

# Agreement

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

July 1, 2020- June 30, 2021



6.4.2020

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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 2021, 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. 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

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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 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. 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.
- C. The Union agrees to hold harmless and indemnify the County for any liability arising from the application of this Article.
- D. 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. Any leave taken for Union business while on a scheduled shift will be treated as hours worked for purposes of determining overtime eligibility. Union business conducted outside of a scheduled shift will not be treated as hours worked. 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.

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- 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 Committee Membership**

The Union shall have the option to have one employee representative on all EMS Departmental employee/employer committees to represent the interests of the Union. This representative shall be selected by a vote of the Union membership.

#### **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 not receive a cost of living adjustment in FY2021 unless other County employees (exclusive of Charles County Sheriffs' Office employees) receive a cost of living adjustment. If the County provides a bonus to other County employees (exclusive of Charles County Sheriffs' Office employees), employees covered by the Agreement shall receive the same bonus.

#### B. Merit Increases

Employees covered by this will not receive a merit increase during FY 2021 unless other County employees (exclusive of Charles County Sheriffs' Office employees) receive a merit increase.

#### C. Wage Scale for Bargaining Unit Members

Wages shall be paid in accordance with the pay scales attached as Exhibits A, B, C & D. 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 for employees assigned to a shift schedule, and 0700 hours on Saturday morning for employees assigned to day work.

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. Employees assigned to a shift schedule shall be assigned to work 2,184 hours annually. These hours shall constitute the employee's base hours for the purposes of calculating earnings under the Charles County Pension Plan. The shift schedule shall commence at 0700 hours.

Employees covered by this Agreement who are assigned to day work shall work shifts at the discretion of the EMS Chief. Employees assigned to day work shall be assigned to work 2,080 hours annually.

These hours shall constitute the employee's base hours for the purposes of calculating earnings under the Charles County Pension Plan.

### 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

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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

- A. 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.
- B. In any fiscal year where the County authorizes a leave sellback program for other County employees, such program shall be offered to employees covered by this Agreement. If a leave sell back program is implemented, bargaining unit employees can sell up to forty (40) hours of annual or comp leave.

### 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

### Section 10.1 Grievance Coverage

- A. A "grievance" is defined as an alleged violation of this Agreement or the County rules and regulations affecting terms and conditions of employment for employees covered by this Agreement.
- B. Any employee or group of employees covered by this Agreement may present grievances to IAFF Local 4658 to have those grievances resolved. However, only IAFF Local 4658 may file a grievance pursuant to this grievance procedure.
- C. 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 provisions of this Article 10.



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- D. The procedures set forth in this Section 10 shall be the exclusive remedy for the resolution of grievances filed by the Union. The Union may not file a grievance pursuant to Code § 197, Article III.

#### **Section 10.2 Exclusions**

There are certain instances when a grievance cannot be filed. 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. - Procedure.**

All grievances shall be in writing on an approved grievance form. The writing shall state specifically the substance of the grievance and identify the aggrieved Employee and the specific provisions of this Agreement alleged to have been violated. All grievances shall be processed in the following manner:

##### **Step 1:**

The Union will submit the grievance in writing within fourteen (14) calendar days of the occurrence of the actions being grieved or within fourteen (14) calendar days of the Union having reasonable knowledge of the actions, to the Director of the Department of Emergency Services. The Director of EMS or his/her designee shall meet with the Union and the aggrieved Employee to discuss the grievance within fourteen (14) calendar days of receipt of the grievance form and shall reply to the Union, in writing, within fourteen (14) calendar days after the meeting.

##### **Step 2:**

If not resolved at Step 1, the Union may appeal the grievance on the approved form to the Director of Human Resources within fourteen (14) calendar days of the date of the Step I decision. The Director of Human Resources or his/her designee shall meet with the Union and the aggrieved Employee to discuss the grievance within fourteen (14) calendar days of receipt of the grievance form and shall reply to the Union, in writing, within fourteen (14) calendar days after the meeting.

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**Step 3:**

If not resolved at Step 2, the Union may appeal the grievance on the approved form to the County Administrator or his/her designee within fourteen (14) calendar days of the date of the Step 2 decision. The appeal shall state specifically the substance of the grievance and identify the aggrieved Employee(s) and the specific provisions of this Agreement involved. The Union and the aggrieved Employee shall meet with the County Administrator or his/her designee within fourteen (14) calendar days of the filing of the grievance at this Step to discuss its substance and possible resolutions. The County Administrator or his/her designee shall give a decision in writing within fourteen (14) calendar days after the aforesaid meeting.

**Step 4**

If the grievance has not been resolved in step 3, the Union may, within fourteen (14) calendar days following the Step 3 decision from the County Administrator, submit the grievance to arbitration through the Federal Mediation and Conciliation Service (FMCS). The FMCS shall supply a list of five qualified labor arbitrators from the Washington, D.C. Metropolitan area. Both the Employer and the Union shall have the right to strike two names from the list. The parties shall flip a coin to determine who shall strike the first name; the other party shall then strike one name. The process shall be repeated, and the remaining person shall be the arbitrator. After the selection of the arbitrator as outlined above, the party requesting arbitration shall advise the FMCS of the name of the arbitrator.

The decision of the arbitrator shall be final and binding on the parties hereto. Expenses for the arbitrator's services and proceedings shall be borne equally by the Union and the Employer.

Each party shall be responsible for compensating its own witnesses and representatives. If either party desires a verbatim record of the proceedings it may cause such a record to be made by a qualified Court Reporter. The cost of a verbatim record for proceedings shall be borne by the party causing the record to be made or, if requested by both, shall be split equally.

**Section 10.4. - Time Limits.**

- (A) A grievance must be presented and processed in accordance with the steps, time limits, and conditions contained in this Article. The Employer and Union recognize that time is of the essence and the prompt settlement of grievances is important to a sound and harmonious relationship.
- (B) If the Employer fails to provide an answer to a grievance within the time limits so provided, the Employee or Union may immediately appeal to the next step.
- (C) The failure of the Union to act upon a grievance within the time limits shall be deemed a forfeiture of the right to advance further in the grievance process.
- (D) The time limits prescribed herein may be altered and/or waived by mutual agreement, in writing, by the Employer and the Union.

## **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.

During FY2021, there will be no furloughs or layoffs of bargaining unit employees.

## **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

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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, 2020, unless otherwise stated in specific sections, and shall remain in full force and effect until June 30, 2021.

This Agreement shall be automatically renewed from year to year after June 30, 2021, unless either party shall notify the other in writing no later than October 1, 2020, (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.

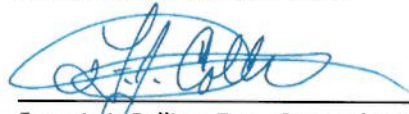
This Agreement, consisting of 12 pages is signed on this 7<sup>th</sup> day of July, 2020, in Charles County, Maryland.

The County Commissioners of Charles County

By:   
Reuben B. Collins, II, Esq, Commissioner President

  
Ryan DeGruy, President IAFF 4658

  
Aaron Kidder, V.P. IAFF 4658

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