of such positions.

Section 10.3 – 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 the employee's EMT-P certification.

- (b) If the employee has ten (10) years in the Anne Arundel County Fire Department and has not been offered ALS training, the employee is exempt from being required to receive ALS training.

(c) 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 the employee's 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 forgo maintenance of certification by the Fire Chief and may be placed in a position that does not require certification.

- (d) County shall continue to accept voluntary selection for eligible employees to attend paramedic school. County may continue to select personnel, if needed, on an involuntary basis, for paramedic school randomly, by lottery. The lottery, if held, shall be conducted, and the resulting list issued, in the October before the paramedic program begins, i.e. with notice sufficient to accommodate leave scheduling and other arrangements needed to accommodate attendance at paramedic school.

(e) Paramedic Rotation and De-certification Committee

The Committee shall meet at least annually to assure compliance with the policies, and to address issues or concerns that may be referred to the committee. The 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. The committee shall issue a written report on their discussions and recommendations to the Fire Chief and Union President within 30 days of each meeting.

(f) Assignment Rotation

An employee who is employed with the County as of July 1, 2007, who is certified by MIEMSS to perform the functions of an ALS Provider and who has served four (4) continuous years at the rank of FFIV or FFV (FF-EMT-I or FF-Paramedic) in the Anne Arundel County Fire Department is eligible for assignment rotation.

1. The Department shall notify personnel annually through the Departmental Orders. This shall coincide as closely as possible with the closing of the departmental transfer book.
2. Personnel electing to participate in the ALS rotation policy shall submit a Special Report to the Deputy Chief of Operations, or the Deputy Chief of Operations' designee. A copy of the MIEMSS ConEd report indicating the date of original ALS certification must be attached to the Special Report to verify the member is eligible to participate.
3. The Rotation Policy shall be based on calendar year with an effective date of January 1st in subsequent years. A rotation list of the personnel participating in that calendar year shall be distributed to the Shift Commander and/or Battalion Chief.
4. The Department will continue the good faith effort to provide eight (8) 24 hour shift assignments per year for each eligible employee who elects to participate. The 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.

5. The Deputy Chief of Operations or the Deputy Chief of Operations' designee shall oversee the assignment rotation policy.

(g) De-Certification

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 5 (five) continuous years as an employee in the Anne Arundel County Fire Department and who has served 10 (ten) continuous years as an EMT-I, EMT-P and/or CRT as an employee of Anne Arundel County Fire Department, may be given permission to forgo maintenance of certification by the Fire Chief and may be placed in a position that does not require certification.

1. Request for de-certification will only be accepted during the same time frame as outlined in the rotation policy for EMT-P.
2. Requests shall be submitted to the Fire Chief via Special Report. Requests will be forwarded to the committee for recommendation prior to the Fire Chief's final decision. The Fire Chief or designee will explore the possibility of reassigning personnel to a non-transport unit rather than foregoing certification.
3. The Fire Chief's de-certification approval will be based upon the current needs and future plans of the Department.
4. If de-certification is allowed and multiple requests for de-certification are received, the request will be acted upon based on seniority in the department first, and length of certification second.

- (h) Those employees who are certified by MIEMSS to perform the functions of an EMT-P, have attained twenty-three (23) years of service in the Fire Department and have fully participated in the medic suppression rotation program for the prior two years, may formally request to no longer be involuntarily assigned to a transport unit. The request shall be made in writing to the Fire Chief. Requests will be honored where the Fire Chief determines operational need permits it. Any denial of a request will be accompanied by an explanation. Where all requests cannot be honored, or approval(s) must be rescinded, seniority shall prevail.

Section 10.4 – 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.

- (a) Fire Recruit School Training: An employee is expected to serve at least five (5) years with the County after the employee's date of hire. An employee who fails to be employed five (5) years will be required to compensate the County for Fire Recruit School training received and paid for by the County during the employee's employment with the County. The amount of reimbursement shall not exceed \$4,000. The rate of reimbursement shall be prorated over a sixty (60) month period beginning on the date of hire.
- (b) EMT-I and/or EMT-P Training: An employee is expected to serve at least five (5) years with the County after the employee's date of hire. An employee who fails to be employed five (5) years will be required to compensate the County for EMT-I and/or EMT-P training received and paid for by the County during the employee's employment with the County. The amount of reimbursement shall not exceed \$3,500. The rate of reimbursement shall be prorated over a sixty (60) month period beginning on the date of certification by the National Registry of Emergency Medical Technician.

- (c) Reimbursement under (a) and (b) above 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 the employee's position for the foreseeable future or (2) failure to successfully complete the Recruit Training Academy.

Section 10.5 – Hiring and Promotional Examinations and Classes

- (1) Classes for non-competitive proficiency advancements, e.g. POCS, will be given at least annually.
- (2) Promotional exams for the rank of Lieutenant will be administered in the fall of odd number calendar years. The established eligibility list shall last two years unless terminated by the Personnel Officer for reasons provided in writing to the Union. The eligibility list may be extended by up to six months at the discretion of the Fire Chief and the Personnel Officer.

Promotional exams for the rank of Captain will be administered in the fall of even number calendar years. The established eligibility list shall last two years unless terminated by the Personnel Officer for reasons provided in writing to the Union. The eligibility list may be extended by up to six months at the discretion of the Fire Chief and the Personnel Officer.

Promotional exams for the rank of Battalion Chief will be administered regularly.

- (3) County and Local agree to continue with the current Promotional Exam Labor/Management Committee to provide recommendations to improve each promotional process for the classification of Fire Lieutenant and Fire Captain. The committee shall review current recruitment efforts and offer suggestions and recommendations for future recruiting efforts.

The Committee shall be comprised of five (5) members: two (2) members to be appointed by the Local; two (2) members to be appointed by the Fire Department; and one (1) member to be appointed by the County's Office of Personnel.

Section 10.6 – Training

To the extent that the Department purchases or finances training courses/programs required for promotion or proficiency advancement, the Department agrees to provide mirrored training options so that the course/program would be available on two different shifts.

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) A work schedule for certain limited assignments involving five 8.4 hour shifts or four 10.5 hour shifts, shall be limited to shifts on Monday through Friday and shall end no later than 2100 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 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 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) Effective July 1, 2018, County may implement a shift assignment schedule of twelve (12) hour shifts, between the hours of 0900 and 2100, in rotations of four (4) days on and four (4) days off, which shall be the “Peak Time” medical transport unit schedule. Employees engaged in Peak Time assignments shall continue to be 42 hour employees.
 - i) Peak time units shall be Basic Life Support Units.
 - ii) Peak Time units shall be created and deployed at the direction of the Fire Chief by either:
 - (1) Adding new additional positions as they are authorized or;
 - (2) By utilizing positions assigned to the day work medical transport units currently deployed as of the date of this agreement.
 - iii) County shall not implement the twelve hour Peak Time schedule by reducing the number of 24 hour field operational positions below that in effect on March 1, 2018.
 - iv) In the event a Peak Time vacancy cannot be filled, County agrees to limit its use of holdover assignments to fill Peak Time vacancies in excess of the vacancy levels specified in the matrix below:
 - 1-5 Peak Time Units – after 2 Vacancies
 - 6-10 Peak Time Units – after 4 Vacancies
 - 11-15 Peak Time Units – after 6 Vacancies
- All additional vacancies may be filled in accordance with Departmental Holdover policy.
- v) Peak Time assignments shall be filled by bid on a seniority basis with preference given to the most senior employees seeking the assignment. Unfilled positions shall be assigned in reverse order of seniority, the most junior assigned first. Peak Time assignments shall not exceed twelve consecutive months, unless the employee voluntarily accepts a continued assignment.
- vi) Members hired prior to January 1, 2017 may not be assigned to a Peak Time schedule but may voluntarily offer to work the schedule. Members hired on and after January 1, 2017 may be assigned to a Peak Time schedule after completing one year of service from date of hire.
- vii) Vacancies caused by leave usage on Peak Time units may be filled by detailed personnel.

- (e) The shift assignment schedule of 24/72 for fire alarm employees in effect on July 1, 2020 for an average work week of 42 hours shall remain in effect for the duration of this Agreement. The terms established and agreed in the side letter dated January 23, 2020 shall be maintained for the duration of this Agreement.
- (f) 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 assignments, provided a request is made and approved, in accordance with the Rules and Regulations by the Fire Chief or the Fire Chief’s 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, 2023, Pay Schedule A represents a five percent (5.0%) increase to each step of the pay scale, increases the differential between Fire Fighter III and Emergency Medical Technician – Paramedic to seven and one half percent (7.5%), and rolls in the certification pay for paramedic trained personnel equal to five percent (5%) of the rate at Step 10 of the EMT-P Base rate.
- (b) Effective the first full pay period on or after July 1, 2023 non-paramedic employees in the classification of Fire Fighter II, Fire Fighter III, Fire Lieutenant (Non-Paramedic), or Fire Captain (Non-Paramedic) will be placed on Pay Schedule A at the same step they were on as of June 30, 2023.

- (c) At any time during the term of this contract any employee on this Pay Schedule that achieves Paramedic certification and has been designated by the Department as eligible to be certified as a Paramedic will be placed on Pay Schedule A (Paramedic) on the appropriate pay schedule at their current step.
- (d) Effective the first full pay period on or after July 1, 2023, employees in the classification of EMT-P, Fire Lieutenant (Paramedic) or Fire Captain (Paramedic) will be placed on Pay Schedule A (Paramedic) at the same step they were on as of June 30, 2023. An employee must maintain the certification in order to be eligible for placement on the paramedic scale. An employee who possesses the above certification and who is placed on the paramedic scale shall continue to function in the role of a paramedic.
- (e) Effective July 1, 2021, the FFIII and EMT-I steps on the scale will reflect the same pay rates. On or before June 30, 2023, employees occupying the classification of EMT-I shall either: 1) obtain and maintain all required certification to progress to the classification of EMT-P; or 2) voluntarily demote to the classification of FFIII.
- (f) Employees who elect to voluntarily demote from EMT-I to the classification of FFIII and choose to forgo maintenance of the EMT-I certification will have the following options to remain on the FFIII pay scale: 1) acquire or maintain the qualifications of Fire Fighter III (Driver/Pump Operator); or 2) acquire or maintain additional credentials necessary to be assigned in a non-operational position.
- (g) Employees who progress on the scale through either proficiency advancement or promotion shall be placed upon advancement/promotion in the grade commensurate with their new classification and in the same step that they occupied immediately prior to the date of their promotion, without loss of pay.
- (h) Section 6-1-202(f) of the County Code shall be amended as of July 1, 2022 to reflect the terms of this Section 12.2 and Section 12.3(a) and the annual pay schedules contained in Appendix II.
- (i) 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.
- (j) The County agrees to continue §6-1-201 (d)(8) of the County Code to permit the County to hire qualified individuals directly into the Fire Fighter/Emergency Medical Technician – Paramedic classification.

Section 12.3 – Merit/STEP Pay Advancements

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

- (a) In Fiscal Year 2024, each employee who receives an overall rating of satisfactory on the employee's Performance Planning and Appraisal evaluation shall receive a merit/step pay advancement on the appropriate pay scale on the pay period on or after the employee's anniversary date, not to exceed the maximum step for the grade.

An employee who receives an Overall Rating of Unsatisfactory shall receive no pay advancement, but will be re-evaluated ninety (90) calendar days after the employee's receipt of an Unsatisfactory rating. This ninety (90) day re-evaluation is meant to encourage the employee to bring the employee's performance up to a level that meets or

exceeds the standards for the employee's position. An employee who then meets or exceeds the standards for the employee's position shall receive a pay advancement determined by the employee's 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 the employee's 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 pay advancement under the applicable provisions of §6-1-207 of the County Code as they have received an overall satisfactory performance annual appraisal rating before advancing as provided in Sections 12.2(c) and 12.2(d) of this Agreement.

An employee who has been injured in the line of duty as determined by the Fire Chief or the employee's designee shall have the eight-month service requirement for a performance review waived for the period of time that the employee was absent from duty because of the line of duty injury. The employee's anniversary date for future pay advancements is not affected and remains the same.

- (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 the employee's 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 the employee does so within ten (10) work days after the employee's 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 the employee's 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.

- (e) The inclusion of subsection (a) above shall not operate to prejudice negotiation of the amount of merit pay advancements in subsequent Memoranda of Agreement between Anne Arundel County and IAFF, Local 1563.

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 four (4) hours compensation for District Court and 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.

(f) Members of the bargaining unit shall not act out of class in the position of Fire Lieutenant.

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 the Fire Chief's designee shall receive thirty dollars (\$30.00) for each eight hour period or portion thereof (in excess of two hours) 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.

Section 12.10 – Bonus Award Program

The County will implement a Bonus Award Program for all employees in the bargaining unit. The Bonus Program will reward employees up to 10% of the actual cost savings, not to exceed \$10,000, for a proposal made by an employee(s) and adopted and implemented by the County. The Budget Officer must approve the proposal, determine the cost savings, and make a recommendation to the County Executive of the amount of the bonus to be paid. The decision of the Budget Officer is final.

Section 12.11 – Holdover Pay

Effective June 30, 2022, an employee, whose name does not appear on the holdover list for the pay-period in question, and based on "position for position", who is held over on the following

actual holidays, shall be compensated at twice the employee's regular hourly rate for each hour worked:

- Mother's Day
- Memorial Day
- Father's Day
- Independence Day
- Christmas

This does not include a holdover for working incidents, any training activities, and/or for a period of 1 hour or less.

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 sixteen (16) 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. Annual leave that exceeds the maximum carry over limit of 35 days per year will be converted to disability leave.

Annual leave selection procedures shall be conducted in the manner set forth in Appendix V. Appendix V supersedes all prior annual leave procedures including without limitation Fire Department Rules and Regulations issued prior to July 1, 2010.

- (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 the employee is required to report for duty, the employee shall receive two hundred percent (200%) of the employee's 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.

- (f) Each employee shall be permitted to utilize accrued leave on a single occasion each year as emergency leave, which shall not be subject to the unscheduled leave provision of Appendix V, Section VI.

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 except as otherwise stated herein.

For the purposes of this subsection “undocumented disability leave” shall mean any use of disability leave for which an employee does not provide a medical certification.

- (i) Except as set forth in §6-1-303(g), (h), and (i) of the County Code, employees will not be required to submit satisfactory documentation for use of disability leave unless the employee uses a total of more than three (3) shifts of undocumented disability leave during a consecutive twelve month period or a total of two (2) shifts of undocumented disability leave during a consecutive three (3) month period. Beginning with the fourth undocumented shift of disability leave use in a consecutive twelve (12) month period or third undocumented shift of disability leave use in a consecutive (3) month period as appropriate, or portion thereof, employees must submit satisfactory documentation for the absence (e.g., medical certificate). Any disability leave use that an employee voluntarily provides medical certification does not count toward the limits set forth herein.
 - (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 the employee’s accident provided, however, that the employee must file an Employee’s Claim Form with the Worker’s Compensation Commission before the employee 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.

Effective July 1, 2016, an employee who is absent from work as a direct result of an injury compensable under the Worker’s Compensation laws is entitled to regular pay during the period of temporary total disability. If an employee is released to work a light duty assignment for at least eight (8) hours per day by either the County physician or by the employee’s own physician, the employee must contact the Department to receive an appropriate assignment. No employee shall be compelled to work light duty for a period of less than eight (8) hours, and, when consistent with doctor’s orders, an employee is assigned to work light duty for a work day for no less than eight (8) hours, the employee shall suffer no reduction in regular pay. If there is no light duty assignment available the employee will continue to be paid their regular pay until able to return to full duty.

- (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.
- (f) Any employee relieved from duty at the direction of the Fire Department or County, as a result of the wellness and fitness physicals, shall be placed on administrative leave for the remainder of the employee's shift and shall be entitled to administrative leave for the employee's regularly scheduled shift, if needed, for the next six calendar days in order to resolve the issue(s) raised during said physical. If the employee has not resolved the issue(s) within the period of administrative leave authorized above, the employee will have the option of using accrued paid leave or being placed in a restricted duty assignment until the employee is able to return to full duty.

Section 13.3 – Jury Leave

An employee shall receive the employee's regular hourly rate for all scheduled work hours lost when the employee is required to serve as a member of a jury. Whenever the employee is temporarily excused from such appearance on a scheduled work day, the employee shall advise the employee's 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 the employee's regular work day.

Section 13.5 – Civic Leave

Consistent with the Uniformed Services Employment and Reemployment Rights Act of 1994, service in the uniformed services means the performance of duty on a voluntary or involuntary basis in a uniformed service. The uniformed services include the Army, Navy, Marine Corps, Air Force and Coast Guard; Army Reserve, Naval Reserve, Marine Corps Reserve, Air Force Reserve and Coast Guard Reserve; Army National Guard and Air National Guard; Commissioned Corps of the Public Health Service; and any other category of persons designated by the President in time of war or emergency. An employee who serves during a declared national emergency or war 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. Civic leave shall not count towards any leave cap.

Section 13.6 – Military Leave

An employee who is required to serve in a training or reserve program of a uniformed service shall be compensated by the County in an amount not to exceed one hundred sixty (160) hours per calendar year, provided the employee is prepared to offer valid proof of such military service. A copy of the employee's service orders must be submitted to the Office of Personnel by the

employee requesting such leave. Military leave shall not count towards any leave cap. Employees assigned to a twenty-four (24) hour shift who exhaust their allotted military leave, may request the Fire Chief approve up to ninety-six (96) additional hours for the employee to fulfill their minimum service requirements. Such requests shall not be unreasonably denied.

Section 13.7 – Bereavement Leave

An employee shall be entitled to leave at the employee's 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; stepchild; son-in-law; daughter-in-law; brother; step-brother, sister; step-sister; brother-in-law; sister-in-law; parent; step-parent; parent-in-law; guardian; grandparent-in-law, grandchild, great-grandparent 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 accrued paid leave 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 forty-eight (48) hours disability leave per annum to other employees in the bargaining unit who have exhausted all forms of accrued paid leave. Unused donated leave shall be returned to the donating employees. 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 the employee's disability leave had not been exhausted.

Section 13.10 – Leave Forms

All leave scheduling and approval shall be through Telestaff. In the event that Telestaff becomes inoperable, the Fire Chief shall identify and implement an appropriate replacement method for managing leave.

Section 13.11 – Family Leave

Employees shall be provided with all applicable benefits of the Family and Medical Leave Act of 1993 as amended.

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 the employee's 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 8:00 a.m. to 4:30 p.m. Monday through Friday.

Article 14
Union Business

Section 14.1 – Administration of Agreement

During this agreement, the President of Union shall be given an assignment that ensures reasonable time to conduct Union business. Ordinarily, this assignment will be on day shift. When the Union President conducts union business outside of the Union President's normal tour of duty, the Union President shall not be compensated by the County, unless directed to carry out such duties by the County or the Fire Department.

The Union President shall be granted unlimited leave for Union business at the discretion of the Fire Chief. Approval of such leave will not be unreasonably denied.

If a change of assignment was effected in order for an individual to serve as Union President, every effort shall be made to return that individual to the individual's previous assignment upon such individual's withdrawal or removal from Union Presidency. Should such a return to a previous assignment not be practicable, the Fire Chief and the former Union President shall mutually agree to the former Union President's assignment.

During the Union President's absence on approved leave of more than three (3) days, a Union board member shall be granted leave as needed for Union business at the discretion of the Fire Chief. Approval of such leave will not be unreasonably denied.

It shall be the responsibility of the Union President to maintain all certifications and to attend mandatory training as directed in departmental orders.

Section 14.2 – Negotiations

Up to six (6) 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 the employee's previous position if available or to the first substantially equivalent position which becomes available.

Section 14.5 – Union Business

County shall grant one thousand six hundred (1,600) hours of leave with pay in each year of this Agreement for administration of the contract.

Employees shall be granted leave for the following union related activities: to attend job steward trainings; State, national and/or local union conferences, seminars and conventions; union-sponsored labor relations training; leadership conferences; special regional, union Council, or union local meetings; and in preparation for negotiations or labor/management meetings.

An official request shall be made and approved in advance, in writing on the County's Union Leave Application Form, signed by the union President (or the Union President's designee in the Union President's absence), and shall state the purpose of the leave, the actual duration of the meeting or event, and the amount of leave time needed to accomplish this purpose. Union leave may not be used for a purpose that is personal in nature, for political purposes or activities, or fundraising events.

Permission to use leave under this Section shall not be unreasonably withheld by the County, but shall not be granted at times when it would 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 postings. 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 – County Communications to Employees

The County shall, to the maximum extent possible, provide covered notices to employees, and to the Local, by email to their official Anne Arundel County account, and the Local president's account, respectively. The County shall provide notice by U.S. mail (registered, certified, or First Class, as the County may elect) when notice by email is not reasonably likely to provide notice or when required by law or policy. Covered notices include all disciplinary correspondence, pension correspondence, and disability related correspondence.

Section 16.2 – 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 the Fire Chief's 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.

(g) An employee shall be notified of an alleged infraction or complaint filed against him/her in writing within seventy-five (75) calendar days after the alleged infraction or complaint or such time as the Department becomes aware of the alleged infraction or complaint. This notification shall be referred to as the "Initial Written Notification."

Within sixty (60) calendar days of the receipt of the Initial Written Notification, the employee shall be notified of the type of Departmental action which will be pursued. This notification shall be referred to as the "Proposed Action." In the case of criminal charges against an employee, this process other than issuance of the Initial Written Notification may be tolled by the Department until completion of the criminal process.

Section 16.3 – Availability of Departmental Regulations

Employees shall have access to the current Fire Departmental Rules and Regulations, Personnel Bulletins, Operations Procedures Manual, Policies and Procedures, and Departmental Orders at each division office and fire station in an electronic format. If these documents are not available in an electronic format, 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, one (1) electronic 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 electronically forty-eight (48) hours prior to their issuance.

Section 16.4 – County Personnel Rules and Regulations

- (a) Proposed changes to the County Employee Relations Manual 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 Employee Relations Manual 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 a copy of the amendments to the Employee Relations Manual 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 16.5 – 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 4, of the General Provisions 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 one (1) year has elapsed since such employee has received any oral reprimands or other disciplinary action or been charged and found guilty of any employment infraction.
- (d) Upon written request from an employee, any documentation of a written reprimand that has been issued and filed shall be removed, provided that three (3) years have elapsed since such employee has received any reprimands or other disciplinary action or been charged and found guilty of any employment infraction.

Section 16.6 – Education Assistance

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

Section 16.7 – 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

- (a) County and Union agree to cooperate to the fullest extent in the promotion of safety in the Fire Department.
- (b) The County will provide well-water quality testing, two (2) times annually using a licensed and certified vendor at all stations with well-water systems to make sure employees are not being exposed to hazardous conditions at stations.
- (c) The County will provide air quality testing, using a licensed and certified vendor, at the request of Local 1563, at stations where employees have serious concerns about being exposed to hazardous conditions. The results of all testing, air and water, will be sent to the office of the Fire Chief, and Local 1563 simultaneously.

- (d) When stations are under renovation and/or construction and found to be unsafe or ineffective for habitation; or found to be unsafe after air and/or water testing, the County will provide employees appropriate safe living conditions.
- (e) When a situation occurs listed in paragraph d), the Fire Chief, President of Local 1563, and the Chief of Health and Safety will inspect the station, evaluate all factors, and will endeavor to reach a consensus on what appropriate safe living conditions will entail.

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 monitor the Wellness and Fitness Program. Any changes proposed to the Wellness and Fitness Program shall first be presented to and discussed by the Committee.

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.

Section 17.6 – Staffing

- (a) The County and the Union agree to work together to meet the following unit staffing levels. The Department shall notify the Union in advance of any ongoing change in unit location.
- (b) No reduction in the current unit staffing may be made to meet the unit staffing goals. Companies, i.e. units, shall not be shut down to meet staffing goals, nor shall the County reduce the number of budgeted positions within the bargaining unit.
- (c) The County and the Union agree that the minimum career unit staffing by the end of FY 24 is:
 - i. EMS Transport Unit 2
 - ii. Engine 3
 - iii. Special Service 3
- (d) The County and the Union agree to work together to reach the minimum recommended career staffing listed below through efforts set out in a side letter which will include a Standards of Coverage process (See Appendix VIII).
 - i. EMS Transport Unit 2
 - ii. Engine 4
 - iii. Special Service 4
- (e) By the end of FY24, subject to funding by the County and County Council, each station with career personnel assigned should be staffed with a career officer 24 hours a day. The parties agree that as of the negotiation of the FY24 contract, three stations lack a career officer. The Department shall resolve the officer staffing of one station by December 31, 2023. The Department shall resolve the officer staffing of another station by June 30, 2024. The choice and order of stations is within the discretion of the Department.
- (f) By the end of FY24, each engine and special service shall be staffed with a career officer 24 hours a day.
- (g) There will continue to be one (1) staffed safety officer per shift.
- (h) There shall continue to be three (3) staffed 24-hour EMS Supervisors.
- (i) Staffing may be reduced for a period not to exceed three (3) hours when an assigned member who has reported to work is unavailable due to an administrative matter.

Article 18

Uniforms and Allowances

Section 18.1 – Uniforms, Protective Clothing and Protective Devices

- (a) 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."

- (b) The County shall issue turnout gear bags to all employees covered by this Agreement.
- (c) Effective July 1, 2020 the County will continue the process of issuing a second set of structural firefighting gear (coat and pant) to career personnel. All career personnel shall be issued two sets of structural firefighting gear (coat and pant) no later than June 30, 2021.

Section 18.2 – Uniforms and Safety Equipment

- (a) 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 the Fire Chief's 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.
- (b) In lieu of one (1) issued uniform work shirt, employees shall be issued two (2) Uniform Polos, at their request. The Polo shall have the Department's approved County logo on the left chest and the employee's name and rank on the right chest.

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 seven hundred and eighty dollars (\$780) 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

- (a) 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 shall receive a field training allowance of five hundred dollars (\$500) 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.
- (b) An employee who is assigned responsibility for the completion of the clinical field preceptor manual for ALS interns shall receive an additional two dollars (\$2.00) per hour for each hour an employee carries out such responsibility.
- (c) An employee who is assigned responsibility of a student ride-along shall receive an additional two dollars (\$2.00) per hour for each hour an employee carries out such responsibility.

Section 18.7 – Detail Allowance

Whenever an employee is detailed to report to an assignment other than the employee's regularly assigned station, the employee shall receive a detail allowance of twenty-five dollars (\$25) on each such occasion. Mileage reimbursement shall not be paid for details. Whenever a "swapped on" employee is detailed to an assignment other than the "swapped off" employee's regular assignment, then the allowance shall be paid to the "swapped on" employee.

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.

Employees hired on or after July 1, 2004, will be required to take the Physical Fitness Assessment administered by the Fire Department on an annual basis. County shall consult with the Union at least sixty (60) days prior to the implementation of any new or revised physical fitness assessment.

Section 18.9 – Special Training Allowance

Effective July 1, 2018, the Special Training Allowance shall be permanently discontinued for all Employees (including all Lieutenants and Captains) except as provided herein. Effective July 1, 2018, Employees below the rank of Lieutenant who have attained the top Step in their Pay Grade on or before June 30, 2018 shall continue to 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

For Fiscal Year 2024 and beyond, this certification allowance has been reallocated to support the funding of the Pay Schedule A (Paramedic) adopted July 1, 2023 and the placement of employees on that schedule.

Section 18.11 – Special Qualifications Pay

Employees that are certified and qualified in Special Operations ("SO"), *i.e.* identified in Telestaff as SO, SOLT, but excluding those in training, shall be compensated an additional one dollar and twenty-five cents (\$1.25) per hour while working in a technical rescue station.

Beginning January 1, 2024, employees certified and qualified in DI (dive), MVO (marine vessel operator), or MA (mate) and any other designation reflecting certification in a Special Operations discipline, as recognized by the Department, but excluding those in training, will be eligible to earn an additional one dollar and twenty-five cents (\$1.25) per hour while working (i) in a technical rescue station, (ii) in a marine/dive operation assignment, or (iii) deploying to utilize their SO discipline.

Article 19
Insurance, Funeral Expenses, Line of Duty Death

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 continue to provide the same group health insurance plans and plan options (i.e. PPO, HMO-EPO), optical and dental insurance plan for this bargaining unit as it shall provide for the other County public safety employee bargaining units pursuant to County Code Section 6-1-308. The cost of each employee’s benefits shall be shared by the County, and the employee. Effective January 1, 2024, the County’s share of the health insurance premium for the non-HMO plan will remain seventy-five (75) percent of the health insurance premium and the employee’s share for the non-HMO plan will remain twenty-five (25) percent. Also effective January 1, 2024, the County’s share of the health insurance premium for the HMO-EPO plan will remain eighty-five (85) percent and the employee’s share for the HMO-EPO plan will remain fifteen (15) percent.
- (b) Union recognizes and acknowledges County’s right to consolidate employee groups into a single, unitary health insurance group under County Code Section 6-1-308.

Section 19.3 – Life Insurance

- (a) Employees have two (2) basic life options available:
 - Plan A: 50,000 - This plan is provided at no cost to the employee; or
 - Plan B: Two times an employee’s annual salary (to a maximum amount of \$100,000) - This plan is also provided at no direct cost to the employee, however, the IRS requires that a minimal amount be added to the taxable income of each employee for the imputed value of coverage in excess of \$50,000.
- (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).

Section 19.5 – Line of Duty Death

Upon request of the Union and approval of the Fire Chief, employees who die in the line of duty shall be promoted to their next officer rank, i.e. Lieutenant, Captain, or Battalion Chief.

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) For Fiscal Year 2024, the employee contribution to the pension fund will be 7.25% of the participants annual basic pay, as defined in §5-1-101(7) of the County Code, effective the first full pay period after July 1, 2010. For years subsequent to Fiscal year 2012, the amount of the employee contribution shall remain a subject of bargaining.

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 the employee 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 with the exception that the interest rate for participants who enter DROP after June 30, 2010 will receive an interest rate of .34745% which provides an effective annual yield of 4.25% for all six (6) years of DROP. The participant may elect to participate for a minimum of three and a maximum of six years.

The details of this Program are outlined in Appendix IV. An employee who enters the Deferred Retirement Option Program should provide at least six (6) months’ advance notification of the employee’s 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).

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, 2023, and shall continue in full force and effect through June 30, 2024. Except as otherwise provided, it shall automatically renew itself as of July 1, 2024 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, 2024 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.

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 duty authorized officer and representative this 12th day of June, 2023.

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


Anne Arundel County, Maryland



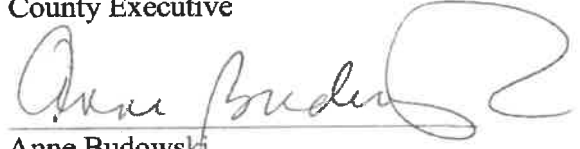
Joseph Addivinola
President




Stuart Pittman
County Executive




Jamie McIntosh
1st Vice President




Anne Budowski
Personnel Officer



Elizabeth Oldershaw
2nd Vice President




Gregory Swain
County Attorney



Adam Palinkas
Secretary/Treasurer

DocuSigned by:

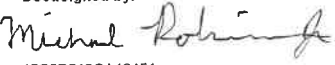

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Genevieve Marshall
Senior Assistant County Attorney

DocuSigned by:


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Keith English

DocuSigned by:


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Gary Weiss

DocuSigned by:


45C8D513CA19451
Michael Robinson



Anne Arundel County, Office of Personnel
Appeal of Personnel Practices

Appellant: _____

Date Filed: _____

Department: _____

Step: _____

Specific Rule Violated: _____

Contract Article Violated: _____
(Union Employees Only)

Section: _____

* Nature of Grievance: _____
(Be Very Specific)

Date of Occurrence: _____

* Relief Requested: _____
(Be Very Specific)

The grievance has been filed at Step(s) _____ Date(s) _____

Name of Supervisor(s) who heard grievance and action taken:

Signed _____
Appellant

Witnesses Appearing for the Appellant

Name Division/Department

Appellant's Address

1. _____
2. _____
3. _____
4. _____

Appendix II

	Pay Schedule A				Pay Schedule A (Paramedic)			
	FFII	FFIII	LT	CAPT	EMT-P Base	EMT-P	LT (EMT-P)	CAPT (EMT-P)
0-11mths	51,783	54,372			58,450	62,572		
1	53,595	56,275			50,496	64,618		
2	55,471	58,245			62,613	66,735		
3	57,413	60,283			64,804	68,927		
4	59,422	62,393			67,073	71,195		
5	61,502	64,577	74,627		69,420	73,543	78,749	
6	63,654	66,837	77,239		71,850	75,972	81,361	
7	65,882	69,176	79,942	85,938	74,365	78,487	84,064	90,060
8	68,188	71,598	82,740	88,945	76,967	81,090	86,862	93,068
9	70,575	74,103	85,636	92,058	79,661	83,784	89,758	96,181
10	73,045	76,697	88,633	95,281	82,449	86,572	92,755	99,403
11	75,601	79,381	91,735	98,615	85,335	89,458	95,858	102,738
12	78,247	82,160	94,946	102,067	88,322	92,444	99,068	106,189
13	80,986	85,035	98,269	105,639	91,413	95,536	102,391	109,762
14	83,821	88,012	101,708	109,337	94,613	98,735	105,831	113,459
15	86,754	91,092	105,268	113,163	97,924	102,046	109,391	117,286
16	89,791	94,280	108,953	117,124	101,351	105,474	113,075	121,247
17	92,933	97,580	112,766	121,223	104,899	109,021	116,888	125,346
18	96,186	100,995	116,713	125,466	108,570	112,692	120,835	129,589
19	99,553	104,530	120,798	129,858	112,370	116,492	124,920	133,980
20			125,026	134,403			129,148	138,525
21			129,402	139,107			133,524	143,229

Pay Schedule A is effective the first full pay period on or after July 1, 2023. EMT-P Base is not a classification and is provided for illustrative purposes only.

2023 Employee Contributions

2023 Anne Arundel County General Employee Rate Schedule - Effective - 1/1/23 to 12/31/23

At Employee Cost Share of 25% for Aetna Open Choice PPO; 15% for Open Access Aetna Select HMO-EPO

Employee Biweekly Pre-tax Deduction (or Taxable additional To Pay) Bi-Weekly Rates

Medical and Dental Options	Individual	Parent and Child	Employee and Spouse	Family
AETNA OPEN CHOICE PPO				
Aetna Open Choice PPO with No Dental Coverage	\$105.24	\$187.31	\$225.02	\$292.77
Aetna Open Choice PPO with CIGNA Dental Care (DHMO)	\$106.09	\$188.16	\$225.87	\$293.62
Aetna Open Choice PPO with CIGNA Dental PPO	\$107.09	\$189.16	\$226.87	\$294.62
Aetna Open Choice PPO with CIGNA Dental PPO Buy-Up	\$115.21	\$203.58	\$245.56	\$315.40
OPEN ACCESS AETNA SELECT HMO-EPO				
Open Access Aetna Select HMO-EPO with No Dental Coverage	\$48.41	\$88.86	\$105.80	\$137.12
Open Access Aetna Select HMO-EPO with CIGNA Dental Care (DHMO)	\$49.26	\$89.71	\$106.65	\$137.97
Open Access Aetna Select HMO-EPO with CIGNA Dental PPO	\$50.26	\$90.71	\$107.65	\$138.97
Open Access Aetna Select HMO-EPO with CIGNA Dental PPO Buy-Up	\$58.38	\$105.13	\$126.34	\$159.75
CIGNA DENTAL				
CIGNA Dental Care DHMO*	\$0.00	\$0.00	\$0.00	\$0.00
CIGNA Dental Care PPO*	\$0.00	\$0.00	\$0.00	\$0.00
CIGNA Dental Care PPO Buy-Up	\$8.12	\$14.42	\$18.69	\$20.78
VISION				
EyeMed Vision	\$0.00	\$0.00	\$0.00	\$0.00
OPT OUT				
CIGNA Dental Care (DHMO) with No Health	(\$20.15)	(\$20.15)	(\$20.15)	(\$20.15)
CIGNA Dental Care (PPO) with No Health	(\$19.15)	(\$19.15)	(\$19.15)	(\$19.15)
CIGNA Dental Care (PPO Buy-Up) with No Health	(\$19.15)	(\$19.15)	(\$19.15)	(\$19.15)
No Coverage (Opt Out)	(\$21.00)	(\$21.00)	(\$21.00)	(\$21.00)
No Coverage (Opt Out) AFSCME Local 2563	(\$28.85)	(\$28.85)	(\$28.85)	(\$28.85)

Notes:

This Schedule is intended to provide a convenient cost comparison of various health plan options.

Bi-weekly means 26 times/year.

Amounts in () indicate an addition to pay.

There is no charge for vision care.

**Cigna DHMO and DPPO 100% are Employer paid.*

Appendix IV

Deferred Retirement Option Program (DROP)

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

Policy Objectives: Retention of experienced public safety employees beyond normal retirement age; provide for the orderly entry into and out of the DROP plan.

Details of the Plan:

- *This appendix summarizes the most important features of the DROP plan. Complete details are contained in the County Code (Article 5, Title 1), which governs the operation of the plan. If there is any conflict between this booklet and the County Code, the County Code will govern. This appendix does not extend any rights to benefits, which are not expressly provided under the terms of the County Code.*
- **Service Requirement:** Twenty (20) years of actual plan service.
- **Plan Participation:** Three (3) years, with three (3) one year renewals - six (6) years total.
- **Entry Requirements:** Entry into the DROP is limited to four (4) new participants each month. If there are more than four employees who wish to join the DROP in any given month, entry will be determined by seniority based on Actual Plan Service.
- **Early Exit Availability:** A DROP participant may withdraw from participation at any time before the end of the initial DROP participation period. A DROP participant who elects to withdraw may remain employed by the County and is prohibited from participation in the DROP during the remainder of the participant's employment with the County. A participant whose participation ends prior to the end of the DROP participation period (first three years) because of a termination of employment, ineligibility to participate in the plan for any reason or an election to withdraw from the plan, forfeits any entitlement to the DROP benefit. A DROP participant who terminates employment with the County after the first three year term of the DROP participation and before the completion of any additional one-year terms, is entitled to a DROP benefit only for each fully completed year of DROP participation. Interest may not accrue on an account balance for any period of DROP participation that is less than a full year.
- **Contributions:** Employee – None; Employer – Valued as active employees for actuarial valuation and employer rate determinations.

- ***Employee Status:*** Full time merit employee; eligible for all pay and benefits; union rules; promotion; pay; discipline, etc. Participation in DROP does not guarantee employment; i.e., termination for disciplinary reasons could affect DROP account status.
- ***Computation of DROP Payment:*** Normal Retirement benefit based on first month following election. COLA is awarded July 1 as if retired. No future service or earnings used at actual retirement. Upon termination, pension payment, adjusted for COLA, will be paid on the first of each month to the retiree. Status then officially changes from employee to retiree.
- ***Earnings on DROP Balance:*** For participants who enter DROP prior to July 1, 2010, an interest rate of 0.6434% which provides an effective annual yield of 8.0%. For participants who enter DROP after June 30, 2010, an interest rate of .34745% which provides an effective annual yield of 4.25%. Credited monthly and paid as of December 31 on the balance; pro-rated in first year and last year after the expiration of a DROP participation period.
- ***Payment Options:*** Unless otherwise elected by a DROP participant, a lump sum payment shall be made in cash. If permitted by federal law at the time of the payment, payment may be made by transfer or direct rollover to an eligible retirement plan as defined in the Internal Revenue Code.
- ***Death Benefits Before Payout:*** Lump sum or rollover of account balance to a qualified plan as defined by the Internal Revenue Code as of the date of death with interest to date of death. No annuity option. Paid in addition to other statutory death benefits as either employee or retiree.
- ***Death Benefits After Payout Begins:*** Lump sum or rollover of remaining account balance to a qualified plan as defined by the Internal Revenue Code as of date of death with interest to date of death; continuation of payout to named beneficiary. Paid in addition to other statutory death benefits as either employee or retiree.
- ***Disability Retirement while in DROP:*** Retired on disability as if the employee never entered DROP. Amount of the benefit is reduced by any missed contributions not made during DROP participation. Full FAE (current earnings) used to compute payment. DROP account balance forfeited.
- ***Statements:*** Annual statements as of the year ending December 31.

APPENDIX V

Annual Leave Procedures

I. Definitions

- a. ANNUAL LEAVE – Paid leave for holiday leave, vacation and other personal uses. For uniformed fire personnel, sixteen (16) County holidays are converted to annual leave and are added to the employee's leave balance in January of each calendar year.
- b. CAP – The maximum number of personnel permitted to be on scheduled annual leave and unscheduled annual leave within a leave rank group.
- c. CARRYOVER LEAVE – The leave an employee earns but does not use in any given calendar year. Carryover leave may not exceed 35 days per employee:
 - i. Field Operations and Communications shift work personnel assigned to a 42-hour work week: 35 days x 8.4 hours = 294 hours maximum Carryover Leave.
 - ii. Administrative personnel assigned to a 40-hour work week: 35 days x 8.0 hours = 280 hours maximum Carryover Leave.
 - iii. There are no provisions in the County Code for represented employees to carry more leave from one year to another other than that to which they are entitled (see totals above). Annual Leave entitled, but not taken, excluding allowable Carryover Leave will be lost.
- d. COMMUNICATIONS – Employees assigned to shift work in Fire Alarm.
- e. FIELD DAY WORK – Employees assigned to day work in Fire Stations.
- f. FIELD SHIFT WORK – Employees assigned to 24-hour shifts in Fire Stations.
- g. HOLIDAYS – An additional sixteen (16) days of annual leave each year in lieu of holidays for uniformed personnel. Employees are not entitled to carry over annual leave days that are in lieu of holidays. As such, every employee must use at least sixteen (16) days of annual leave per year. Personnel assigned to the 24/72 shift must schedule a minimum of five (5) shifts **effective Leave Year 2019**.
- h. LEAVE GROUP – The authorized shift staffing, battalion based, as identified in the Attachment to this Appendix V.
- i. LEAVE YEAR – The leave year is the start and end dates for which an employee's leave must be used. The leave year does not coincide with the calendar year and exact dates for the Leave Year will be announced prior to the start of Leave Scheduling.
- j. RANK GROUP – The authorized 24/72 positions within a given rank or classification, daily.
- k. SCHEDULED EXTENDED LEAVE – Two or more contiguous shifts of scheduled leave.
- l. SCHEDULED LEAVE – Annual leave scheduled during the time defined each year in the Departmental Orders for the leave scheduling process.
- m. SCHEDULED SINGLE DAY – Any annual leave scheduled that is not Scheduled Extended Leave.

- n. SENIORITY – The employee’s length of continuous service with the Anne Arundel County Fire Department (see Section 9.1 of the Memorandum of Agreement).
- o. UNSCHEDULED LEAVE – Annual leave that was not placed in the TeleStaff during the time defined each year in the Departmental Orders for the leave scheduling process (e.g. Educational Leave or leave that may fall under the Guidelines for Flexibility in Annual Leave Scheduling). The granting of Unscheduled Leave is contingent upon the Department’s ability to maintain adequate staffing.

II. Leave Policy

- a. Regulations regarding leave shall be in accordance with the Anne Arundel County Code, the Memorandum of Agreement between Anne Arundel County and the Anne Arundel County Professional Firefighters Local 1563 I.A.F.F. and other such direction as may be set forth by the Chief of the Department.
- b. The granting of leave shall always be contingent upon the staffing needs of the department at the time of the leave, and the ability to staff all required positions with qualified personnel.
 - i. If a leave vacancy results in the payment of overtime and an overtime worker cannot be obtained, leave may be denied in order to maintain required staffing levels. If leave must be denied, it shall be denied in the following order:
 - 1. Special Assignment Leave (at the discretion of the Bureau Deputy Chief), Annual Leave used for Union business, and/or Union Leave;
 - 2. Unscheduled Annual Leave (60C);
 - 3. Scheduled Annual Leave not part of Extended Leave (60S).
 - ii. After unsuccessfully attempting to fill approved Scheduled Extended Leave, employee holdovers shall be initiated consistent with the Departmental Holdover Policy.
 - iii. Should two individuals have the same type of leave (as indicated above) and a sufficient number of overtime workers cannot be found, the relief assignments shall be based upon the following criteria, and in the following order:
 - 1. Scheduled Leave
 - a. Seniority
 - b. Toss of a coin
 - 2. Unscheduled Leave
 - a. Date / time leave submitted as indicated in TeleStaff
 - b. Seniority
 - c. Toss of a coin
 - iv. Any employee who has requested Annual Leave shall be notified no less than seventy two (72) hours prior to the shift requested if the leave has been disapproved.

- c. Although the County Code establishes the number of annual and disability leave days to which an employee is entitled per calendar year, this leave is accrued on a pay period-b-pay period basis. The accrual rate is based on the employee's length of service and/or work week assignment. The accrual period begins on the first day of the first pay period of the new year and ends 52 weeks later. The Department will identify the actual dates of the accrual period in the Departmental Orders each year prior to annual leave scheduling.

Years of Service	Days of Leave	42-hour Schedule Hours per pay period	40-hour Schedule Hours per pay period
Less than 5 years	10 / 26*	8.40*	8.00*
5 years, but less than 10	15 / 31*	10.02*	9.54*
10 years, but less than 20	20 / 36*	11.63*	11.08*
20 or more years	25 / 41*	13.25*	12.62*
* Includes 16 days of A/L granted in lieu of holidays			

d. Leave Groups

- i. Effective July 1, 2018, management shall guarantee a minimum of 19.5% of the authorized shift staffing positions **by rank group** available for annual leave daily. Leave shall be authorized on a seniority basis by Battalion allocated among the following leave groups and as depicted in Attachment #1.
 - 1. All authorized Officer positions
 - 2. All authorized FFV (Firefighter / EMT-Paramedic) positions
 - 3. All authorized FFIII (Firefighter / Pump Operator) positions
 - 4. All authorized FFII (Firefighter / EMT-Basic) positions
- ii. Leave groups may not borrow available leave slots from each other during the leave scheduling process. Overages and vacancies shall not alter the leave available. Authorized staffing levels, leave groups, and determination of an individual's rank for leave selection purposes shall be as of November 1st of the preceding year for the following calendar year.

III. Annual Leave Scheduling

- a. Leave scheduling for each accrual period (26 pay periods) will be conducted during the months of November and December of the preceding year. Personnel on leave during the scheduling process shall be responsible to ensure they schedule leave in a timely manner, so that the scheduling process is not unduly delayed. The leave scheduling process shall not be held more than 48 hours for any individual. Personnel who do not get their leave scheduled before the closing date shall schedule the required number of shifts on dates still available on the first date they return to duty.
- b. Prior to November 1st, the following events will take place:
 - i. The actual dates between which annual leave for the upcoming leave year may be scheduled will be publicized via the Departmental Orders.
 - ii. For the purpose of scheduling and use, leave shall fall into two categories, Scheduled Leave and Unscheduled Leave.

iii. Roving positions shall be assigned by rank and battalion to ensure an equitable balance of leave groups.

- c. Placement and assignment in the Leave Groups in Attachment 1 shall be done by the Fire Chief's Designee and a representative from Local 1563 in the following manner:
- i. All personnel shall be assigned a randomly generated number using a program such as Microsoft Excel or similar. Random number assignments shall be done by representatives of the Administration and Local 1563.
 - ii. Personnel shall be sorted into Rank Groups by Battalion based on their assigned position for the upcoming year.
 - iii. Personnel shall be divided into individual Leave Groups in the following order:
 - 1. Seniority (most senior to least senior)
 - 2. Random number assignment (lowest to highest)

IV. Calculating Annual Leave

- a. Determine the date and amount of leave shown on the most recent ***Use or Lose Report*** as posted on CountyConnect.
 - i. Note the ***Pay Period Ending*** date shown at the top of the report.
- b. Subtract any Leave Hours scheduled in Telestaff between the ***Pay Period Ending*** date and the end of the current Leave Year (last pay period in current leave year). This is the amount of leave to be carried over into the coming year. If the amount exceeds 294 hours for shift work personnel (or 280 hours for day work personnel), enter 294 or 280 as appropriate (this is the maximum allowable amount of carryover leave).
- c. Determine the new annual leave allotment based on the employee's years of service with Anne Arundel County.

Years of Service	42-hour Schedule Hours per year	40-hour Schedule Hours per year
Less than 5 years	218.40*	208*
5 years, but less than 10	260.40*	248*
10 years, but less than 20	302.40*	288*
More than 20 years	344.40*	328*
* Includes 16 days of A/L granted in lieu of holidays		

- d. In the event that an employee reaches their 5-year, 10-year or 20-year anniversary in the middle of the year, utilize the chart below:

Years of Service	42-hour Schedule Hours per month	40-hour Schedule Hours per month
Less than 5 years	18.20*	17.33*
5 years, but less than 10	21.70*	20.67*
10 years, but less than 20	25.20*	24.00*
More than 20 years	28.70*	27.33*
* Includes 16 days of A/L granted in lieu of holidays		

- i. Multiply the number of months between January and their anniversary date in their current leave category by the monthly amount. Then multiply the number of months between their anniversary date and the end of the year by the new monthly amount. Add these two totals together to determine their total leave allotment.

1. EXAMPLE: For an employee with an anniversary date of September 1st;

- a. 8 months (Jan – Aug) x 17.5 hours per month = 140 hours

- b. 4 months (Sep – Dec) x 21.0 hours per month = 84 hours

- c. 140 hours + 84 hours = 224 new annual leave allotment

- e. Add the amount of leave being carried over and the new annual leave allotment. This is the **Total Annual Leave Available**.
- f. Subtract the amount of leave the employee wishes to carry over at the end of the year. This amount **cannot be greater** than 35 days.
 - i. 42-hour per week employees: 294 hours
 - ii. 40-hour per week employees: 280 hours
- g. Divide the remaining balance by 24 to determine the minimum number of shifts to schedule. If this number is less than 5, the employee **must** schedule a minimum of 5 shifts (this is leave allotted in lieu of County holidays).
 - i. Should the number of shifts to be scheduled include a fraction greater than or equal to .5 of a shift, a full shift shall be scheduled.

V. **Scheduling Rules**

- a. All scheduled annual leave dates will be entered into TeleStaff as the Master Calendar.
- b. Personnel will have two (2) opportunities to enter leave in TeleStaff according to their assigned position in the leave group:
 - i. All extended annual leave of two (2) or more shifts will be placed in TeleStaff during the first scheduling opportunity.
 - ii. **At a minimum**, the remainder of the required scheduled days will be placed in TeleStaff during the second scheduling opportunity.
- c. Leave shall only be scheduled during the Leave Scheduling Process. Any leave requests entered after the close of the defined scheduling process shall be treated as unscheduled leave.
- d. Employees shall not schedule annual leave on any days when they have prior knowledge that they will be on another type of leave.
- e. Scheduled annual leave must be taken in 24-hour shifts except where two (2) employees in the same leave group elect to split a 24-hour shift.

VI. **Unscheduled Leave**

- a. Once all Scheduled Annual Leave is entered, TeleStaff will be unlocked for the entry of Unscheduled Leave requests.

- b. Unscheduled Leave shall be approved when staffing is completed for the following shift, based on the availability of cap slots in the rank group. Unscheduled Leave will be approved on a first submitted, first awarded basis as shown in TeleStaff.
 - i. In the event that unscheduled leave cannot be filled, it will be changed back to a request in TeleStaff and the employee will be notified that their leave has been denied in accordance with Section II.b. above.
- c. All unscheduled leave requests shall be submitted no less than 96 hours prior to the start of the beginning of the leave period. Exceptions to leave rules will be allowed only in extreme emergencies and must be approved by the Battalion Chief.

VII. Guidelines for Flexibility in Annual Leave Scheduling

- a. Trading of Scheduled Leave Days
 - i. Any two (2) employees in the same rank group may trade scheduled annual leave days with the permission of the Battalion Chief. Approvals shall be forwarded to the TeleStaff administrator for entry.
- b. Movement of Scheduled Leave
 - i. An employee may move a future scheduled day to an open day with the permission of the Battalion Chief. The moving of the scheduled day may not cause the rank group cap to be exceeded. This will not bump a previously submitted 60C request that fell under the cap. **Scheduled annual leave shall be entered as 60C in TeleStaff and may be cancelled based on order submitted if not enough relief workers are available.**
- c. Conversion of Scheduled Leave to Carry Over Leave
 - i. Scheduled Annual Leave may only be converted to carryover or unscheduled leave by authority of a Battalion Chief and only under one of the following circumstances:
 - 1. An employee requires disability leave on his/her date of scheduled leave.
 - 2. An employee has been granted another type of leave for that date which was unanticipated during the annual leave scheduling sign up.
 - 3. Some extraordinary circumstances as determined by the Battalion Chief.
 - ii. If the leave to be converted is one of the five (5) shifts of required scheduled leave, it may not be converted, but must be moved to a date with open leave slots available.
 - iii. If the leave is converted and results in the employee exceeding the maximum carry over leave amounts, it is the employee's responsibility to enter sufficient request(s) for carry over leave to prevent the loss of annual leave at the end of the year.
- d. Assignment Changes
 - i. Personnel whose assignment changes at their request or are demoted shall be allowed unscheduled leave subject to the availability of slots within their new rank group. This leave will count toward the rank group cap.

- ii. Personnel whose assignment changes at the Department's request or upon promotion/proficiency advancement shall be entitled to that leave previously scheduled, provided that leave is on the day before, the same day, or the day after the originally scheduled day. In the event the employee moves to the opposite shift (A to C / B to D / C to A / D to B), the employee will receive their choice of moving their scheduled leave two days earlier or later in the calendar year. They will have 7 calendar days to make their determination. This will not bump a previously submitted 60C request that fell under the cap.
- e. Use of Partial Shifts
- i. With the exception of the 24/72 schedule, unscheduled annual leave shall be requested in either ½-shift or whole shift increments except for situations approved by the Chief of the Department or his/her designee.
 - ii. Personnel assigned to the 24/72 schedule shall be permitted to request unscheduled annual leave in **four (4) or six (6) hour increments**.
 - 1. **Requests for up to eight (8) hours of leave may be made for any contiguous block of time during the shift. Leave requests of less than 12 hours** do not count towards the **Rank** Group Cap and may be approved above the cap, provided the position can be filled.
 - 2. Requests for **twelve (12) or more hours of leave** shall only be permitted if there are open slots in the **Rank** Group Cap, and they must start at the beginning of the shift or end at the conclusion of the shift.
 - iii. Leave requests of less than four (4) hours shall not be granted, except for situations approved by the Chief of the Department or his/her designee (including approved educational leave and union leave).
- f. Staffing Above Authorized Positions
- i. In the event that a graduating recruit class results in an overage of authorized positions, the recruits must select from among the remaining annual leave, at least the number of hours of annual leave equal to their frontloaded holidays, during the remainder of the leave year.
- g. Employees Attending EMT-Paramedic Programs
- i. Employees attending EMT-Paramedic courses will be required to use annual leave on those dates the college is closed for holidays and may subtract those day(s) from their required five (5) shifts to be scheduled. If the employee does not have enough annual leave to cover the days the college is closed for holidays, then the employee may request to work in other divisions as long as supervision will be available.
- h. Requests for Educational Leave
- i. Personnel who request and are granted permission to subtract educational leave from the required number of shifts to be scheduled shall use this leave under the rules of unscheduled leave. Provided someone can be found to fill the position (if necessary), this leave may be granted in excess of the Leave Cap.
- i. Requests to Use Annual Leave for the Purposes of Conduction Union Business

- i. Personnel using annual leave for the purposes of conducting union business may be permitted to do so in excess of the maximum number of personnel permitted off in a leave group, provided the position can be filled.
- j. Exceptions to Leave Scheduling Rules
 - i. Exceptions to Leave Scheduling Rules may be granted by the Chief of the Department or his/her designee in extraordinary circumstances. Requests for exceptions shall be made on a Special Report to the Fire Chief. Leave used by personnel granted an exception for extraordinary circumstances shall not count against the Leave Group Cap.



M A R Y L A N D

John R. Leopold, County Executive

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Office of Personnel

Andrea M. Fulton, Personnel Officer

APPENDIX VI

December 28, 2011

Craig Oldershaw, President
Anne Arundel County Professional Fire Fighters,
Local 1563 International Association of Fire Fighters
P.O. Box 503
Millersville, Maryland 21108

Re: Side Letter Re: Agreed Interpretation of Existing Section 10.4 of the CBA

Upon full execution, this letter will evidence and memorialize a more complete and detailed understanding of the meaning of Section 10.4(a) of the County and Union and agreed practices that will occur thereunder. This letter represents the parties' agreed current understanding of the provision and is not intended as a substantive modification, but only a statement of the meaning of the current language of the agreement governing the parties' relationship.

The parties agree that, as used in CBA and in particular Section 10.4 of the CBA the term "ALS Certification" means: The full qualification and capacity to provide Paramedic level advanced life support care.

ALS Certification is achieved by successful completion of the following steps:

1. Graduation from a County approved course(s) of instruction;
2. Obtaining certification by the National Registry of Emergency Medical Technicians as an NREMT-Paramedic;
3. Obtaining licensure by the State of Maryland (MIEMSS) as an EMT-Paramedic (as defined in COMAR Title 30);
4. Obtaining approval of the Medical Director of the Operational Program to practice under the Director's license at the level of Paramedic; and
5. Eligibility for classification by Anne Arundel County as a Firefighter V - Paramedic by the unencumbered ability to perform the essential functions of that position, including those identified immediately above.

Each step encompasses certain requirements including time frames when applicable. For the purposes of this document, "successful completion" is defined within each step and requires meeting the relevant criteria to allow the employee to proceed to the next step continuously without an interruption in time. Failure to timely complete any step is considered grounds for dismissal and that dismissal will be for just cause.

Below is a brief description of the basic steps and requirements that is not exhaustive of other detail that is unnecessary to a basic understanding of the requirements and process.

Step 1. Employee is assigned to a training program. Assignment may be the result of a request initiated by the employee or be at the direction by the County. Employee receives formal written notification of the assignment. Approval to participate in any educational program (AACC or alternate program) requires the written authorization of the Fire Chief. Anne Arundel County has a formal relationship with Anne Arundel Community College to provide NREMT-P training. Individuals wishing to attend an alternate training program must obtain permission from the Fire Chief before entering an alternate educational program. Any program submitted for consideration must, at a minimum, be accredited through the National Registry of Emergency Medical Technicians to conduct NREMT-P educational training resulting in the individual's ability to participate in NREMT-P testing, and be of a duration not exceeding that of the Anne Arundel County Community College program. Approval of an alternate educational program is additionally contingent upon the employee signing a release granting unlimited access by the County to all educational records associated with attendance and performance in said program. Employees approved to enter an alternate educational program will receive written notification and a timetable with benchmarks delineating dates for the completion of said benchmarks. If an employee is approved to attend an initial training program other than the program in Anne Arundel County the County will not pay for the program but will provide leave to attend it.

Step 2. For employees entering the AACC program: employee is assessed by Anne Arundel Community College to determine academic eligibility for enrollment in the NREMT-P educational program. If pre-requisite education is required, employee must enroll in and successfully complete all applicable required pre-requisite training within 365 calendar days of being so directed.

Step 3. Upon meeting the requirements of pre-requisite eligibility, employee will immediately enroll in the next available course(s) required by the NREMT-P educational program. Once enrolled, the employee must successfully complete the course(s). Employee will then enroll in the next available course(s) required by the program until all such required courses have been successfully completed. Except as otherwise described herein with regard to employees repeating at most one component course in each of Steps 2 and 3, employees must remain continuously academically eligible to proceed in the educational program without interruption and without repeating a previously attempted component of the program.

Step 4. Upon graduation from a County approved educational program, the employee will have 365 calendar days from the date of graduation in which to obtain certification by the National Registry of EMT's as an NREMT-P.

Step 5. Upon obtaining NREMT-P certification, employee will have 180 calendar days to obtain licensure as a Paramedic in the State of Maryland under COMAR Title 30.

Step 6. Upon obtaining Maryland Paramedic licensure, employee will have 90 calendar days to both receive the approval of the Medical Director to perform services under the Operational Program and obtain eligibility to be classified as a Firefighter V – Paramedic in Anne Arundel County.

If an employee is unsuccessful in completing an educational component in Steps 2 or 3 the employee will be given a one-time second chance to successfully complete only one of the courses in Step 2 and a one-time second chance to successfully complete only one of the courses in Step 3 provided that:

- This is the first failure of a required educational course within that Step.
- The employee otherwise has a favorable performance history and does not have any significant disciplinary history in the fire department and/or educational program.
- The employee agrees to bear the full financial cost of the second attempt and will not receive EMS Training Leave to attend.
- The second attempt must begin at the earliest available date as established with the consultation and agreement of the Fire Chief, which will in no case be longer than 365 days from the date that the first failure occurs.

An employee will be allowed this second chance during the course of satisfying the educational requirements identified in Steps 2 and 3 only. No second chance is available for steps 4, 5 and/or 6. A second chance is distinguished from the concept of deferral that is described immediately below.


Once enrolled in the ALS Training and Certification Program, as long as the employee is otherwise eligible to continue in the Program, the employee may request that the Fire Chief authorize a temporary deferral for good cause as determined in the discretion of the Fire Chief. Written documentation substantiating the need for a deferral must be presented to the Fire Chief for consideration who retains authority to grant or deny the request. In evaluating an application for deferral the Fire Chief will consider the following:

- The application and reasons offered by the employee for seeking the deferral.
- Whether the employee is in good standing with the training or educational facility to continue in the Program and the likelihood of successful completion in the future based upon the track record.
- The performance and disciplinary history of the employee.
- Any other relevant matter.

The Fire Chief will not unreasonably deny a request for deferral.

The County and Local 1563 agree that in the event changes are made in the curriculum or regulatory process by the National Registry of Emergency Medical Technicians or the State of Maryland (MIEMSS), that such changes will need to be implemented in the process and the parties agree they will discuss any implementation issues associated with the required changes.

Sincerely,



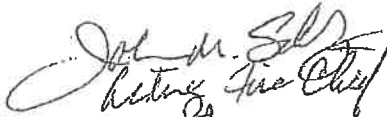
Andrea M. Fulton
Personnel Officer



Craig Oldershaw
President, Local 1563

Date: 12/28/11

Date: 12-23-2011



By authority
John Robert Ray
Fire Chief

Date: 12/23/2011

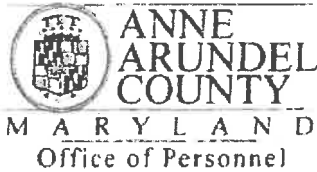
APPROVED FOR FORM AND
LEGAL SUFFICIENCY:



Office of Law

cc: Francis J. Collins, Esquire
William C. Dickerson, Esquire

APPENDIX VII



2660 Riva Road, 1st Floor
Annapolis, MD 21401
Phone (410) 222-7595

Sherri Thompson Dickerson
Personnel Officer

January 23, 2020

Joseph Addivinola, President
International Association of Fire Fighters
Local 1563
P.O. Box 503
Millersville, MD 21108

**Re: 24/72 Shift Assignment for Fire Alarm section of the Fire Department –
Modification and Amendment to the MOA, impacting Sections 11.1**

Dear Mr. Addivinola:

This side letter memorializes an agreement reached mutually by and between Anne Arundel County (the County), and the International Association of Fire Fighters, Local 1563 (the Union), regarding a schedule change for certain classified employees. This agreement will continue for the duration of the current Memorandum of Agreement (MOA) which is effective through June 30, 2020.


On or about January 23, 2020, the Fire Alarm section of the Fire Department will no longer utilize a 10/14 shift assignment for Local 1563 employees assigned to Fire Alarm. All Local 1563 employees assigned to the Fire Alarm section will be assigned to and operate on a 24/72 shift assignment. Beginning on January 1, 2021 the County shall in no event detail, assign, holdover, or otherwise direct IAFF, Local 1563 employees to work in non-bargaining unit classifications in the Fire Alarm section, nor shall the County detail, assign, holdover, or otherwise direct any non-bargaining unit employee in the Fire Alarm section to work in any IAFF Local 1563 bargaining unit classification.

Pay rules, compensation and supplemental pays (if entitled) will mirror those in effect for other Local 1563 employees assigned to a 24/72 hour shift assignment. This shift configuration will continue until such time that the County and the Union agree that the interests of the public are better served by and required utilizing a different work/shift assignment.

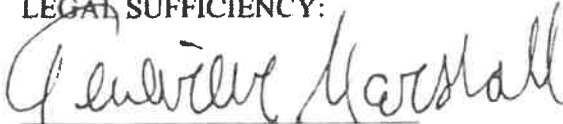
Sincerely,


Sherri Dickerson
Personnel Officer

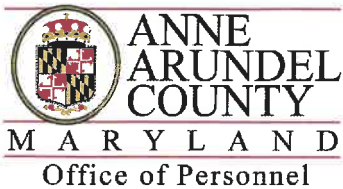
In agreement:


Joseph Addivino
President, IAFF, Local 1563

APPROVED FOR FORM AND
LEGAL SUFFICIENCY:


Genevieve Marshall
Senior Assistant County Attorney

cc: Trisha Wolford, Fire Chief
Ross Dinkel, Deputy Fire Chief
Susan Herrold, Assistant Personnel Officer
Carmella Henley, Payroll Manager



2660 Riva Road, 1st Floor
Annapolis, MD 21401
Phone (410) 222-7595

Appendix VIII

Anne Budowski
Personnel Officer

July 1, 2023

Joseph Addivinola, President
IAFF, Local #1563
P.O. Box 503
Millersville, MD 21108

Dear President Addivinola:

This letter will serve to memorialize our shared effort to improve the staffing of the Fire Department and the provision of services to the public. The parties acknowledge that growth and changes in the County may necessitate personnel additions and that should funding be available those units should be fully staffed to national standards for the safety and effectiveness of personnel and the public. To these ends, the parties agree to (i) coordinate to better facilitate the recruitment, training, and retention of ALS certified personnel; (ii) examine, develop, and work to apply standards of coverage; and (iii) develop a comprehensive staffing plan and a framework to fund and implement such a plan. The parties will work jointly with the overall goal of having all plans and recommendations issued in time for consideration of the FY 2025 budgeting process and to begin efforts to achieve alternative funding mechanisms.

ALS Certified Personnel

As to ALS certified personnel, the parties have prioritized compensation enhancements to ALS certified personnel to attract and reward training and certification. As to training for incumbent personnel, the parties agree that the current process of voluntary and involuntary referral to paramedic training can be improved in identifying personnel for, and advancing personnel through, training. To assemble added data and perspective on this topic, the County has put out an RFP about training options. The parties agree that during the pendency of that work, the parties must continue to discuss the topic. Upon issuance of any work product from a selected third-party consultant, the parties should share, review, and confer about improvements to training. Additionally, the parties will negotiate any changes that impact wages, hours, working conditions and other terms and conditions of employment.

Standards of Coverage

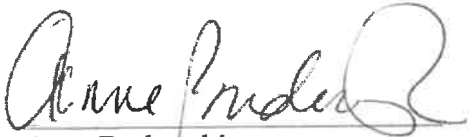
Prior to December 31, 2023, the Department shall announce a process to develop Standards of Coverage (SOC). The SOC shall include written policies and procedures that establish the distribution and concentration of fixed and mobile resources for the Department. The policies shall be relative to risk classification (fire, emergency medical services, technical rescue, hazardous materials) and category (low, moderate, high, maximum). The process to develop Standards shall be based on geographic information system (GIS) data, Census data, historical incident data, and other relevant data. The process shall be led and coordinated by an independent third-party vendor with experience in such matters.

Staffing Plan

Upon completion of the SOC, the parties agree to meet regularly to discuss staffing and funding for the long-term growth of the Department and propose a staffing recommendation plan. The proposed plan shall be issued within six months of completion of the SOC. The proposed plan shall include a framework for full implementation, assessment of personnel deployment, apparatus and facility needs, and short and long term budgeting requirements to achieve the recommended plan. The plan shall identify funding or propose new or alternative revenue structures. The parties agree that proposed funding requirements to implement the determined staffing needs are subject to the approval process of the Administration and County Council.

Sincerely,

In agreement:



Anne Budowski
Personnel Officer



Joseph Addivinola
President, IAFF, Local 1563

**APPROVED FOR FORM AND
LEGAL SUFFICIENCY:**

DocuSigned by:

Genevieve Marshall

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Genevieve Marshall
Senior Assistant County Attorney

cc: Trisha Wolford, Fire Chief
Gregory Swain, County Attorney
Lawrence Schultz, Assistant Fire Chief