

Agreement

Between Local 4658, International Association of Fire
Fighters, AFL-CIO and Charles County, Maryland

July 1, 2018- June 30, 2020



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PREAMBLE

This Collective Bargaining Agreement is entered into by Charles County, Maryland (hereinafter referred to as "Employer"), and Local 4658 of the International Association of Fire Fighters, AFL-CIO (hereinafter referred to as "Union"), and has as its purpose the promotion of harmonious relations between the County and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and includes the agreement of the parties on compensation (excluding those non-retirement benefits determined, offered, administered, controlled or managed by the County Commissioners of Charles County), retirement benefits, leave, holidays, vacations, working conditions and job security for the employees covered hereunder.

ARTICLE 1 – RECOGNITION

The Employer hereby recognizes the Union as the exclusive representative for the purpose of collective bargaining for all full-time merit system employees of the Department of Emergency Services (hereafter DES) in the rank of Lieutenant and below.

In Fiscal Year 2018, the ranks within the bargaining unit are:

Emergency Medical Technician, Grade 9

Emergency Medical Technician, Intermediate, Grade 10

Emergency Medical Technician, Paramedic, Grade 11

Lieutenant, Grade 12

The County and the Union shall not discriminate against any employee regardless of race, color, sex, age, national origin, religious or political affiliation or opinion, disability, marital status, sexual orientation, genetic information, gender identity or expression, or any other status protected by law.

Upon hiring employees, the Union shall be provided a reasonable opportunity to meet with all new employees.

ARTICLE 2 – ORGANIZATIONAL SECURITY

Section 2.1 Union Membership

All employees covered by this Agreement who are members of the Union or who elect to become members of the Union shall, pursuant to Section 2.2, remain members of the Union for the duration of this Agreement, except to the extent this requirement may violate applicable federal, state, or local law. All employees covered by this Agreement who elect not to become members of the Union shall be required, as a condition of continued employment, to pay a monthly service fee in an amount not greater than the monthly dues paid by members of the Union, which fees shall be remitted to the Union, except to the extent this requirement may violate applicable federal, state, or local law. The Employer shall not discriminate in any way against employees as a result of the employee's participation in union related activities.

Section 2.2 Checkoff

- A. Upon presentation by the Union of a list of the individual employees covered by this Agreement for each of whom the Union certifies to have on file a written authorization for dues deduction duly executed by the employee, and upon receipt by the County Division of Payroll of an authorization to make such deduction signed by the employee, the Union shall be entitled to have each such employee's membership dues deducted from their paychecks on a biweekly basis. The amount of the dues or service fees deducted will remain the same until the Union certifies to the County, in writing, over the signature of an authorized officer of the Union, that such fees have been lawfully changed and what the new deduction will be each pay period. The County shall be notified at least one month in advance of the effective date of such a change.
- B. Upon presentation by the Union of a list of the individual employees covered by this Agreement who are not union members and have not given authorization for dues deduction, and upon receipt by the County Division of Payroll of an authorization to make such deduction signed by the employee, the Employer shall deduct a service fee from their paychecks on a biweekly basis to the extent allowed by Federal law.
- C. The amounts to be deducted shall be certified to the County by the Treasurer of the Union, and the aggregate deductions of all employees shall be remitted monthly to the Union along with an itemized statement.
- D. The Union agrees to hold harmless and indemnify the County for any liability arising from the application of this Article.
- E. Except as otherwise expressly provided in this contract, the Employer will not seek to encourage or discourage Union membership.

Section 2.3 Leave for Union Business

The Union and members of the bargaining unit shall be permitted reasonable time during working hours to conduct Union business. However, the County operational needs will take precedent over Union business and the Union and members of the bargaining unit may be precluded from conducting Union business during working hours when necessary. In such case, the Union and members of the bargaining unit may select a designee to conduct Union business. DES reserves the right to preclude any and all Union business during working hours when there is an emergency and at other times when it shall negatively impact agency operations. The Union members and members of the bargaining unit shall not be penalized in performance evaluation or in eligibility for promotion for conducting Union business during working hours consistent with this provision. However, the members of the bargaining unit are expected to complete their assigned duties in a satisfactory manner.

Section 2.4 Communication Distribution

Provided always that the distribution needs of the Department be paramount, the Union will be permitted to use the County's electronic mail and inter-office mail for distribution of official Union communications, all of which will be subject to the County's IT Policies and Procedures.

Section 2.5 Uniforms and Union Insignia

The Employer shall provide all uniforms required to be worn and equipment to be used by employees. Employees shall be allowed to wear a pin, a patch/embroidery, and/or a t-shirt showing their affiliation

with the Union and/or International Association of Fire Fighters on official Department uniforms, subject to the Department of Emergency Services approval.

Section 2.6 Non-participation in Volunteer Activities

- A. Employees will be prohibited from performing firefighting or rescue, and/or emergency medical services within Charles County at a rank or in a position above that which they hold with the Employer.
- B. No career employee shall be required to participate in fund raising activities of a volunteer fire department, EMS Station, or corporation.

Section 2.7 Roster

A roster of all members of the units represented by the Union shall be compiled by the County showing each member's name, rank, rate of pay, and his/her length of service with the Department. The Department will provide this roster to the Union upon request.

Section 2.8 Labor-Management Committee

There shall be a labor-management committee consisting of three (3) Union representatives and three (3) Employer representatives. The Committee shall meet at request of either party, and at least once a quarter to discuss all matters of mutual concern. The Committee shall have the authority to make recommendations to the Union and the Employer.

Section 2.9 Board of Fire and Rescue

On or before December 1, 2018, the Employer will take necessary steps to introduce legislation to amend County Code Section 54-7 to permit one of the two members of the Board of Fire and Rescue who are appointed by the Commissioners of Charles County to be a member of the Union. The legislation shall propose that this member will be mutually selected by the President of the Union and the Department.

Section 2.10 Publication of Agreement

The County agrees to provide an electronic copy of the contract to the Union and to make the contract available on the County's Intranet, or other system used by DES. The County shall also make all personnel rules, regulations and policies available on the County's Intranet and assure that employees are made aware of changes in a timely manner.

ARTICLE 3 – POLITICAL ACTION COMMITTEE (P.A.C.)

The County agrees to deduct on a biweekly basis from the payroll checks of employees covered by this Agreement, who so request in writing, voluntary contributions to the Professional Paramedics and EMTs of Charles County Political Action Committee (P.A.C.) fund. The Union agrees to indemnify and hold harmless the County from any loss or damages arising from the operation of this Article.

ARTICLE 4 – MANAGEMENT RIGHTS

Except as specifically modified or restricted in this Agreement, the County's right to manage DES services shall be consistent with Charles County Code § 197-28, and the County shall retain all rights reserved to it under Charles County Code § 197-28.

ARTICLE 5 – RULES AND REGULATIONS

The Union agrees that its members shall comply with all County DES rules and regulations, including those relating to conduct and work performance, unless specifically modified in this Agreement.

ARTICLE 6 – WAGES

Section 6.1 Wages

A. Cost of Living

Employees covered by this Agreement shall receive a one percent cost of living adjustment effective January 1, 2019.

B. Merit Increases

Merit increases shall be 3% of the midpoint of the grade. Employees covered by this Agreement who are otherwise eligible to receive a merit increase during Fiscal Year 2019 (July 1, 2018 through June 30, 2019) shall receive their merit increase effective on each employee's anniversary date during FY 2019.

C. Wage Scale for Bargaining Unit Members

Wages shall be paid in accordance with the pay scales attached as Exhibits A & B. Employees shall receive their pay on a biweekly basis but overtime shall be calculated on a weekly basis. The beginning of the Fair Labor Standards Acts seven-day pay period shall be 1900 hours on Saturday evening.

Employees covered by this Agreement who are assigned to a shift schedule shall work twenty-four (24) consecutive hours on duty, followed by seventy-two (72) consecutive hours off duty. The shift schedule shall commence at 0700 hours.

Section 6.2 Acting Pay

Acting pay shall be handled in accordance with the Charles County Government Personnel Policy and Procedures Manual, Chapter 5, as amended.

Section 6.3 Call Back Pay

An employee who is called back to work from off-duty by career officers authorized by the Chief and who does in fact perform duties on behalf of the Department during his/her normal off-duty hours, shall be paid for a minimum of two (2) hours. This shall follow the Charles County Government Personnel Policy and Procedures Manual, Chapter 14-2, "Emergency Hours," as amended.

Section 6.4 Holiday Pay

- A. An employee covered by this agreement shall be given Holiday Pay for the actual date of the Holiday, not on the date observed by the County if the holiday falls on a weekend.
- B. If an employee works on a designated holiday, he/she shall be paid at the rate of two (2) times his/her regular rate of pay for all hours worked on the holiday.
- C. If an employee works on a designated holiday and works in excess of his/her regular hours, he/she shall be paid at the rate of two and one-half (2.5) times his/her regular rate of pay for all hours worked on the holiday.

Section 6.5 Overtime Pay

A. An employee covered by this Agreement who is authorized to and who works in excess of his/her regular scheduled hours shall, at the employee's option, have the option of receiving pay at the rate of one and one-half (1.5) hours for each overtime hour worked or receive compensatory time at the rate of one and one-half (1.5) hours for each overtime hour worked.

B. Calculation of Overtime

Overtime shall be compensated as follows:

- 0-7 minutes -No compensation
- 8-22 minutes -One-quarter hour wages at 1.5 times
- 23-37 minutes -One-half hour wages at 1.5 times
- 38-52 minutes -Three-quarter hour wages at 1.5 times
- 53-67 minutes -One (1) hour of wages at 1.5 times

Section 6.6 Night Differential Pay

An employee covered by this Agreement shall be paid One (\$1) dollar per hour between 1500 to 0700.

ARTICLE 7 – PENSION BENEFITS

The County agrees to maintain the Charles County Pension Plan. Employees shall be one-hundred (100%) vested in the Pension Plan after five (5) years of actual service.

ARTICLE 8 – LEAVE PROVISIONS

Section 8.1 Leave

Annual, Sick, Compensatory, Bereavement, Jury, Military and Leave without pay shall be handled in accordance with the Charles County Government Personnel Policy and Procedures Manual, Chapter 17, as amended.

Section 8.2 Substitution of Shifts

The substitution of shifts will follow the Department of Emergency Services SOP 101.12, Shift Trades, as amended.

Section 8.3 Rehire Rights

An employee whose employment terminates as a result of a medical leave of absence shall be granted preferential hiring rights. This means that such employee shall be placed at the top of the Eligibility List, and hired first, provided that they are able to perform the essential functions of their job, with or without reasonable accommodation.

ARTICLE 9 – TRAINING

Employees are required to successfully complete and maintain various training re-certifications pursuant to the required regulation, law and/or standards. Employees shall be paid at rate of one and one-half (1.5) times his/her regular rate of pay for approved training in excess of 40 hours actually worked. Leave cannot be used in the calculation of overtime.

ARTICLE 10 – GRIEVANCE PROCEDURE

The Union or any member of the collective bargaining unit may grieve violations of this Agreement. The County has the exclusive right to discipline and discharge an employee under Code §197-28A.7. However, disciplinary matters may be grieved in accordance with the Charles County Grievance and Appeal Procedure, Chapter 11 of the Charles County Personnel Policy and Procedures Manual, which is set forth, as modified herein, in Sections 10.1 through 10.6 below for ease of reference.

Section 10.1 Grievance Coverage

The Union or member of the bargaining unit filing the grievance shall be designated the "Grievant" herein. Except as provided in Section 10.2 below under "Exclusions," this procedure covers any matter of concern or dissatisfaction of the Grievant relating to employment if the matter is subject to the control of the County Administrator.

Section 10.2 Exclusions

There are certain instances when an employee cannot file a grievance. The following situations identify those instances that would not be considered as justifiable reasons for a grievance action:

1. Part-time, probationary, and appointed employees are not eligible to file a grievance.
2. Actions taken by the County Commissioners are not subject to grievance.
3. Non-disciplinary terminations are not subject to grievance.
4. Non-selection for promotion is not subject to grievance.
5. Oral counselings are not subject to grievance.
6. Performance appraisals which meet the minimum score for a merit increase.
7. Position classifications are not subject to grievance.

8. Actions resulting from a reorganization, administrative transfer, or administrative demotion are not subject to grievance.

Section 10.3 Informal Grievance Procedure

In the event a complaint or disagreement affecting a Grievant, the matter will first be submitted by the Grievant to the immediate supervisor or next level supervisor if appropriate, and to the Department Head. An informal grievance must be presented in writing within ten (10) working days after the occurrence which leads to the grievance. The time limit may be extended by mutual agreement in writing between the supervisor and the Grievant to provide for unusual cases. If the grievance is not timely, or consists of a matter not covered under the grievance system, the Grievant will be so advised.

The Department Head or supervisor will make whatever investigation is necessary and will give an answer in writing to the Grievant within ten (10) working days after receipt of informal grievance.

This written notice will include a summary of the facts presented and considered and the action proposed by the Department Head. It will further advise the Grievant of the right to pursue the matter under the formal grievance procedure. A copy of this notification will be forwarded to the Director of Human Resources who will establish a separate file for use in a possible formal grievance.

Section 10.4 Formal Grievance Procedure

Time Limit: If a Grievant has completed action under the informal grievance procedure and has informed the Department Head or supervisor that the Grievant is not satisfied with the proposed action, the Grievant may request a hearing under the formal procedure within ten (10) working days of receipt of the findings of the informal procedures. Time limits may be extended in writing to allow for unusual cases.

Format: The grievance must be presented in writing to the Director of Human Resources. It must set forth the basis for the grievance, names of witnesses, and the corrective action desired. Matters not related to the grievance as originally presented may not be raised at a later date by either party.

Rejection: The Director of Human Resources will determine whether to accept, remand or reject, in whole or in part, any grievance presented. A grievance may be rejected if the Grievant has not completed action under the informal grievance procedure, if the grievance is not presented within the ten (10) day time limit, or if the Grievant does not provide a clear statement of the issue and does not indicate the specific corrective action desired. The Director of Human Resources may remand the grievance for clarification or additional information.

Grievance Review Board: The Grievance Review Board will meet within ten (10) working days after acceptance of the formal grievance by the Director of Human Resources, who will convene the Board. The Board will consist of the following:

1. The Chair (senior member) as designated by the County Administrator.
2. A Department or Division Head from other than the DES.
3. A non-management employee from other than the DES.
4. The County Attorney's Office may provide legal advice to the Board at the Board's request.

Section 10.5 Formal Grievance Hearing Procedure

The Director of Human Resources will provide a copy of the grievance case file to each member of the Grievance Board, the Department Head and the Grievant. The Grievance Board will make a tape recording of the grievance proceedings. When the Director of Human Resources has determined that the matter may be grieved, the Grievance Review Board will proceed as follows:

1. The Board will request the Grievant to restate the grievance, to present additional information relevant to the grievance and to call any witness who can be expected to contribute materially to the issue. The Grievant may be represented by a person of the Grievant's choice (if that Grievant agrees, and at the Grievant's expense if other than an employee in County service) except members of the Board, the County Administrator, Department Heads, employees of the County Attorney's Office, and employees of the Department of Human Resources.
2. The Board will request the Department Head of DES, with such assistance as may be appropriate, to represent management in these proceedings and present all facts and evidence available to the County which bear on the grievance.
3. The Board, the DES, the Grievant and the Union will have the opportunity to ask questions and clarify information throughout the hearing. The Department Head of DES, the Director of Human Resources, or the County Attorney's Office, may ask questions of the Grievant and any witnesses who provide evidence.
4. At the conclusion of the hearing, the Grievant or the Grievant's representative will have the opportunity to present closing remarks and the Department Head will have the opportunity to present closing remarks. The Board will then adjourn to consider the case.
5. At the conclusion of the Board's deliberations, and within ten (10) working days of the hearing, the Board will inform the Director of Human Resources in writing of its findings and any action to be taken by the County. The Board may uphold or reject the disciplinary action, as well as determine other disciplinary actions. The Department of Human Resources will advise the Grievant of the Board's findings and the right to appeal the decision of the Board to the County Administrator if they so desire.

The Director of Human Resources will maintain a record of the proceedings and the findings of the Board. This record, with all attendant documents, will be preserved for not less than three (3) years in the Department of Human Resources records.

Section 10.6 Appeal

The Grievant or the County may, within ten (10) working days, appeal the decision of the Grievance Review Board to the County Administrator. Such appeal will be made in writing to the County Administrator who will review the record of the case and, at the County Administrator's discretion, meet with the employee and hear any further evidence. The County Administrator will notify the Grievant in writing of his/her findings, which will be final and binding.

ARTICLE 11 – SAFETY AND HEALTH

Section 11.1 Cooperation

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

Section 11.2 Annual Physical

The Department's current practice is to provide for an appropriately tailored annual physical for personnel 40 years or older, at no cost to the employee. An appropriately tailored bi-annual physical shall be provided to employees 39 years or younger, at no cost to the employee. The results of the physical shall be maintained in a confidential file, separate from the employee's personnel file. A copy of any report shall be provided to the employee.

Section 11.3 Personal Protective Equipment

The Employer will meet with the Union with regard to personal protective equipment utilized by the employees. The Employer agrees that it will solicit input from the Union with regard to the introduction of new equipment, or the evaluation, replacement or elimination of existing equipment, and that in its selection of equipment, the Employer will place primary emphasis on the health and safety of its employees.

ARTICLE 12 – PERSONNEL FILES

An employee's official file is maintained by the Department of Human Resources. An employee, upon presenting his/her identification, shall be permitted by appointment to examine his/her personnel file.

ARTICLE 13 – NO STRIKE/NO LOCKOUT

The County and the Union subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of work. During the term of this Agreement, neither the Union nor its agents or any employee, for any reason will authorize, institute, aid, condone or engage in a slowdown, work stoppage, strike, or any other interference with the work and statutory functions or obligations of the employer. During the term of this Agreement, neither the employer nor its agents for any reason shall authorize, institute, aid or promote any lockout of employees covered by this Agreement.

ARTICLE 14 – SAVINGS CLAUSE

If any provision of this Agreement, or the application of such provision, should be rendered or declared invalid by any court action or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect; and upon issuance of such a decision, the County and the Union agree to immediately negotiate a substitute for the invalidated Article, Section or portion thereof.

ARTICLE 15 – DURATION

This Agreement shall become effective on July 1, 2018, unless otherwise stated in specific sections, and shall remain in full force and effect until June 30, 2020. This Agreement shall automatically reopen on July 1, 2019 for the sole purpose of negotiating a cost of living adjustment and/or merit increase for Fiscal Year 2020. The Parties may commence such reopener negotiations on or after January 1, 2019.

This Agreement shall be automatically renewed from year to year after June 30, 2020, unless either party shall notify the other in writing no later than October 1, 2019, (or October 1st of any subsequent year thereafter in the case of an automatic renewal) that it desires to terminate, modify or amend this Agreement.

The County and the Union agree that the parties may enter into mutually acceptable side letter agreements to clarify provisions of this Agreement during its term.


This Agreement, consisting of 12 pages is signed on this 5 day of May, 2018, in Charles County, Maryland.

The County Commissioners of Charles County

By: 
Peter F. Murphy, Commissioner President


Ryan DeGruy, President IAFF 4658


Aaron Kidder, V.P. IAFF 4658


Josh Lombard


Andrew Pantelis, IAFF, District V.P.



Francis J. Collins, Esq., Counsel to Local 4658

EXHIBIT A

COUNTY COMMISSIONERS OF CHARLES COUNTY
EMT/PARAMEDIC
FULL TIME SALARY SCALE FISCAL YEAR 2019

Effective: July 1, 2018

Grade	Minimum	Midpoint	3% Midpoint	Maximum
9	41,230	53,815	1,614	66,399
10	44,538	58,114	1,743	71,689
11	48,116	62,766	1,883	77,415
12	51,989	67,800	2,034	83,611

EXHIBIT B

COUNTY COMMISSIONERS OF CHARLES COUNTY
EMT/PARAMEDIC
FULL TIME SALARY SCALE FISCAL YEAR 2019

Effective: January 1, 2019

Grade	Minimum	Midpoint	3% Midpoint	Maximum
9	41,642	54,352	1,630	67,063
10	44,983	58,694	1,760	72,406
11	48,597	63,393	1,902	78,189
12	52,509	68,478	2,054	84,447