

**COUNTY COUNCIL OF PRINCE GEORGE'S COUNTY, MARYLAND**

**1999 Legislative Session**

Resolution No. CR-51-1999

Proposed by The Chairman (by request - County Executive)

Introduced by Council Members Scott and Estepp

Co-Sponsors \_\_\_\_\_

Date of Introduction October 12, 1999

**RESOLUTION**

1 A RESOLUTION concerning

2 Compensation and Benefits - International Association of

3 Fire Fighters, Local 1619

4 (Emergency Rescue Technicians) - Salary Schedule R,

5 Schedule of Pay Grades

6 For the purpose of amending the Salary Plan of the County to reflect the terms of a labor  
7 agreement by and between Prince George's County and the International Association of Fire  
8 Fighters, Local 1619.

9 WHEREAS, pursuant to Section 903 of Article IX of the Prince George's County Charter  
10 and Section 16-125(a) of the Prince George's County Code, amendments to the County's Salary  
11 Plan are to be submitted to the County Council in resolution form; and

12 WHEREAS, the Salary Plan must at this time be amended by the approval of a salary  
13 schedule to reflect the terms of a labor agreement by and between Prince George's County and  
14 the International Association of Fire Fighters, Local 1619;

15 NOW, THEREFORE, BE IT RESOLVED by the County Council of Prince George's  
16 County, Maryland, that Salary Schedule "R," Schedule of Pay Grades, submitted and  
17 recommended by the County Executive on October 8, 1999, which is attached hereto and made  
18 a part hereof, setting forth merit increases and cost of living increases for Fiscal Years 2000 and  
19 2001; and further establishing the workweek, work schedules, leave provisions, pay in excess of  
20 base salary, group health insurance, life insurance under the beneflex program, social security,  
21 worker's compensation, uniforms, clothing allowance, physical training supplement, vacancies,  
22 tuition assistance and education incentive, death and disability payments, retirement

1 contributions, hold harmless benefit calculation, IRS pickup plan, Prince George's Professional  
2 Fire Fighters P.A.C. payroll deduction for such employees, be and the same is hereby approved.

Adopted this 23rd day of November, 1999.

COUNTY COUNCIL OF PRINCE  
GEORGE'S COUNTY, MARYLAND

BY: \_\_\_\_\_  
M. H. Jim Estepp  
Chairman

ATTEST:

\_\_\_\_\_  
Joyce T. Sweeney  
Clerk of the Council

SALARY SCHEDULE R  
SCHEDULE OF PAY GRADES  
FIRE UNIT PERSONNEL  
PRINCE GEORGE'S COUNTY, MARYLAND  
EFFECTIVE JULY 1, 1999 - JUNE 30, 2001

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**1. SCHEDULED PAY RATES**

SALARY SCHEDULE R – IN EFFECTIVE JULY 1, 1999  
 SCHEDULE OF PAY GRADES – FIRE UNIT PERSONNEL  
 PRINCE GEORGE’S COUNTY MARYLAND

<b><u>GRADE</u></b>	<b><u>MINIMUM</u></b>	<b><u>MAXIMUM</u></b>
R01 (ERT I)		
HOURLY	14.6029	23.9995
BIWEEKLY	1,168.23	1,919.96
ANNUAL	30,374	49,919
R02 (ERT II)		
HOURLY	15.3500	26.7279
BIWEEKLY	1,228.00	2,138.23
ANNUAL	31,928	55,594
R03 (ERT III)		
HOURLY	16.0971	30.8365
BIWEEKLY	1,287.77	2,466.92
ANNUAL	33,482	64,140
R13 (ERT Tech.)		
HOURLY	16.0971	32.1875
BIWEEKLY	1,287.77	2,575.00
ANNUAL	33,482	66,950
R04 (ERT Lt.)		
HOURLY	18.7341	33.5385
BIWEEKLY	1,498.73	2,683.08
ANNUAL	38,967	69,760
R05 (ERT Capt.)		
HOURLY	20.5572	37.4688
BIWEEKLY	1,644.58	2,997.50
ANNUAL	42,759	77,935
R06 (ERT B.C.)		
HOURLY	22.5947	41.3587
BIWEEKLY	1,807.58	3,308.70
ANNUAL	46,997	86,026

For administrative purposes, the hourly rates are the controlling rates. Biweekly rates are hourly rates multiplied by 80. Annual rates are the hourly rates multiplied by 2,080 and rounded to the nearest dollar.

SALARY SCHEDULE R – EFFECTIVE OCTOBER 10, 1999  
 SCHEDULE OF PAY GRADES – FIRE UNIT PERSONNEL  
 PRINCE GEORGE’S COUNTY MARYLAND

<u>GRADE</u>	<u>MINIMUM</u>	<u>MAXIMUM</u>
R01 (ERT I)		
HOURLY	14.8219	24.3595
BIWEEKLY	1,185.75	1,948.76
ANNUAL	30,830	50,668
R02 (ERT II)		
HOURLY	15.5803	27.1288
BIWEEKLY	1,246.42	2,170.30
ANNUAL	32,407	56,428
R03 (ERT III)		
HOURLY	16.3386	31.2990
BIWEEKLY	1,307.09	2,503.92
ANNUAL	33,984	65,102
R13 (ERT Tech.)		
HOURLY	16.3386	32.6703
BIWEEKLY	1,307.09	2,613.62
ANNUAL	33,984	67,954
R04 (ERT Lt.)		
HOURLY	19.0151	34.0416
BIWEEKLY	1,521.21	2,723.33
ANNUAL	39,551	70,807
R05 (ERT Capt.)		
HOURLY	20.8656	38.0308
BIWEEKLY	1,669.25	3,042.46
ANNUAL	43,400	79,104
R06 (ERT B.C.)		
HOURLY	22.9336	41.9791
BIWEEKLY	1,834.69	3,358.33
ANNUAL	47,702	87,317

The hourly rates are the July 1, 1999 rates multiplied by 101.5%. For administrative purposes, the hourly rates are the controlling rates. Biweekly rates are hourly rates multiplied by 80. Annual rates are the hourly rates multiplied by 2,080 and rounded to the nearest dollar.

SALARY SCHEDULE R – EFFECTIVE JULY 2, 2000  
 SCHEDULE OF PAY GRADES – FIRE UNIT PERSONNEL  
 PRINCE GEORGE’S COUNTY MARYLAND

<u>GRADE</u>	<u>MINIMUM</u>	<u>MAXIMUM</u>
R01 (ERT I)		
HOURLY	14.8219	24.9685
BIWEEKLY	1,185.75	1,997.48
ANNUAL	30,830	51,934
R02 (ERT II)		
HOURLY	15.5803	27.8070
BIWEEKLY	1,246.42	2,224.56
ANNUAL	32,407	57,839
R03 (ERT III)		
HOURLY	16.3386	32.0815
BIWEEKLY	1,307.09	2,566.52
ANNUAL	33,984	66,730
R13 (ERT Tech.)		
HOURLY	16.3386	33.4871
BIWEEKLY	1,307.09	2,678.97
ANNUAL	33,984	69,653
R04 (ERT Lt.)		
HOURLY	19.0151	34.8926
BIWEEKLY	1,521.21	2,791.41
ANNUAL	39,551	72,577
R05 (ERT Capt.)		
HOURLY	20.8656	38.9816
BIWEEKLY	1,669.25	3,118.53
ANNUAL	43,400	81,082
R06 (ERT B.C.)		
HOURLY	22.9336	43.0286
BIWEEKLY	1,834.69	3,442.29
ANNUAL	47,702	89,499

The minimum hourly rates are the October 10, 1999. The maximum hourly rates are the October 10, 1999 rates multiplied by 102.5%. For administrative purposes, the hourly rates are the controlling rates. Biweekly rates are hourly rates multiplied by 80. Annual rates are the hourly rates multiplied by 2,080 and rounded to the nearest dollar.

SALARY SCHEDULE R – EFFECTIVE OCTOBER 8, 2000  
 SCHEDULE OF PAY GRADES – FIRE UNIT PERSONNEL  
 PRINCE GEORGE’S COUNTY MARYLAND

<u>GRADE</u>	<u>MINIMUM</u>	<u>MAXIMUM</u>
R01 (ERT I)		
HOURLY	15.0442	24.7249
BIWEEKLY	1,203.54	1,977.99
ANNUAL	31,292	51,428
R02 (ERT II)		
HOURLY	15.8140	27.5357
BIWEEKLY	1,265.12	2,202.86
ANNUAL	32,893	57,274
R03 (ERT III)		
HOURLY	16.5837	31.7685
BIWEEKLY	1,326.70	2,541.48
ANNUAL	34,494	66,078
R13 (ERT Tech.)		
HOURLY	16.5837	33.1604
BIWEEKLY	1,326.70	2,652.83
ANNUAL	34,494	68,974
R04 (ERT Lt.)		
HOURLY	19.3003	34.5522
BIWEEKLY	1,544.02	2,764.18
ANNUAL	40,145	71,869
R05 (ERT Capt.)		
HOURLY	21.1786	38.6013
BIWEEKLY	1,694.29	3,088.10
ANNUAL	44,051	80,291
R06 (ERT B.C.)		
HOURLY	23.2776	42.6088
BIWEEKLY	1,862.21	3,408.70
ANNUAL	48,417	88,626

The hourly rates are the July 2, 2000 rates multiplied by 101.5%. For administrative purposes, the hourly rates are the controlling rates. Biweekly rates are hourly rates multiplied by 80. Annual rates are the hourly rates multiplied by 2,080 and rounded to the nearest dollar.



SALARY SCHEDULE R – EFFECTIVE APRIL 8, 2001  
 SCHEDULE OF PAY GRADES – FIRE UNIT PERSONNEL  
 PRINCE GEORGE’S COUNTY MARYLAND

<u>GRADE</u>	<u>MINIMUM</u>	<u>MAXIMUM</u>
R01 (ERT I)		
HOURLY	15.2699	25.0958
BIWEEKLY	1,221.59	2,007.66
ANNUAL	31,761	52,199
R02 (ERT II)		
HOURLY	16.0512	27.9487
BIWEEKLY	1,284.10	2,235.90
ANNUAL	33,386	58,133
R03 (ERT III)		
HOURLY	16.8325	32.2450
BIWEEKLY	1,346.60	2,579.60
ANNUAL	35,012	67,070
R13 (ERT Tech.)		
HOURLY	16.8325	33.6578
BIWEEKLY	1,346.60	2,692.62
ANNUAL	35,012	70,008
R04 (ERT Lt.)		
HOURLY	19.5898	35.0705
BIWEEKLY	1,567.18	2,805.64
ANNUAL	40,747	72,947
R05 (ERT Capt.)		
HOURLY	21.4963	39.1803
BIWEEKLY	1,719.70	3,134.42
ANNUAL	44,712	81,495
R06 (ERT B.C.)		
HOURLY	23.6268	43.2479
BIWEEKLY	1,890.14	3,459.83
ANNUAL	49,144	89,956

The hourly rates are the October 8, 2000 rates multiplied by 101.5%. For administrative purposes, the hourly rates are the controlling rates. Biweekly rates are hourly rates multiplied by 80. Annual rates are the hourly rates multiplied by 2,080 and rounded to the nearest dollar.

## 2. MIN-MAX SYSTEM

On July 1, 1999, the MIN-MAX system that was in effect for all members of the bargaining unit was replaced by the following modified MIN-MAX system:

A. The minimum and maximum pay rates for employees covered by this Salary Schedule are established on the attached schedules of pay rates for employees in the following classifications:

Emergency Response Technician I	R01
Emergency Response Technician II	R02
Emergency Response Technician III	R03
Emergency Response Technician Technician	R13
Emergency Response Lieutenant	R04
Emergency Response Captain	R05
Emergency Response Battalion Chief	R06

B. Employees covered by this Salary Schedule and hired before July 1, 1989 will keep the anniversary dates that they held on July 1, 1989 for as long as they are continuously employed. Employees hired on or after July 1, 1989 will have as their anniversary dates the dates of their initial appointment and those anniversary dates will not be changed while those employees are continuously employed.

C. Merit steps will have the value of three and one-half percent (3 1/2%). An employee will be eligible to advance to the next merit step for his/her rank on his/her anniversary date at the rate of one (1) step per year provided that he/she receives a satisfactory performance evaluation for the preceding year.

D. If, upon the granting of a three and one-half percent (3 1/2%) merit increase, an employee's salary is one percent or less from the applicable maximum rate, the employee will have his/her salary rate adjusted to the applicable maximum rate.

If upon the granting of a three and one-half (3 1/2%) merit increase, an employee's salary rate is greater than one percent (1%) but less than three and one-half (3 1/2%) from the applicable maximum rate, the employee upon satisfactory completion of one (1) additional year of service, will have his/her salary rate adjusted to the applicable maximum rate.

E. An employee's salary rate upon promotion shall be the greater of a ten percent (10%) increase over his/her current rate or a ten percent (10%) increase over the stated minimum for the grade to which he/she is promoted. In no event shall the new rate exceed the maximum for the grade.

F. Salary rate upon demotion shall be governed by Section 16-132 of the Personnel Law in accordance with the following:

The new rate shall be obtained by dividing the current rate by the sum of one (1) plus the percentage increase previously advanced upon promotion (or the sum of the percentage

increases of successive promotions if the person has been demoted more than one grade and has served in the intermediate grade). Such percentage should be obtained from the promotional EAN(s) by subtracting the hourly rate before promotion from the hourly rate immediately after promotion and dividing the remainder by the rate before promotion. The quotient shall be rounded to the third decimal place.

Modifications Effective During FY 2000 and FY 2001

G. Further, effective beginning on July 1, 1999, any employee covered by this Salary Schedule hired before July 1, 1996 who completed eighteen (18) years of actual service as defined in the Fire Pension Plan but who is not at the step for his/her rank on the Min-Max System which reflects the completion of eighteen (18) years of service will be placed at that step on the date that marks the completion of his/her eighteenth (18<sup>th</sup>) year of service, provided, however, that the resulting rate of pay may not exceed the maximum step for the employee's rank.

Beginning in Fiscal Year 2000, any employee, who completes his/her fifth (5<sup>th</sup>) year of service as an employee covered by this Salary Schedule and is otherwise eligible to receive a merit increase, will receive a merit increase of four and one-half percent (4.5%) rather than three and one-half percent (3.5%) during that fiscal year. During Fiscal Year 2000, an employee who had already completed his/her fifth (5<sup>th</sup>) year of service as an employee covered by this Salary Schedule during a previous fiscal year, will – if he/she is otherwise eligible to receive a merit increase – receive a merit increase of four and one-half percent (4.5%) rather than three and one-half percent (3.5%).

Effective the first full pay period beginning on or after July 1, 2000, the maximum pay rates for employees covered by this Salary Schedule will be increased by two and one-half percent (2.5%) and only employees who are at maximum on that date will have their salaries raised by two and one-half percent on that date.

**SALARY SCHEDULE (ERT) July 1, 1999**

Emergency Response Technician I	R01	\$30,374 - \$49,919
Emergency Response Technician II	R02	\$31,928 - \$55,594
Emergency Response Technician III	R03	\$33,482 - \$64,140
Emergency Response Technician Technician	R13	\$33,482 - \$66,950
Emergency Response Technician Lieutenant	R04	\$38,967 - \$69,760
Emergency Response Technician Captain	R05	\$42,759 - \$77,935
Emergency Response Technician Battalion Chief	R06	\$46,997 - \$86,026

- 1) The scale is applicable to new employees and incumbents who are cross trained.
- 2) Incumbent S-Scale employees hired on or before January 1, 1999, who successfully complete national and state paramedic certification will receive a five percent (5%) in-grade increment and four percent (4%) CE pay. Six months later, the S-Scale employee becomes an Emergency Response Technician on the Emergency Response Technician Scale.
- 3) Incumbent M-Scale employees hired on or before January 1, 1999, who successfully complete recruit school will receive a five percent (5%) in-grade increment. Six months after recruit school, the M-Scale employee becomes an Emergency Response Technician on the Emergency Response Technician scale. J-TAC must be completed within two (2) years of entering an Emergency Response Technician III or higher classification, provided the Department affords the employee with a reasonable opportunity to complete the J-TAC program within said two (2) year period. Incumbent Officers (Lieutenant and above) will enter the Emergency Response Technician scale upon satisfactory completion of a six (6) month Performance Appraisal of the Officer's Internship Program.
- 4)
  - a. For employees hired on or before January 1, 1999, once certified as a paramedic, they will have four percent (4%) CE pay (formerly called "special duty pay") to salary on above scale, such pay to be added to base pay for pension and other purposes
  - b. For employees hired after January 1, 1999, once certified as a paramedic, new ERT employees will be paid at the overtime rate for the hours required to maintain EMT-P certification.
  - c. Special Duty Pay does not apply to employees in a job classification in the Emergency Rescue Technician series except for employees who may be assigned duties as Bomb Technicians.
- 5) Promotion increments for Emergency Response Technicians will be the same as paramedics.
- 6) Promotion Procedure for employees hired after January 1, 1999 as follows:
  - (a) ERT I to ERT II – Completion of one (1) year probation
  - (b) ERT II to ERT III – Completion of J-TAC, EMT-P, County Certified

### **3. MERIT INCREASES**

Employees covered by this Salary Schedule who are otherwise eligible to receive a merit increase during the period from July 1, 1999 through June 30, 2000, will receive it.

Employees covered by this Salary Schedule who are otherwise eligible to receive a merit increase during the period from July 1, 2000 through June 30, 2001, will receive it.

#### **4. COST OF LIVING**

Effective October 10, 1999, employees covered by this Salary Schedule will receive a one and one-half percent (1.5%) increase in their base hourly rates of pay.

Effective October 8, 2000, employees covered by this Salary Schedule will receive a one and one-half percent (1.5%) increase in their base hourly rates of pay.

Effective April 8, 2001, employees covered by this Salary Schedule will receive a one and one-half percent (1.5%) increase in their base hourly rates of pay.

#### **5. WORKWEEK**

The workweek is the seven (7) consecutive day period commencing at 12:01 a.m. Sunday, and ending the following Saturday midnight.

Shift employees covered under this Salary Schedule will work a forty- two (42) hour workweek. Straight day work employees shall work a forty (40) hour week.

#### **6. WORK SCHEDULES**

##### **A. Shiftwork Personnel - Stations**

Shiftwork personnel who work a "24/72 hour" shift are covered by the Memorandum of Agreement Between Prince George's County Fire Department and Local 1619 I.A.F.F., signed on June 3, 1981.

##### **B. Straight Day-Work Personnel in all Stations**

Employees assigned to straight day work will work five (5) eight (8) hour days, normally Monday through Friday, thus equaling forty (40) hours. All day shifts shall commence at 0700 hours except that one shift per station may be required at the discretion of the Fire Chief to start at 0900 hours.

##### **C. Non-Station Personnel**

Day work employees shall continue to work their existing shifts; shiftwork employees shall continue to work existing shifts.

##### **D. Alternative Work Schedules**

During Fiscal Year 2000, the parties shall agree to implement a one-year pilot program concerning alternative work schedules for straight day work assignments and duties associated with non-operational administrative functions. This AWS may be extended for the duration of this Agreement by mutual consent of both parties. The Fire Chief may terminate such pilot program if he determines, upon review, that such pilot program is not in the best interests of the department.

## 7. LEAVE PROVISIONS

### A. Sick Leave

All full-time employees earn four and one-half (4 1/2) hours of sick leave each pay period with a periodic adjustment to ensure that each employee earns fifteen (15) days of sick leave each leave year through the duration of County service. Each such day shall constitute eight (8) hours.

Employees who work on a year-round part-time basis for forty (40) or more hours per pay period shall accrue sick leave in proportion to the hours working during each pay period.

### B. Annual Leave

Full-time employees shall earn annual leave on the following basis:

Zero (0) through three (3) years of service	Four (4) hours per pay period
Four (4) through fifteen (15) years of service	Six (6) hours per pay period with periodic adjustment to ensure that each employee earns twenty (20) days
After fifteen (15) years of service and above	Eight (8) hours per pay period

Employees who work on a year-round part-time basis for forty (40) or more hours per pay period, shall earn annual leave in proportion to the hours worked during each pay period.

### C. Annual Leave: Carryover and Lump Sum Payment

A maximum of three hundred sixty (360) hours of accumulated annual leave earned beginning with the first pay period in the 1997 leave year (i.e., January 5, 1997) may be carried over from one leave year to the next by an employee (i.e., new annual leave).

An employee shall be allowed to carry over annual leave earned as of the last full pay period in leave year 1996 (i.e., old annual leave) even if such accumulated amount is in excess of the maximum allowed in the paragraph above, or in excess of the 130 day maximum formerly allowed.

Effective beginning with the 1997 leave year, new annual leave in excess of the three hundred sixty (360) hours limit at the end of a leave year will automatically convert to new sick leave. The Fire Pension Plan shall be amended to provide that new sick leave converted from annual leave under this subparagraph, up to a combined total for each officer of 1,040 hours of annual leave and this new sick leave, may be used to purchase pension credit at the rate of 40 hours for each month of pension credit.

An employee covered by this Salary Schedule who terminates employment shall receive a lump sum cash payment for the annual leave balance credit accumulated through the last full pay period immediately prior to the employee's separation. Employees who qualify may elect to purchase additional service credit as provided in Section 7.9 of the Agreement.

D. Sick and Annual Leave Disposition Upon Separation

Effective beginning with the 1997 leave year (i.e. January 5, 1997), the annual and sick leave balances accumulated by an employee shall, upon the employee's separation from employment be liquidated in the following manner:

1. The employee may elect to retain all or any portion of the employee's sick and annual leave balances credited to the employee's leave record for the period of time equal to the employee's eligibility for reappointment as determined in accordance with Section 16-148 (a) (8);

2. The employee may elect to apply all or any portion of the employee's sick and annual leave balances to employment elsewhere, provided another employer has agreed to accept accumulated sick or annual leave balances for credit on behalf of the employee.

3. The employee may elect to receive cash payment for all or any portion of the employee's annual leave balance in an amount equal to the total number of unused annual leave hours multiplied by the employee's final base hourly rate of pay, subject to the following:

A. Upon separation from employment, employees who participate in the pension plan may elect to receive a cash payment for the remainder of their annual leave hours that were accumulated as of the end of the 1996 leave year or for up to 360 hours of accumulated annual leave, whichever is greater. Any remaining amount would be applied toward service credit in the pension plan as provided in the Fire Pension Plan.

B. Notwithstanding subparagraph 3.A., immediately above, upon separation from employment because of service-related disability, an employee with less than twenty (20) years of service will be permitted to receive payment for all annual leave (old and new).

4. Upon separation from employment for non-disciplinary reasons (including but not limited to retirement, disability and death), eligible employees will receive cash payment for unused sick leave accumulated as of the end of the 1996 leave year at 2.5% for each year of service (through the date of separation) at the employee's base hourly rate of pay as of the date of separation but not to exceed the highest rate of pay for a Battalion Chief in January, 1997 -- that is, \$38.3990 per hour. However, if a firefighter with less than twenty (20) years of actual service terminates employment as a result of death or disability, he/she shall receive a 50% cash-out of unused accumulated sick leave as of the end of the 1996 leave year.

5. For individuals who participate in the pension plan, sick leave earned beginning with the 1997 leave year (i.e., new sick leave) is not subject to cash payment upon separation, but is available to purchase service credit under the pension plan as provided in Section 7.9 of the Agreement. However, officers with less than twenty (20) years of service who terminate

employment because of service connected disability and officers whose employment terminates because of death are eligible for cash payment for all sick leave earned, including sick leave earned beginning with the 1997 leave year, at the rates set forth in paragraph 4., immediately above.

6. Notwithstanding any provision in this section to the contrary, an employee who is involuntarily separated from employment with the County for disciplinary reasons is not entitled to any payment for unused sick leave.

#### F. Leave of Absence

Leave without pay may be granted for up to one (1) year when just cause for such leave is shown by the employee. Such leave shall be requested in writing and shall be subject to approval by the County Fire Chief or his designee and such approval shall not be unreasonably withheld. The County Fire Chief has the right to set reasonable limits on such leave.

#### G. Injured-On-The-Job Leave

When an employee is ordered off the job or ordered to light duty by his/her physician or by the County Fire Chief due to work-related illness or injury, the employee will be placed on I.O.J. leave until his/her disability is either medically proven to be nonservice connected or until retired.

The employee shall not be charged with using his/her own accrued leave when ordered off duty as prescribed in the above paragraph except in those cases where the illness or injury is proven to be nonservice connected, and then only from the date that the employee is notified of the findings in writing; nor will leave used because of injuries or sickness sustained as a result of employment in the Prince George's Fire Department be charged against an employee's sick or annual leave. The employee will remain on I.O.J. leave until released by the attending physician for prescribed duties, or returned to work by decision of the Disability Review Board (in administrative session or in review of an appeal) or retired if the disabling injury cannot be corrected.

#### H. Shift Work Leave

At a minimum, twelve percent (12%) of the employees within the Emergency Operations Command will be offered leave (for vacation bid and day to day leave).

Effective July 1, 2000, at a minimum, the percentage will be increased from twelve percent (12%) to thirteen percent (13%) for employees within Emergency Operations Command who will be offered leave (for vacation bid and day to day leave).

#### I. Day Work Leave

Straight day personnel shall be granted eight (8) hours compensatory leave every three (3) months.



J. Personal Leave

Two and one-half (2.5) paid personal leave days per leave year including the four (4) hours in lieu of the former General Election Day Holiday shall be granted to each employee eligible for annual leave. A personal leave day consists of eight (8) hours and shall be requested and approved in advance of use. There shall be no accumulation of personal leave days and unused personal leave shall be forfeited at the end of the leave year or upon termination of employment.

K. Bereavement Leave

Members of the Unit shall be entitled to use accumulated sick leave for the purpose of bereavement when a death occurs in a member's family. A maximum amount of sick leave used shall not normally exceed three (3) working days. The term "family" shall mean and include the member's spouse, child, sister, brother, parent, grandparent and aunt or uncle. Leave needed beyond three (3) days because of travel distance, religious requirements or other extenuating circumstances may be extended on a case-by-case basis, but in no instance shall such bereavement leave be approved beyond seven (7) working days. Effective with the 1994 leave year, the first three (3) days of bereavement leave taken upon the death of a parent, spouse or child will be administrative leave rather than sick leave.

L. Additional Leave

In the event the County Executive grants administrative leave to nonessential County employees because of extreme inclement weather or other hazardous working conditions, which may prevent employees from reporting to work or which may require early release from work, those employees required by the Fire Department to perform duties will be entitled to receive one hour of compensatory time for each hour worked during the emergency (not to exceed eight (8) hours per employee per twenty four (24) hour period), in addition to any pay to which they are entitled for that period.

M. Conference and Seminars

Members of the bargaining unit shall be granted time to attend conventions and conferences without loss of pay or leave with prior approval of the County Fire Chief (not to be unreasonably withheld), and further provided that such meetings shall not exceed three (3) per fiscal year and that not more than four (4) union members request such approval. The County Fire Chief will be notified thirty (30) days in advance of such meetings. Notice of less than thirty (30) days will be accepted where there are unusual circumstances which prevent giving thirty (30) days notice. In no event shall notice be less than seven (7) days.

N. Leave for Negotiations

Employees (not to exceed five (5) in number) who, upon request of the Union, are excused from their regular assignment for the purpose of participating in negotiation sessions with representatives of the County, shall suffer no loss of pay or leave.

O. Union President Leave

The President of the Union shall be granted administrative leave with pay as may be required for the purpose of discharging his official duties as Union President.

P. Administration of Leave

The provisions governing the administration of the above types of leave as well as other types of leave (holiday, administrative, military, military leave without pay, disability, leave without pay, absence without leave, compensatory) are specified in Division 17 of the Personnel Law and applicable Administrative Procedures, unless otherwise specified in this schedule or the contract.

**8. PAY IN EXCESS OF BASE SALARY**

A. Acting Pay

When an employee assumes a higher rank in an acting capacity, for a period of greater than seven (7) consecutive days, he/she shall be paid at a rate of pay which is equivalent to a one-step increase or the minimum necessary to place the employee at the entry level rate of the higher grade, and shall continue to be paid at that rate until relieved by the person for whom he/she is acting, or by a person of rank equal to that position, who is permanently assigned to that station or bureau. Beginning with the forty-sixth (46th) consecutive day in such acting capacity, an employee shall be paid at a rate of pay which is ten percent (10%) above his/her regular rate of pay or the minimum necessary to place the employee at the entry level rate of the higher grade, whichever is greater, while he or she continues to work in the acting capacity.

Where the Department elects to replace an employee receiving acting pay under this provision with another employee who works in an acting capacity, the new acting employee will begin receiving acting pay immediately. Further, in such circumstances, the forty-five (45) days contemplated by paragraph two, above, shall be cumulative (the new employee will receive credit for the time both he/she and the other employee worked in an acting capacity). The Department agrees that it will normally select the person who is highest on the current promotional list for the rank equal to the acting position when exercising its right to replace an employee in acting status under this provision, and it will bypass the next person on the promotional list for acting duty only when prudent operations require it.

B. Call-Back Pay

An employee who is called back to work from off-duty, and does in fact perform duties in behalf of the Prince George's County Fire Department during his/her normal off-duty hours, by career officers authorized by the County Fire Chief, shall be paid the minimum of four (4) hours at one and one-half (1 1/2) times his/her regular rate of pay. This provision shall not apply to administrative hearings or disciplinary procedures. However, management will attempt to schedule such hearings and/or procedures during the normal duty hours of the employee; or, at a time mutually agreeable to both parties.

C. Early Reporting Time

An employee who is called in to work by career officers authorized by the County Fire Chief for two (2) hours or less immediately before his/her normally scheduled starting time shall be paid for such hours at one and one-half (1 1/2) times his/her regular rate of pay and will be paid his/her regular rate of pay beginning with his/her regular starting time. The callback provision shall apply to an employee called into work more than two (2) hours immediately before his/her regularly scheduled starting time.

D. Holidays and Holiday Pay

The following shall be designated as holidays for employees covered under this Salary Schedule:

New Year's Day	Independence Day
Martin Luther King's Birthday	Labor Day
Washington's Birthday	Columbus Day
Fire Fighter Recognition Day	Veteran's Day
(Friday before the observance of	Thanksgiving Day
Memorial Day)	County Employee's Appreciation Day
Memorial Day	Christmas Day
Presidential Inauguration Day	
(every 4 years)	

For the purpose of this Section the Christmas Day holiday shall apply to all employees who work during the twenty-four (24) hour period beginning at 1900 hours on December 24 and the New Year's Day holiday shall apply to all employees who work during the twenty-four (24) hour period beginning at 1900 hours on December 31.

No employee shall work on a holiday unless directed to do so by the County.

If an employee works on a designated holiday which coincides with his/her regularly scheduled work hours, 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 (except overtime).

If an employee is granted leave on a designated holiday which coincides with his/her regularly scheduled work hours, he/she shall be paid his/her regular straight time pay for such leave on the holiday.

If a twenty-four (24) hour shift employee works twelve (12) hours on a designated holiday which coincides with his/her regularly scheduled work hours and is granted leave for the remaining twelve (12) hours of his/her shift, he/she shall be paid two (2) times his/her regular rate of pay for the twelve (12) hours worked plus his/her regular straight time pay for the twelve (12) hours on leave.

If an employee is required to work on a holiday which coincides with a day on which his/her regularly scheduled day off occurs, he/she shall be compensated at the rate of one and one-half (1 1/2) times his/her regular rate of pay for all hours worked on the holiday. In addition, shift personnel who are required to work on a holiday which coincides with their regularly scheduled day off shall earn eight (8) hours of compensatory leave.

Shift personnel on assigned day off on a holiday shall earn eight (8) hours of compensatory leave. Straight day personnel on assigned day off on a holiday shall receive another day off.

#### E. Special Duty Pay

For employees hired on or after January 1, 1999, once certified as a paramedic, they will have four percent (4%) CE pay (formerly called "special duty pay") to salary on above scale, such pay to be added to base pay for pension and other purposes

For employees hired after January 1, 1999, once certified as a paramedic, new ERT employees will be paid at the overtime rate for the hours required to maintain EMT-P certification. The special duty pay described above will be added to the base pay. It is understood that base pay does not include EIP payments and EIP payments are not computed based on base pay.

The special duty pay described above will be added to the base pay. It is understood that base pay does not include EIP payments and EIP payments are not computed based on base pay.

#### F. EMT Pay

Employees covered by this Salary Schedule who were hired before January 1, 1999 and who retain the required level of EMT certification will receive EMT pay of Forty-two Dollars (\$42.00) per pay period. Effective the first full pay period on or after July 1, 2000, EMT Pay will be increased to fifty dollars (\$50.00)

#### G. Stand-By Duty

There shall be two (2) tours of stand-by duty:

Monday 0700 - Friday 1500  
Friday 1500 - Monday 0700

A bargaining unit employee required by the Fire Chief or his designee to be on standby during the Monday through Friday tour of duty shall be compensated at the rate of two (2) hours of compensatory time per day; the rate of compensation for the Friday through Monday tour shall be four (4) hours of compensatory time per day. The rate of compensation for standing by on a designated holiday shall be a total of eight (8) hours of compensatory time. An employee who is called back to active duty while on standby will receive no standby pay for the day on which the active duty was performed.

This Section shall not apply to unusual circumstances which result in the Department's Emergency Operation Plan being placed into effect, provided that when a "yellow alert" is in effect for seventy-two (72) hours those affected employees shall receive one (1) day's pay. In addition, affected employees shall be compensated at a rate of one day's pay for each subsequent seventy-two (72) hours on alert.

#### H. Pay While on I.O.J. Leave

Any employee who, in accordance with Section VII, G., above, is on I.O.J. or disability leave shall receive all pay during said period as disability income.

#### I. Overtime Pay

1. Any employee covered by this Salary Schedule who is scheduled on straight day work and who is authorized to and who works in excess of eighty (80) hours in a pay period, or any employee covered by this Salary Schedule who is scheduled on shiftwork who is authorized to and who works in excess of eighty-four (84) hours in a pay period shall have the option of receiving pay at the rate of one and one-half (1 1/2) hours for each overtime hour or receiving compensatory time at the rate of one and one-half (1 1/2) hours for each overtime hour worked. Any employee entitled to be granted compensatory leave shall be granted such leave by the Fire Chief. Compensatory leave in excess of eight (8) hours shall be used within sixty (60) calendar days subsequent to its being earned.

#### 2. Calculation of Overtime

Each hour of overtime shall be compensated as follows:

1-14 minutes	no compensation
15-29 minutes	compensatory leave at rate of 1 1/2 times of time worked
30-44 minutes	one-half hour wages at 1 1/2 times plus compensatory time for actual time worked over 30 minutes
45-60 minutes	one (1) hour of wages at 1 1/2 times

### 9. GROUP HEALTH INSURANCE

The County shall contribute seventy-five percent (75%) to the cost of the County's point of service health insurance plans for any employee who elects to participate in the plan. Participating employees shall contribute the remaining twenty-five percent (25%).

The County shall contribute eighty percent (80%) to the cost of a prepaid group health plan or Health Maintenance Organization (HMO) for any employee who elects to participate in the program. Participating employees shall contribute the remaining twenty percent (20%).

Employees who provide proof of other medical coverage may choose to receive a credit instead of enrolling in a medical plan with the County.

Employees who retire on or after the dates of coverage indicated in paragraphs A. and B., above, will pay the contribution rates indicated for the type of coverage they have elected (i.e., those who participate in the County's health insurance program (CountyCare Choice) and retire on or after July 1, 1991 or July 1, 1994 will pay twenty percent (20%) or twenty-five percent (25%), respectively; those who participate in a prepaid group health plan or a Health Maintenance Organization (HMO) and retire on or after July 1, 1991 will pay twenty percent (20%).)

The County shall contribute ninety percent (90%) to the County's vision care program for any employee or retiree who elects to participate in that program. The participating employee or retiree shall contribute the remaining ten percent (10%).

The Union shall contribute eleven thousand dollars (\$11,000) per year to the County's deductible prescription program for employees covered by this Agreement who elect to participate in that program. The employee shall contribute 1c per month for single coverage or 2c per month for family coverage, and the County shall contribute the remaining premium.

The County will pay ninety percent (90%) of the County's deductible prescription payment for any retiree who elects to participate.

Retirees shall have extended to them the same open enrollment opportunities to elect participation in health insurance coverage as active employees covered by this Agreement.

The County has agreed to extend this provision regarding contributions to the County's deductible prescription and vision care programs to current retirees with the express understanding and agreement of the parties that the County has not waived any rights it has with regard to whether matters affecting retirees constitute mandatory subjects of bargaining.

Two Dental Plans are available to employees, the cost of which is paid by the employee if the employee elects to enroll in either of the plans.

Employees may choose to enroll in a Long-Term Disability Program offering fifty percent (50%) or sixty percent (60%) of annual salary up to normal social security retirement age. Employees will pay the full cost of whichever option is chosen.

Employees may contribute up to five thousand dollars (\$5,000) in a dependent flexible spending account and up to three thousand dollars (\$3,000) in a medical flexible spending account. The minimum that may be contributed to either account is five dollars (\$5) per pay period for the 1999 Plan Year.

#### **10. LIFE INSURANCE UNDER THE BENEFLEX PROGRAM**

The County will provide employees covered by this Salary Schedule with the County basic group term life insurance policy with a benefit of two times the employee's annual salary (rounded to the nearest \$1,000) but not to exceed Two Hundred Thousand Dollars (\$200,000).

Employees may choose to increase their life insurance from one to four times their annual salary up to a total of eight hundred thousand dollars (\$800,000) including the base amount provided by the County. Employees will pay for the increased coverage at rates based on their age. Employees may choose to reduce their life insurance to one times their annual salary and receive a credit.

Effective July 1, 1989, the County will provide a supplemental life insurance benefit to an employee covered by this Agreement who retires until age sixty (60) in an amount equal to the difference between the face value of his/her County basic term life insurance at the date of retirement and the decreased insured value of his/her County basic term life insurance after date of retirement. When the retiree attains age sixty (60), the retiree's total life insurance benefit shall be reduced by fifteen percent (15%) of the original face value per year, to a residual of twenty-five percent (25%) by reducing the supplemental life insurance benefit by twenty percent (20%) on the first (1st) day of the calendar month coinciding with or next following the date of his/her attainment of age sixty (60). On each of the next four (4) anniversaries the supplemental life insurance benefit will be reduced by the same dollar amount. The total combined life insurance benefit which the County will provide pursuant to the foregoing under the County's basic term life insurance policy and the supplemental life insurance policy will equal two times the employee's annual salary (rounded to the nearest \$1,000) but not to exceed One Hundred Fifty Thousand Dollars (\$150,000) or Two Hundred Thousand Dollars (\$200,000) effective July 1, 1994.

The five thousand dollar (\$5,000) accidental death insurance policy the County maintains for employees covered by this Agreement shall be payable in the amount of fifty thousand dollars (\$50,000) to an employee's designated beneficiary should the employee be killed in the line of duty.

#### **11. SOCIAL SECURITY**

Effective January 1, 1999, the County and each employee paid in accordance with this Salary Schedule shall make contributions to the Social Security fund at 7.65% of the first \$72,600, and 1.45% of the remainder paid in wages per employee per calendar year. Employee contributions shall be made through payroll deductions.

Subsequent changes in the Social Security tax rate and/or the taxable wage base as enacted through Federal legislation shall be applied in computing Social Security contributions by the County and each employee.

#### **12. WORKERS' COMPENSATION**

The County will provide at its own cost all benefits due to an employee pursuant to the Maryland Workers' Compensation Law, Title 9 of the Maryland Labor and Employment Code Annotated.

#### **13. UNIFORMS**

Required uniforms, with the exception of dress shoes, shall be provided by the County.

**14. CLOTHING ALLOWANCE**

Employees covered by this Salary Schedule shall receive a clothing allowance of Eight Hundred Fifty Dollars (\$850.00) per year. Effective Fiscal Year 2001, the clothing allowance will be increased to nine hundred dollars (\$900.00) per year. This clothing allowance is not considered part of the employee's base pay, and will be paid in one (1) installment in July of each Fiscal Year.

**15. PHYSICAL TRAINING SUPPLEMENT**

Employees covered by this Salary Schedule shall receive a Physical Training Supplement of Two Hundred Twenty-five Dollars (\$225.00) per year. This physical training supplement is not considered part of the employee's base pay, and will be paid in one (1) installment in July of each Fiscal Year.

**16. VACANCIES**

All vacancies caused by permanent departure from the Department -- retirement, discharge, promotion or other (excluding disability leave) -- will be filled within ninety (90) days of the vacancy or within ninety (90) days of establishment of an eligibility list, whichever occurs later, or the first person on the eligibility list (or subsequent persons depending on the number of vacancies) will be paid as if he, she or they had been promoted from the ninety-first (91st) day on. The Department has the authority to eliminate the position during the ninety (90) day period; but if the position is restored, the first person on the promotional list (or subsequent persons depending on the number of vacancies) will be paid as if he, she or they had been promoted from the ninety-first (91st) day on.

**17. TUITION ASSISTANCE AND EDUCATION INCENTIVE**

Effective July 1, 1980, payment to employees receiving Educational Incentive Pay shall be frozen at their then existing dollar amount. All new hires and any employee not receiving E.I.P. benefits as of July 1, 1980, shall not be eligible to participate in the Educational Incentive Program.

**18. DEATH AND DISABILITY PAYMENTS**

Any condition or impairment of health of any person employed by Prince George's County, Maryland, as a Fire Fighter caused by lung disease, heart disease or hypertension resulting in total partial disability or death, shall be presumed to be a service-connected disability and to have been suffered in the line of duty and as a result of his/her employment.

Any such employee whose disability results from a condition or impairment of health caused by lung disease, heart disease or hypertension, shall receive such benefits as the employee may be entitled to under any existing or hereinafter created retirement or employee benefit system.



It is the intention of this Section for any such County employee who suffers from a condition or impairment of health caused by lung disease, heart disease or hypertension to receive full service-connected disability benefits from any retirement or employee benefit system unless evidence is produced which shall demonstrate to a reasonable degree of medical certainty that the employee's impairment of health or disability is not related to his/her employment.

This Section shall apply to all pending claims for service- connected disability benefits irrespective of the time when the condition or impairment of health shall have first become manifested.

## **19. RETIREMENT CONTRIBUTIONS**

Effective July 1, 1995, the employee contribution to the retirement trust fund shall be increased to four percent (4%) of base payroll.

## **20. HOLD HARMLESS BENEFIT CALCULATION**

For any employee covered by this Agreement who retires during the period from July 1, 1999 through June 30, 2001, "Average Annual Compensation," as that term is defined in the Pension Plan, will be calculated as if the employee had received all merit steps in Fiscal Year 1996 and 1997 on his/her anniversary date that the employee otherwise would have been eligible to receive but for the deferral of such merit step increases in Fiscal Year 1996 and/or 1997.

## **21. IRS PICKUP PLAN**

The County shall pick up, within the meaning of Section 414(h) (2) of the Internal Revenue Code, the employee contributions required by Section 7.5 (Contribution to Retirement Trust Fund) of the Agreement. Such amounts:

A. Are designated as employee contributions to be picked up by the County within the meaning of Section 414(h) (2) of the Internal Revenue Code and shall be treated as employer contributions in determining the tax treatment of such amounts under that section;

B. Shall reduce the taxable compensation of the employee in an amount that equals the employee contributions picked up by the County;

C. Shall be paid by the County from the same source of funds that is used to pay compensation to the employee;

D. Shall, for all other purposes, be treated in the same manner and to the same extent as employee contributions made before establishment of the pickup plan.

Employees shall not be entitled to receive such amounts directly in lieu of having such amounts picked up by the County. This pickup plan becomes effective for pay periods beginning on or after its approval by the County Executive and the County Council. The County shall apply to the Internal Revenue Service for a private letter ruling with respect to the pickup plan, but

neither the application nor the receipt of such a ruling are prerequisites to the implementation of the pickup plan.

**22. PRINCE GEORGE'S PROFESSIONAL FIRE FIGHTERS P.A.C. PAYROLL DEDUCTION**

The County agrees to deduct on a biweekly basis from the payroll checks of employees covered by this Salary Schedule who so request in writing voluntary contributions to the Prince George's Professional Fire Fighters P.A.C. payroll deduction fund. The Union agrees to indemnify and hold harmless the County from any loss or damages arising from the operation of this provision.

**23. INCENTIVE AWARDS**

To the extent that funds have been appropriated for such purpose, employees may be granted incentive awards, subject to the provisions of Section 16-209 of the Personnel Law.

**24. PAY PLAN POLICY STATEMENT**

It is the policy of the County that benefits afforded to employees in the Salary Plan are governed by the specific salary schedule to which an employee is currently assigned. If an employee is transferred, promoted, demoted, or in any way moves from one salary schedule to another, any benefits unique to or expressly a function of the former salary schedule are not carried over.