

PREAMBLE

This Memorandum of Understanding ("MOU") is entered into by the State of Maryland ("Employer") and the Baltimore/Washington International Airport Professional Fire Fighters Local 1742 I.A.F.F., AFL-CIO, CLC ("Union"), and has as its purpose the promotion of harmonious relations between the Employer and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences without disruption in the workplace; and includes the MOU of the parties on the standards of wages, hours and other terms and conditions of employment of Local 1742 covered hereunder. The Employer recognizes the commitment of the Union and employees to organizational efficiency and high quality services and will actively encourage the sharing of concerns regarding management practices, policies and procedures.

It is understood that agreements on issues requiring approval by the General Assembly of Maryland are tentative pending approval of the General Assembly of Maryland. The provisions of this MOU shall in no way diminish or infringe any rights, responsibilities, power or duties conferred by the Constitution of the State of Maryland, the Annotated Code of Maryland and the Collective Bargaining Law and all laws are hereby incorporated in this MOU as if fully set forth herein, and in the event of a conflict between this MOU and the Law, the Law shall prevail.

The Law is hereby incorporated by reference in this MOU as if fully set forth herein and in the event of a conflict between this MOU and the Law, the Law shall prevail.

ARTICLE I - NON-DISCRIMINATION

It is the policy of the State to prohibit discrimination in employment against any employee or applicant for employment because of race, age, color, religion, creed, sex, sexual orientation, political affiliation, country of national origin, ancestry, genetic information, gender identity or expression, mental or physical disability, marital status, or labor organization affiliations, and to promote and implement a positive and continuing program of equal employment opportunity.

It is the policy of the Union that it shall not discriminate against any employee or cause or attempt to cause the State to discriminate against any employee because of race, age, color, religion, creed, sex, sexual orientation, political affiliation, country of national origin, ancestry, genetic information, gender identity or expression, mental or physical disability, marital status or labor or organization affiliation.

ARTICLE II – RECOGNITION

Section 1. Exclusive Representation

Pursuant to the Collective Bargaining Law, the Employer recognizes the Union as the sole and exclusive representative in all matters establishing and pertaining to wages, hours and other terms and conditions of employment for all employees in Local 1742. The Employer will

not negotiate with any other union or employee organization on matters pertaining to wages, hours and terms and conditions of employment for all employees in Local 1742 and will meet with other unions or employee organizations only pursuant to its legal and regulatory obligations, when such issues have non-bargaining unit employees impact, when requested or directed by a member of another branch of government, when members of the general public would have the same ability to meet or when the Governor, or his designee, decides such a meeting is appropriate.

Section 2. Exclusivity

The provisions of this Article shall apply exclusively to the Union except that other unions or employee organizations may continue to receive access to facilities and services or information as required by Federal and State laws, rules, regulations, and orders or when the Governor, or his designee, decides access to facilities and services is appropriate.

Section 3. Description Of Bargaining Unit

(a) Current Classifications. The term "employee" and "employees" shall mean all uniformed Fire Personnel in the following classifications:

- (1) Airport Fire Fighter Trainee
- (2) Airport Fire Fighter I
- (3) Airport Fire Fighter II/Driver
- (4) Airport Fire Fighter/Paramedic
- (5) Airport paramedic, a.k.a. Airport Advanced Life Support Provider
- (6) Airport Fire Lieutenant and Airport Paramedic Lieutenant

ARTICLE III – MANAGEMENT RIGHTS

The State, through its appropriate officers and employees, has the right including, but not limited to the following:

determine the mission, budget, organization, numbers, types and grades of employees assigned, the work projects, tours of duty, methods, means and personnel by which its operations are to be conducted, technology needed, internal security practices, relocation of its facilities; and

maintain and improve the efficiency and effectiveness of Governmental operations.

Determine the:

Services to be rendered, operations to be performed and technology to be utilized;

and

overall methods, processes, means and classes of work or personnel by which governmental operations are to be conducted;

hire, direct, supervise and assign employees;

promote, demote, disciplines, discharge, retain and lay off employees; and

terminate employment because of lack of funds, lack of work, under conditions where the Employer determines continued work would be inefficient or nonproductive, or other legitimate reasons;

set the qualifications of employees for appointment and promotion, and set standards of conduct;

promulgate State or department rules, regulations, or procedures;

provide a system of merit employment according to the standard of business efficient;

and

take actions, not otherwise specified in this section that are necessary to carry out the mission of the Employer.

ARTICLE IV – UNION RIGHTS

Section I. Access

The Employer agrees that local representatives, officers and Union staff representatives shall have reasonable access to the premises of the Employer, with prior notice and approval by the Employer, for the reason of administration of this MOU. The Union agrees to notify the Employer at least five (5) days in advance of a non-emergency, mass meeting. The Union may utilize the Fire Station to conduct other types of meetings after notifying the Fire Chief, or his/her designee, at least one day in advance. In emergency situations, the Union may call a meeting during work hours to prevent, resolve, or clarify a problem, with prior reasonable notice to and approval by the Employer. In addition, upon reasonable notice to and approval by the Employer and consistent with security and public service requirements, Union representatives shall have access to the Employer's premises for the purpose of membership recruitment. Approval for access described in this section shall not be unreasonably denied.

Section 2. Stewards

The Employer will recognize stewards designated by the Union who will be responsible for investigating and processing grievances and participating in any hearings or conferences related to the grievance. Typically, a grievance will have no more than one (1) steward in

attendance. In addition, there shall be a primary steward and an alternate steward designated by the Union on all primary shifts, who will be responsible for non-grievance activities related to the administration of this MOU and coordinating the activities of other stewards to ensure the efficient use of release time.

The Union will notify the Employer, in writing, of the names of the designated stewards prior to them assuming any duties. Designated stewards shall be allowed a reasonable amount of duty time without charge to pay or leave to administer the MOU and otherwise represent employees under the Collective Bargaining Law, Law, or regulation. To the extent necessary to participate in hearings and meetings, a designated steward's shift shall be adjusted so that such participation shall be on official duty time. Release from duty and shift adjustments will not be unreasonably denied and will be consistent with the operational needs of the Employer

Section 3. Right To Representation

- A. An employee shall have the right to Union representation if requested by the employee, only as provided below. There shall be no exceptions to this rule.
 - 1. In any investigatory interview or discussion with an employee who is the subject of the investigation.
 - 2. At any disciplinary hearing or in a discussion with the employee who is the subject of the disciplinary hearing.

Management shall allow reasonable time for the Union representative to attend said meeting, but in no case, less than one (1) hour.

- B. An employee shall not have the right to a Union representative in attendance during a discussion solely related to performance, or during a performance review. The right to representation does not include a criminal investigation.

All employees are required to give prompt, accurate answers to any and all questions concerning matters of official interest put to him/her by the Employer.

The role of the Union representative is to assist in the clarification of questions and otherwise advise the employee of his/her rights. Under no circumstances may the Union representative dominate the meeting or interfere with the Employer's investigating process.

Section 5. Release Time Account for Union Activities

On July 1 of each year, the Employer shall credit the Union's release time account with one day for every fifteen (15) dues paying members. Union representatives will be allowed time off with pay charged against the Account consistent with the operational needs of the Employer for Union business such as International Conventions and Union sponsored labor

Relations training provided such representative provides reasonable notice to his/her supervisor of such absence. Reasonable notice for Union sponsored meetings and conventions listed above is at least fifteen (15) days and the Employer shall respond within fifteen (15) days of receiving the representative's notice. Such time off will not be detrimental in any way to the employee's record and will be specifically taken into account when applying performance standards relating to quantity and timeliness of work. Time may be used in one (1) hour increments. Time off with pay will not be unreasonably withheld.

Section 6. Meeting Space

Union representatives may request the use of State property to hold Union meetings. Upon prior notification, the Employer will provide meeting space in the fire station and allow on-duty shift personnel to attend. Such meetings will not interrupt State work and will not interfere with emergency services. The Employer shall make space available for Union representatives to have confidential discussions with employees on an as-needed basis, subject to availability.

Section 6a. Union Office

The State agrees to provide, upon availability, the Union with an office space of sufficient size and amenity for the purpose of conducting Union business. If any problem arises regarding such space, it will be referred to the Labor Management Committee for resolution.

Section 6b. Filing Cabinet

Union members will be allowed to have a lockable Union provided filing cabinet at the Employer's premises.

Section 7. Bulletin Boards

The Employer shall provide a lockable bulletin board located at the BWI fire station in a mutually agreed to area which is accessible to both the Union and BWI Management. The Union shall be responsible for all items posted on the bulletin board. The Union shall ensure that items are not illegal, defamatory, political, or partisan and that no item is detrimental to the safety and security of the institution. Items shall be posted only on the bulletin board inside the locked glass. Any items that are not deemed to be in compliance, may be removed by the Chief or his/her designee, and the Union will be provided with notice of what was removed and when it was removed.

Section 8. Distribution Of Union Information

The Union shall be permitted to place and distribute materials at mutually agreed to locations frequented by employees, before and after work, during breaks, and meal periods.

Section 9. New Employee Orientation

The Employer will notify the Union of formal orientation meetings. The Union will be advised of the time and location of orientation meetings as soon as such meetings are scheduled. In the event a formal orientation is not given, the Employer shall allow the Union representative and the employee(s) to meet during duty hours at a mutually agreed to time for twenty (20) minutes. At the conclusion of all formal orientations, the Union will be permitted to give a twenty (20) minute presentation, which may include an enrollment in supplemental Union benefits.

Section 10. Information Provided To The Union

Upon request by the Union, the Employer will provide other necessary and relevant information to the extent not prohibited by applicable law, within a reasonable amount of time. The Union shall treat the information with confidentiality. Nothing herein shall be construed to restrict the Union's right to request and receive information in accordance with applicable public information acts.

Section 11. Union Pins And Jackets

Approved International Association of Fire Fighters logo pins may be worn on the left chest directly below the chest badge on the dress blouse, or just above the button on the left pocket flap on the uniform shirt or the work jacket, as per BWI Fire and Rescue Department policy. Employees may wear an IAFF jacket with their uniform to and from work.

Section 12. Non-Participation In Volunteer Activities

No covered employee shall be required to participate in any off-duty voluntary activity. A refusal to participate will in no way be negatively reflected in the employee's annual appraisal.

Section 13. Checkoff

The Employer will deduct bi-weekly membership dues payable to the Union upon receipt of a voluntary written individual authorization from any bargaining unit employee on a form mutually agreed to by the Union and the Employer. Dues deduction shall begin as soon as possible following receipt of the authorization.

The Union shall indemnify the Employer and hold it harmless against any and all claims, demands, suits or other forms of liability that may arise out of, or by reason of, any action taken by the Employer for the purposes of complying with the provisions of this section.

ARTICLE V – LABOR/MANAGEMENT COMMITTEE

Section 1. Labor/Management Committee

The parties recognize that the holding of periodic meetings for the exchange of views and information contributes to the effectiveness of the labor/management relationship. Therefore, the parties shall establish a Labor/Management Committee (LMC), in accordance with the provisions in this Article, for the purpose of addressing matters of concern in the areas of personnel policies, practices, conditions of employment, and other matters affecting employees. The LMC shall have the authority to negotiate additions to, subtractions from, or other modifications of this MOU. Any such additions, subtractions or modifications negotiated at the LMC level shall be pilot programs (i.e., of a temporary nature with a specified begin and end dates) and shall be subject to review at a mutually agreed upon time, or the expiration of the MOU whichever is earlier. These pilot programs shall be established as Letters of Understanding and are subject to the review and approval of the Fire Chief; the Director of Human Resources, DOT; the Executive Director, Office of Personnel Services and Benefits, DBM; and the Union President. Such Letters of Understanding may not conflict with applicable law, COMAR, TSHRS, or this MOU. The Letters of Understanding may be grieved through step 3 of the Dispute Resolution Procedure, and if not resolved, the matter shall be referred to the parties' chief negotiators. When a LMC meeting is held, one issue shall be resolved before another issue is brought before the committee.

The LMC shall consist of no more than eight members; four from each side unless otherwise mutually agreed upon. The LMC shall be co-chaired by one bargaining unit member and one member from management. The LMC will meet at least quarterly, unless otherwise mutually agreed upon by both parties, and the parties shall exchange agenda items at least two weeks prior to the meeting.

ARTICLE VI – WORK TIME, SCHEDULES, OVERTIME AND COMPENSATORY TIME

Section 1. Payment for Overtime/Compensatory Time

The TSHRS policy regarding eligibility for overtime shall be maintained.

There will be no time limit during which the employee must use his or her compensatory time. Employees shall not be required to use compensatory time. Use of such compensatory time will be granted in a fair and equitable manner. All unused compensatory time, not to exceed 480 hours, will be paid upon an employee's leaving State service, or upon death, to the employee's estate at a rate, which is the higher of:

- a). The final regular rate received by the employee; or
- b). the final average regular rate received by the employee during the last three years of employment.

Employees shall be entitled to accrue compensatory time in lieu of cash overtime payment at the employee's option: An employee shall be entitled to earn cash overtime and compensatory time in the same period. An employee will not be permitted to earn cash overtime and compensatory time within the same shift.

ARTICLE VII – WAGES

Section 1. General Wage Increase

Section 1a. Increments

Section 2. Shift Differential

The current practice as defined in State Personnel and Pensions Article 8-201(b)2 shall be maintained.

Section 2a. Uniform Allowance

An annual uniform allowance of \$450 shall be remitted by the State for each covered employee on the first pay period of July. Covered employees will be required to purchase Shoe/Boots from this allowance. Shoe/Boots shall meet American Society for Testing and Materials ASTM standard F2413-05 and be plain black in color. Management has the right to require shoes not meeting these requirements to be replaced by the employee.

Section 3. Shift Exchanges

An employee may exchange shifts with another employee if approved by the appropriate supervisor. A shift exchange shall not be rescinded based on the inability to find an employee to act out of position.

Section 4. Acting Out Of Position

Members of the bargaining unit shall not act out of position until they have been employed in the Department for at least two years.

Section 5. Work Hours

All bargaining unit shift employees will work an average forty (40) hour workweek. This will be accomplished by working a twenty-four (24) hour shift, followed by seventy-two (72) hours off. Each bargaining unit shift employee, with the exception of the Fair Labor Standards Act (FLSA) non-exempt Airport Paramedics, shall receive one (1) assigned shift off per quarter.

Section 6. Special Duty Pay

*Covered employees must select option 1 or 2 only. The maximum pay-out will be \$150.00 per pay-period per person.

HAZARDOUS DUTY PREMIUM PAY (OPTION 1)

1. Hazardous Materials Technician
2. Confined Space Rescue Technician

ENHANCED DUTY PREMIUM PAY (OPTION 2)

Each employee will receive \$75.00 per certification for a maximum of two certifications for maintaining and performing duties associated with the certifications selected.

1. Commercial Drivers License
2. Paramedic (only eligible for firefighters, Driver Operator and fire lieutenant)
3. 1003 Airport Firefighter (only eligible for paramedics)
4. Instructor Level-II MCRIB
5. Fire Inspector Level-I (only eligible for firefighters and Driver Operators)
6. Fire Inspector Level-III
7. Public Fire and Life Safety Educator Level-III
8. CPR and AED Instructor

Section 7. Tuition/Training Reimbursement

The BWI Airport Fire and Rescue Department will make every attempt to schedule training courses needed for promotional opportunities. The BWI FRD Training Division will also make every attempt to use BWI FRD Maryland Instructor Certification Review Board (MICRB) Level II certified instructors to teach academy status Maryland Fire Rescue Institute (MFRI) classes on shift. If BWI FRD instructors are not available, certified MFRI instructors may be used. All classes scheduled and instructors assigned to those classes will be approved through the BWI FRD Training Division. It will be mandatory that these classes meet all MFRI and Maryland Fire Service Professional Qualifications Board (MFSPQB) requirements/certifications. BWI FRD instructors will not be eligible for overtime for shift training classes. Employee's will be compensated for attending off duty continuing education classes that management deems mandatory for the performance of the employee's current job duties.

Courses meeting MFSPQB in order to qualify for promotional opportunities with the BWI FRD are:

- NFPA 1002 Fire Apparatus Driver Operator to include the certifications for Fire Pumps, Aerial Device and Aircraft Rescue and Firefighting Apparatus
- NFPA 1003 Airport Firefighter,
- NFPA 1021 Fire Officer-I,

- NFPA 1031 Fire Inspector-I
- NFPA 1041 Emergency Service Instructor-I

The BWI FRD will pay for the cost of the National Fire Service Professional Qualifications Board (NFSPQB) certificate up to \$15.

Section 7a. Tuition/Training Reimbursement

Education Reimbursement shall be in accordance with Transportation Service Human Resources Policy.

Section 8. Bilingual Pay

Where the Employer currently pays bilingual pay, it shall continue to do so. The Employer retains discretion to initiate bilingual pay. The minimum bilingual compensation is \$25 per pay period. The Employer may not require an employee to use bilingual skills without paying the appropriate compensation. This does not apply to employees where such skills are in the classification specification.

Section 9. Funeral Expenses

The State will pay for funeral expenses of an employee who is killed in the line of duty up to ten thousand (\$10,000) dollars, upon remittance of invoices.

ARTICLE VIII – PENSION

Those employees hired before September, 1993, who are currently in the Baltimore City Fire Fighter and Police Pension plans shall continue to be in said plan.

Those employees hired after September, 1993, who are not currently in the Baltimore City Fire Fighter and Police Pension plans shall be placed in the State of Maryland Law Enforcement Officers Pension System (LEOPS).

All previous time as a covered employee for the BWI Fire Services shall be credited towards the employee's retirement consistent with all laws, rules, regulations and procedures.

ARTICLE IX – HOLIDAYS

Section 1. Holiday Premium Pay

An employee who is required to work on Thanksgiving, Christmas or New Years Day shall be compensated in the following manner: Sixteen (16) hours of pay at the regular rate of compensation and eight (8) hours at time and one-half in addition to eight (8) hours of compensatory time earned. Premium holiday pay is paid for the day on which the holiday actually occurs starting at 7:00 a.m.

Section 2. All Other Holidays

The TSHRS policy shall be maintained.

ARTICLE X – GRIEVANCES

Section 1. TSHRS Grievance Policy Section 71 Shall Be Maintained.

ARTICLE XI - DISPUTE RESOLUTION PROCEDURE Section 1.

Scope

Subject to any limitations of existing law, a complaint is defined as a dispute concerning the application or interpretation of the terms of this MOU. The provisions of this procedure shall be the only procedure for complaints concerning interpretation or application of the MOU. Disciplinary/grievance appeals otherwise appealable through procedures established by law or regulation are not subject to this procedure.

Section 2. Procedures

Complaints regarding the MOU shall be presented and adjusted in the following manner:

Step One

Within fifteen (15) days after the event giving rise to the complaint or within fifteen (15) days following the time when the employee should reasonably have known of its occurrence, the employee aggrieved and/or the Union representative shall discuss the dispute with the employee's immediate supervisor. The Supervisor shall attempt to resolve the matter and respond orally to the employee and/or the Union representative within three (3) days.

Step Two

If the dispute has not been settled at step one, a written complaint may be filed and presented to the employee's Appointing Authority and/or designee within seven days after receiving the step one response. A Union representative must sign the complaint. The Appointing Authority or designee shall meet with the employee and the employee's Union representative and render a decision in writing no later than twenty (20) days after receiving the complaint.

Step Three

If the complaint has not been settled at step two, a written complaint may be filed with the Head of the Principal Unit within seven (7) days after receipt of the step two decision. The Head of the Principal Unit, or designated representative, shall meet with the employee and the Union representative and render a written decision within twenty (20) days after receiving the written appeal. If the Appointing Authority is also the Head of the Principal Unit, the step two decisions shall be appealed directly to step four.

Step Four

If the dispute has not been settled at step three, Local 1742 I.A.F.F. President, or designee, may file a written complaint with the Secretary of the Department of Budget and Management, or designee, within thirty (30) days of the step three response. If the Secretary, or designee, does not concur with the decision rendered at step three of the procedure, the Secretary, or designee, shall render a decision that is binding on the unit. If the Secretary, or designee, concurs with the third step decision, the Secretary, or designee, will issue a decision and may refer the matter to fact-finding within thirty (30) days. The Union can appeal to fact-finding the decision of the Secretary, or designee, within thirty (30) days of the Secretary's, or designee's, decision.

When fact-finding is invoked, the Union and the Employer shall jointly request a list of seven (7) neutral fact-finders from the Federal Mediation Conciliation (FMCS). The parties will meet within fifteen (15) days of receipt of the FMCS list to seek agreement on one of the listed fact-finders. This meeting may take place on the telephone. If the parties cannot agree on a fact-finder, the Employer and the Union will alternately strike one name from the list until a single name remains. A flip of the coin shall determine who shall strike the first name. The fact-finder shall resolve all questions related to the procedure. Upon mutual agreement of the parties, threshold issues may be resolved prior to the parties proceeding with the substantive issues involved in the case. The cost of the fact-finder shall be shared equally by the parties.

Appeal of Fact-finder's Decision

If the Employer or the Union disagrees with the fact-finder's decision, an appeal may be filed with the State Labor Relations Board within thirty (30) days of receipt of the decision and in accordance with the Board's regulations. Only the Union's Executive Director, or the Governor's designated Collective Bargaining representative, may appeal a fact-finder's decision.

Section 3. General Provisions

- A. As used in this Article, "days" means calendar days. If the last day a response or action is due falls on a Saturday, Sunday, or State holiday, the deadline shall be extended to the next non-holiday weekday. All deadlines in this Article may be extended by mutual agreement. Time limits for the processing of complaints are intended to expedite dispute resolution and, if not extended, must be strictly observed. If the matter in dispute is not resolved within the time period provided for in any step, the next step may then be invoked. If the Employer or Union fail to pursue any step within the time limits provided, he/she shall have no further right to continue to seek resolution of that dispute.

A failure by management to provide a response in the time required shall be deemed a denial of the complaint. A failure to appeal such denial within ten (10) calendar days of the date a response was due shall constitute a withdrawal of the complaint except that the Union shall have thirty (30) days from the date the response was due to invoke step four. The Employer shall ensure that its supervisors and representatives do not repeatedly fail to respond to complaints in a timely manner and shall also ensure that its designees are authorized to settle matters subject to the complaint.

- B. If a dispute arises from the action of an authority higher than the immediate supervisor, such dispute may be initiated at the appropriate step of this procedure.
- C. Each agency shall provide the Union with a list (including telephone number, fax number, and mailing address) of its Appointment Authorities and Heads of Principal Units (or designees).
- D. Only designated Union representatives may represent employees or file appeals under this procedure. For purposes of this Article, stewards, and Union officers shall be considered designated Union representatives. The Union will provide a list of the names of the aforementioned (to include telephone numbers, fax numbers and mailing addresses) to the Executive Director of Personnel Services and Benefits. An employee's complaint must be signed by a Union representative.

Meetings scheduled pursuant to this Article shall be scheduled at a mutually agreeable time during the regular working hours of the Union representative and Employer representative, if possible but such meetings may be waived by mutual agreement. If the Union and Employer representative do not work an overlapping schedule, the meeting shall be scheduled during regular day shift hours and, upon request of the Union representative, his/her schedule shall be adjusted if it is consistent with operational needs without regard to the restrictions in Article 6, Hours of Work. There shall be no overtime or compensatory time earned for the processing of a complaint or attendance at a meeting under this Article.

- E. A written complaint shall state the issues including a citation to the relevant portion of the MOU allegedly being violated.
- F. Each party shall make every effort to resolve a dispute at the lowest level possible.

ARTICLE XII – LEAVE ACCRUAL

Section 1. Personal Leave

Employees shall be entitled to fifty-six (56) hours of personal leave each calendar year. For the calendar year in which new employees begin employment, the number of personal leave hours will be prorated according to the TSHRS policy.

Section 2. Annual Leave

Employees shall earn annual leave in accordance with the TSHRS policy.

Section 2a. Accumulated Annual Leave

Any days of annual leave not used at the end of a year may be carried forward into the next year. Employees may accumulate unused annual leave and may carry over from one year to the next up to seventy-five (75) days, or six hundred (600) hours.

Section 2b. Payment Upon Separation

An employee or an employee's estate, will be paid for:

- 1) the number of days of annual leave, not exceeding fifty (50) days or four hundred (400) hours that were accrued at the end of the previous calendar year and that remain unused; and
- 2) the number of days of annual leave that accrued during the calendar year in which the employee's State employment terminates and that remain unused upon termination of State service at the time that the employee receives his/her pay check for the final period of work or the next pay period.

An employee or an employee's estate, will be paid for all accumulated annual leave upon termination of State service at the time that the employee receives his/her pay check for the final period of work or the next pay period.

Section 3. Sick Leave

Employees shall earn fifteen (15) days or one hundred twenty (120) hours of sick leave each year. Employees shall earn one and one-half (1.5) hours of sick leave for every twenty-six (26) hours worked in non-overtime status. For this purpose, all paid leave will be considered work time. Part-time employees will earn sick leave on a prorated basis. There is no limit on the number of days of sick leave an employee can accrue.

Section 3a. Accrued Sick Leave

Accrued sick leave shall be used as a service credit toward retirement in accordance with current statute and regulations. Employees may not use accumulated sick leave to qualify for retirement benefits or to become vested in the retirement system.

ARTICLE XIII – SICK LEAVE

Shall be in accordance with the TSHRS Policy

ARTICLE XIV – LEAVE WITH PAY

Section 1. Jury Duty Leave

An employee shall receive full pay for his/her normal work hours when he/she is required to appear for jury duty.

Section 2. Bereavement Leave

A maximum of forty (40) hours may be charged to sick leave in the event of the death of one of the following members of the immediate family: spouse, children, foster-children, step-children, parents, step-parents, foster parents of employee or spouse, or others who took the place of parents, legal guardians of employee or spouse, brothers and sisters of employee or spouse, grandparents and grandchildren of employee or spouse, other relatives living as a member of the employee's household.

A maximum of eight (8) hours may be charged to sick leave in the event of the death of one of the following relatives: aunts and uncles of employee or spouse, nephews and nieces of employee or spouse, brothers-in-law and sisters-in-law of employee's spouse and sons-in-law and daughters-in-law.

The employee may elect to receive up to twenty-four (24) hours of bereavement leave upon the death of the following family members: spouse, children, foster-children, step-children, parents, step-parents, foster parents, brothers or sisters, or grandparents and grandchildren of the employee.

If additional time is required by the employee, the supervisor shall make reasonable efforts to arrange the work that the employee may take other accrued leave for this purpose.

Section 3. Legal Action Leave

An employee who is summoned to appear in a court action, before a grand jury, before an administrative agency, or for a deposition and is neither a party to the action nor a paid witness, may be absent from work for the hours required without loss of pay or charge against any leave, unless the employee is currently on suspension.

An employee, who is summoned to appear in a court action, before a grand jury, before an administrative agency, or for a deposition and is a party to the action or a paid witness, may use other accumulated leave, unless the employee is currently on suspension.

An employee who appears in a court, administrative agency, or for a deposition, for a work related incident, is considered on duty.

Section 4. Examinations And Interviews For State Positions

An employee shall be allowed up to four (4) hours leave with pay to take examinations and attend interviews for State positions. The appointing authority shall:

- 1) require prior approval of the interview or examination leave request;
- 2) require verification of the examination taken, or interview, or examination attended;
- and,
- 3) limit the number of interviews and time allotted, when abuse is apparent.
- 4) Provide the study material to be used in a BWI Airport Fire & Rescue

Department promotional process. This material will be made known to all employees at least ninety (90) days in advance of the anticipated test date.

Section 5. Military Leave

Any employee who is a member of a reserve component of the Armed Services or in the organized militia shall be permitted military leave with pay for up to fifteen (15) working days per year for training or active duty. In addition, any employee who is a member of a reserve component of the Armed Services and is ordered to active duty for more than fifteen (15) days shall receive paid leave in accordance with State Personnel and Pensions Article §9-1107. Also, any employee who is a member of the organized militia and is ordered to active duty for more than fifteen (15) working days shall receive paid leave in accordance with Public Safety Article § 13-707. To be eligible, the employee must provide the employing agency with a copy of the orders from his/her unit.

ARTICLE XV – LEAVE WITHOUT PAY

Section 1. Injury/Illness Leave

- A. Employees may be granted a leave of absence without pay for a documented temporary illness or disability when there is medically documented evidence that the employee can return to his/her full range of duties within six (6) months. The Employer will grant or deny such request on a fair and equitable basis. Such employees will be separated from the payroll after thirty (30) consecutive days of leave without pay, however, these employees will be restored to their positions within the six (6) month period provided that they are declared fit for duty by the State Medical Director.

Employees may also be granted a leave of absence without pay for up to six (6) months when there is medically documented evidence that an immediate family member for whom the employee is needed to provide direct care has a catastrophic illness or injury.

- a). Immediate family member will include the spouse of the employee; children including foster and stepchildren of the employee; parents, stepparents, or foster parents of the employee; brothers and sisters of the employee; and
- b). Catastrophic illness or injury means a condition that is incapacitating, or life threatening, as certified by a health care provider as defined in the Family and Medical Leave Act.

B. If after the initial six (6) months, the employee is still unable to return to his/her full range of duties, because of the employee's illness or disability, an additional six (6) months of leave without pay may be requested. Such employees will be entitled to reinstatement to any available current vacancy, with their former Appointing Authority, for which they qualify at their current, or lower classification.

a). If a vacancy does not exist at the time the employee is ready to return to work, or within sixty (60) days of notifying the Appointing Authority of their ability to return to work, they shall be placed on the reinstatement list for all classes for which the employee qualifies for the remainder of their reinstatement period. The Employer will grant, or deny, such request on a fair and equitable basis.

ARTICLE XVI – HEALTH BENEFITS

Section 1. State Contracted Medical Plans

The Employer will maintain State contracted health benefits and medical plans.

Section 2. Health Insurance Portability And Accountability Act Of 1996

The Employer shall not elect to be excluded from sub-parts 1 and 2 of the Health Insurance Portability and Accountability Act of 1996.

Section 3. Open Enrollment

The Employer will conduct an open enrollment period each year at which time eligible employees shall be able to enroll in a health plan, continue enrollment in their current plan, or switch to another plan. Unless there is a mandatory open enrollment, employees who take no action during open enrollment will automatically be re-enrolled in their current plans and coverage, except for flexible spending accounts where employees are required to enroll each year. The Employer shall ensure that health benefit fairs are held during open enrollment, that such fairs are well publicized and scheduled to facilitate employee attendance.

ARTICLE XVII – DISCIPLINE

Section 1. Disciplinary Action And Appeals

The TSHRS policy shall be maintained.

ARTICLE XVIII – PERSONNEL FILE

Section 1. Official Personnel File

Only one official personnel file shall be kept for each employee at the appropriate personnel office. After twenty-four (24) months without any further disciplinary action, the

record of any suspensions of up to five (5) days shall be expunged at the employee's request. After twelve (12) months, written reprimands, any written counseling and loss of leave shall not be used in assessing discipline if there has been no further disciplinary action.

Section 2. Access

An employee and, with the employee's written authorization, a representative(s) shall have the right to review his/her personnel file upon request, during normal business hours, with no loss of pay. An employee has the right to copy any documents in his/her file. The employee may be required to assume reasonable costs of copying.

Section 3. Notification

From the effective date of this memorandum, any derogatory material to be placed in an employee's personnel file will be initialed and dated by the employee. If the employee refuses to sign, material shall be placed in the file with a note of the employee's refusal. The employee's initials indicate simply that he/she has seen the material. In addition, any derogatory material which is placed in an employee's personnel file without following this procedure will be removed from the file and returned to the employee.

Section 4. Anonymous Materials

Other than routine personnel forms, no anonymous materials shall be placed in an employee's official personnel file.

Section 5. Rebuttal

Employees shall have the right to respond in writing, and/or through grievance procedure, to any materials placed in their official personnel file. Any written response by the employee shall be appended to the appropriate document.

Section 6. Working Files

A working file may be maintained by the Fire Rescue Department management. Records of previous infractions not found in the official personnel file cannot be used against an employee in any future disciplinary proceeding.

ARTICLE XIX – INTERIM NEGOTIATIONS

The Employer and the Union acknowledge their mutual obligation to negotiate, as required under the Law, over Employer proposed changes in wages, hours and other terms and conditions of employment affecting bargaining unit employees. The Union's ability to negotiate does not provide the Union with a "Veto" power over Employer initiated changes and shall not unduly delay the implementation of Employer initiated changes.

The obligation to bargain is limited to those changes that will substantially impact the working conditions of bargaining unit employees. The minimum notice to the Union of an intended change in working conditions is seven (7) days. If required to meet a legislative mandate, or in an emergency situation, management will notify the Union as soon as possible. The Union may request bargaining within this seven (7) days and shall submit proposals in response to the Employer's notice of intent to change working conditions within seven (7) days of its request to bargain.

It is understood that the Employer may implement its proposed changes even if after the conclusion of good faith negotiations there has not been mutual agreement, or as required to meet legislative mandate, or in an emergency situation.

ARTICLE XX – MISCELLANEOUS

References in this MOU to COMAR or rules or regulations, laws or TSHRS are for reference and are negotiable consistent with the law and Article XVIII (Interim Negotiations).

ARTICLE XXI – SAFETY

Section 1.

The State and Union agree to cooperate to the fullest extent in promoting the safety and health of all employees covered by this agreement. BWI FRD will maintain safety and health officers, hold safety meetings with Union representation.

Section 2.

The BWI Fire and Rescue Department will use all applicable NFPA standards as guidelines pertaining to the personal protective equipment and duty uniforms. All covered employees shall be issued the following safety equipment:

- Protective Ensemble for Structural Fire Fighting & Proximity Fire Fighting
- SCBA Face Piece
- Hearing Protection
- Eye Protection
- 2-Normax Hoods
- Safety Vest

- Coveralls *Issued only to personnel qualifying for Option-1 Hazardous Duty Premium Pay

ARTICLE XXII – WORK STOPPAGES

It shall be a violation of this MOU for the Union to engage in a strike or work stoppage against the State of Maryland. The Union shall forfeit its status as the exclusive representative of employees in this bargaining unit if the Union engages in a strike or work stoppage against the State of Maryland. The State agrees that there shall be no lockouts.

ARTICLE XXIII - DEFINITIONS

For the purposes of this MOU the following terms have the following meanings:

1. "Employee(s)" means all uniformed Fire Personnel in the bargaining unit.
2. "Bargaining Unit" means all BWI Fire and Rescue Department personnel classifications in Unit H certified by the State under Executive Order 01.01.1996.13.
3. "Collective Bargaining Law" means Title 3 of the State Personnel and Pensions Article.
4. "COMAR" means Code of Maryland Regulations.
5. "Day" means eight (8) consecutive *work* hours
6. "Department" means Baltimore/Washington International (BWI) Airport Fire and Rescue Department.
7. "Employee Organization" means a labor, or other organization, in which State employees participate and that has as one of its primary purposes representing employees and for which payment of dues by payroll deduction has been authorized by the State.
8. "Employer" means the State of Maryland.
9. "LMC" means Labor Management Committee.
10. "MOU" means Memorandum of Understanding.
11. "Shift" means twenty-four (24) consecutive *work* hours.
12. "SP&P or SPPA" means State Personnel and Pensions Article.
13. "TSHRS" means Transportation Service Human Resources System.
14. "Union" means Baltimore/Washington International Airport Professional Fire Fighters Local 1742 I.A.F.F., AFL-CIO, CLC.

ARTICLE XXIV – DURATION

Section 1. Duration

This MOU shall become effective upon signing (subsequent to a proper ratification by both parties) and remain in effect until June 30, 2011.

Section 2. Renewal

Should either party desire to renew this MOU, they may only do so by providing written notification of its intent to do so to the other party by July 1. After notification is provided, the parties shall then commence negotiations for a successor MOU at dates and times agreed to by the parties. If neither party requests amendment to this MOU, it shall automatically be renewed from year to year until a successor MOU is agreed and ratified.

Section 3. Reopener

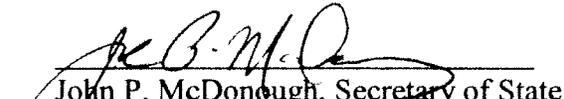
Notwithstanding the provisions of Sections 1 and 2, Duration, either party may request to reopen this MOU for the purpose of negotiating mutually agreed upon topics. All other terms and conditions of the MOU shall remain in full force and effect during any such reopener throughout the duration of this MOU. In the event that there is a change in law affecting the legally permissible scope of bargaining, either party may reopen this MOU to negotiate the newly negotiable matters. This MOU, as negotiated, is hereby accepted by the parties, on 3/23/10.

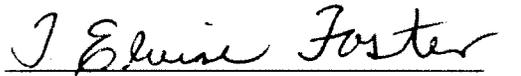
For the State of Maryland:

For the Union, Local #1742 I.A.F.F.


Martin O'Malley, Governor


William Gordon, President


John P. McDonough, Secretary of State
Chief Negotiator


T. Eloise Foster, Secretary
Department of Budget and Management


Cynthia Kollner, Executive Director
Office of Personnel Services and Benefits
Department of Budget and Management


Judy Slater, Director, Office of Human Resources
Maryland Department of Transportation