

COUNTY COUNCIL OF PRINCE GEORGE'S COUNTY, MARYLAND
2013 Legislative Session

Bill No. CB-98-2013

Chapter No. 76

Proposed and Presented by The Chair (by request – County Executive)

Introduced by Council Members Harrison, Davis, Franklin, Lehman,
Olson, Patterson, Toles, and Turner

Date of Introduction October 22, 2013

BILL

1 AN ACT concerning

2 Collective Bargaining Agreement – International Association of
3 Fire Fighters, Local 1619, AFL-CIO
4 (Civilians)

5 For the purpose of approving the labor agreement by and between Prince George's County,
6 Maryland and the International Association of Fire Fighters, Local 1619, AFL-CIO (Civilians) to
7 provide for wages and certain other terms and conditions of employment for personnel
8 classifications certified by the Prince George's County Public Employee Relations Board.

9 BY repealing and reenacting with amendments:

10 SUBTITLE 16. PERSONNEL.

11 Section 16-233(f)(20),

12 The Prince George's County Code

13 (2011 Edition).

14 SECTION 1. BE IT ENACTED by the County Council of Prince George's County,
15 Maryland, that Section 16-233(f)(20) of the Prince George's County Code be and the same is
16 hereby repealed and reenacted with the following amendments:

17 SUBTITLE 16. PERSONNEL.

18 DIVISION 19. COLLECTIVE BARGAINING.

19 **Sec. 16-233. General.**

20 (f) The following collective bargaining agreements are hereby adopted and approved:

21 (20) **Declaration of Approval – International Association of Fire Fighters, Local**
22 **1619, AFL-CIO (Civilians).**

The County Council of Prince George's County, Maryland, having fully considered the labor agreement concluded between Prince George's County, Maryland and International Association of Fire Fighters, Local 1619, AFL-CIO (Civilians) on [March 23, 2012] October 10, 2013, hereby approves said agreement for [nonuniformed] civilian employees in the Fire/EMS Department in accordance with the provisions of Section 13A-109 of the Prince George's County Code.

SECTION 2. BE IT FURTHER ENACTED that this Act shall take effect forty-five (45) calendar days after it becomes law and that the Agreement, unless specifically stated otherwise in a specific provision, shall be retroactively effective to July 1, 2013.

Adopted this 19th day of November, 2013.

COUNTY COUNCIL OF PRINCE
GEORGE'S COUNTY, MARYLAND

BY: _____
Andrea C. Harrison
Chair

ATTEST:

Redis C. Floyd
Clerk of the Council

APPROVED:

DATE: _____ BY: _____
Rushern L. Baker, III
County Executive

KEY:

Underscoring indicates language added to existing law.

[Brackets] indicate language deleted from existing law.

Asterisks *** indicate intervening existing Code provisions that remain unchanged.

AGREEMENT MADE BY
AND BETWEEN
PRINCE GEORGE'S COUNTY, MARYLAND
AND
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS
LOCAL 1619
CIVILIAN BARGAINING UNIT
JULY 1, 2013 THROUGH JUNE 30, 2015

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PURPOSE

A. This Collective Bargaining Agreement (hereinafter the "Agreement") is entered into by Prince George's County, Maryland (hereinafter the "County") and Local 1619 International Association of Fire Fighters, AFL-CIO, (hereinafter the "Union" or the "IAFF"). It is the purpose of this Agreement to ensure that all work performed under it shall be performed efficiently, economically and without interruption.

B. In order to maintain a spirit of harmony, labor-management peace, and stability during the term of this Agreement, the parties agree to establish effective and binding methods for the settlement of all misunderstandings, disputes or grievances which may arise under the Agreement. Therefore, the IAFF agrees not to engage in any strike, and the County agrees not to engage in any lockout.

ARTICLE 1 -- RECOGNITION

A. The County recognizes the Union as the sole and exclusive bargaining agent of the civilian employees of the Prince George's County Fire/EMS Department in the units for which it was certified by the Prince George's County Public Employee Relations Board. (See Attachment A.)

B. Effective July 1, 2001, subject to an amendment of certification by the Public Employee Relations Board, Fire Inspector I and Fire Inspector II are added to Unit I of this bargaining unit, Fire Inspector Supervisor, Property Standards Inspector IV and Community Developer IV are added to Unit III of this bargaining unit, hereinafter referred to as Civilian Employees of the Prince George's County Fire/EMS Department. Effective July 1, 2005, subject to an amendment of certification by the Public Employee Relations Board, Heavy Equipment Mechanic I, II, and III are added to Unit I of this bargaining unit, Master Equipment Mechanic is added to Unit II; and Fire Inspector III is added to Unit III of this bargaining unit; hereinafter referred to as Civilian Employees of the Prince George's County Fire/EMS Department.

C. The provisions of this Agreement shall apply to all unit members unless otherwise specified.

ARTICLE 2 -- EQUAL EMPLOYMENT OPPORTUNITY

Section 2.1 Policy

A. It is the policy of the County to provide equal opportunities in employment; 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, disability, marital status, or labor organization affiliation; and to promote and implement a positive and continuing program of equal employment opportunity.

B. It is the policy of the Union that it shall not discriminate against any employee or cause or attempt to cause the County to discriminate against any employee because of race, age, color, religion, creed, sex, sexual orientation, political affiliation, country of national origin, disability, marital status or labor organization affiliation.

C. The provisions of this Agreement shall be applied equally to all employees without discrimination on the basis of race, color, creed, sex, sexual orientation, marital status, religion, union or political affiliation, country of origin, age or disability.

ARTICLE 3 -- ORGANIZATIONAL SECURITY

Section 3.1 Union Membership

All employees covered by this Agreement who are members of the Union or who elect to become members of the Union shall, pursuant to Section 3.2, remain members of the Union for the duration of this Agreement. All employees covered by this Agreement who elect not to become members of the Union shall be required, as a condition of continued employment, to pay a monthly service fee in an amount not greater than the monthly dues paid by members of the Union, which fees shall be remitted to the Union.

Section 3.2 Check Off

A. Upon the presentation by the Union of a list of the individual employees covered by this Agreement for each of whom the Union certifies to have on file a written authorization for dues deduction or service fee deduction duly executed by the employee, the Union shall be entitled to have such employees' membership dues or service fees deducted from their paychecks on a biweekly basis. Such authorization shall be irrevocable and automatically renewed from year to year thereafter unless revoked by the employee pursuant to Section 13A-108(c) of the Labor Code.

B. The amounts to be deducted shall be certified to the County by the Treasurer of the Union, and the aggregate deductions of all employees shall be remitted monthly to the Union along with an itemized statement.

C. The Union agrees to hold harmless and indemnify the County for any liability arising from the application of this Article.

D. Except as otherwise expressly provided in this contract, the Employer will not seek to encourage or discourage Union membership.

Section 3.3 Conferences and Seminars

A. 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 six (6) per fiscal year and that not more than two (2) members of the bargaining unit request such approval.

B. 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.

Section 3.4 Leave for Negotiations

Employees (not to exceed three (3) in number) who, upon the 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.

Section 3.5 Union President

The President of the Union and one (1) additional employee selected by the President shall be granted administrative leave with pay as may be required for the purpose of discharging official duties of the Union. As used in this Article, "additional member" is the same person granted release from full-duties to perform work on behalf of IAFF Local 1619-- Sworn Unit.

Section 3.6 Communication Distribution

Provided always that the distribution needs of the Fire/EMS Department be paramount, the Union will be permitted to use the Fire/EMS Department's courier service for distribution of official Union communications. The President of Local 1619 shall be designated as a distributee of information distributed to the fire service.

Section 3.7 Union Pins and Jackets

The employees shall be allowed to wear a pin and/or watch fob showing their Fire/EMS Department Union affiliation on the official Fire/EMS Department uniform. Employees may wear an IAFF jacket with their uniform to and from work.

Section 3.8 Non-participation in Volunteer Activities

No career employee shall be required to participate in fundraising activities of a volunteer corporation (for example: bingos, crab feasts, or any business that relates to private volunteer corporations).

Section 3.9 P.A.C. Deduction

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

Section 3.10 Job Security

All employees covered by this Agreement, regardless of their tenure with the County will not be terminated from employment with Prince George's County for lack of work as the result of outside contractors or temporary employees carrying out the duties normally performed by those employees.

ARTICLE 4 -- MANAGEMENT RIGHTS

Except as specifically modified or restricted in this Agreement, the County reserves the right to determine the standards of service offered the public; to maintain the efficiency of the County's operations; to determine the methods, means and personnel by which the County's operations are to be conducted; to direct the work of its employees; to hire, promote, demote, transfer, assign and retain employees in positions; to suspend or discharge employees for just cause; to relieve employees from duty because of lack of work; and to take any action necessary to carry out the mission of the County.

ARTICLE 5 -- WAGES

Section 5.1 Wages

A. Fiscal Year 2014

1. Effective November 17, 2013, employees covered by this Agreement will receive a two percent (2.0%) increase in their base hourly rates of pay.

2. Employees covered by this Agreement who are otherwise eligible to receive a merit increase during the period from July 1, 2013 through June 30, 2014, will receive it up to the maximum of the applicable pay grade.

B. Fiscal Year 2015

1. Employees covered by this Agreement who are otherwise eligible to receive a merit increase during the period from July 1, 2014 through June 30, 2015, will receive it up to the maximum of the applicable pay grade.

2. Employees covered by this Agreement who were otherwise eligible to receive a merit increase during the period from July 1, 2012 through June 30, 2013, (i.e. Fiscal Year 2013) will receive the merit increase, up to the maximum of the applicable pay grade, effective the first full pay period beginning on or after October 1, 2014. There will be no retroactive payment for this merit increase.

C. Wage Scale for Bargaining Unit Members

1. Amend the Pay Scale effective July 1, 1998, to provide a longevity step which is three percent (3%) above the maximum step. An employee will be eligible to advance to this longevity step on his/her anniversary date occurring on or after the date the employee has completed nineteen (19) years of service.

2. Amend the Pay Scale effective July 4, 1999, to supercede the modification effective July 1, 1998, described in the previous paragraph, and provide the following longevity steps:

- a. L1 - Three percent (3%) above the maximum rate, to which an employee

will be eligible to advance after completing seventeen (17) years of service.

b. L2 - Three percent (3%) above the L1 rate, to which an employee will be eligible to advance after completing nineteen (19) years of service.

c. L3 - Three percent (3%) above the L2 rate, to which an employee will be eligible to advance after completing twenty-two (22) years of service.

d. L4 - Three percent (3%) above the L3 rate, to which an employee will be eligible to advance after completing twenty-five (25) years of service.

e. L5 - Two and one-half percent (2.5%) above the L4 rate, to which an employee will be eligible to advance after completing twenty-eight (28) years of service.

3. The longevity steps, described above, will be phased in as follows:

a. Beginning in FY2000, advancement to a longevity step will be effective on an employee's anniversary date.

b. An employee at the maximum rate (or the current longevity rate), whose anniversary date falls between July 1 and July 3, 1999, and who has completed the required years of service for a longevity step (after subtracting two (2) years for lack of credit toward a merit increase during FY1996 and FY1997) will advance to the first (or next) longevity step, as appropriate, effective on July 4, 1999.

c. An employee, whose years of service (after subtracting two (2) years for lack of credit toward a merit increase during FY1996 and FY1997) would otherwise warrant his/her advancement by more than a single longevity step during FY2000, will only advance at the rate of one longevity step per fiscal year until the employee reaches the longevity step appropriate for his/her years of service (adjusted for two (2) years' lack of credit toward a merit increase during FY1996 and FY1997).

4. Effective July 1, 2001, amend the Pay Scale to provide for the following modifications:

a. The maximum rate in effect on June 30, 2001 is increased one and seven-tenths percent (1.7%).

5. Longevity Steps are adjusted as follows:

a. L1 - Three percent (3%) above the maximum rate, to which an employee will be eligible to advance after completing seventeen (17) years of service.

b. L2 - Three percent (3%) above the L1 rate, to which an employee will be eligible to advance after completing nineteen (19) years of service.

c. L3 - Three percent (3%) above the L2 rate, to which an employee will be eligible to advance after completing twenty-one (21) years of service.

d. L4 - Three percent (3%) above the L3 rate, to which an employee will be eligible to advance after completing twenty-three (23) years of service.

e. L5 - Three percent (3%) above the L4 rate, to which an employee will be eligible to advance after completing twenty-five (25) years of service.

f. L6 - Two and one-half percent (2.5%) above the L5 rate, to which an employee will be eligible to advance after completing twenty-seven (27) years of service.

6. Effective July 1, 2003, amend the Pay Scale to provide for the following modification:

L6 – Three percent (3%) above the L5 rate, to which an employee will be eligible to advance after completing twenty-seven (27) years of service.

7. Effective July 1, 2005, L6 will become the new maximum pay rate and will be increased by two and one-half percent (2.5%). There will no longer be steps L1 through L6, only minimum and maximum pay rates. Employees who are at max on July 1, 2005, will receive this increase on their anniversary date. Effective July 1, 2006, the maximum pay rate will be increased again by two and one-half percent (2.5%). Employees, who are at max on July 1 2006, will receive this increase on their anniversary date.

8. An employee, whose years of service (after subtracting two (2) years for lack of credit toward a merit increase during FY1996 and FY1997) would otherwise warrant his/her advancement by more than a single longevity step during FY2006 or FY2007, will only advance at the rate of one longevity step per fiscal year until the employee reaches the longevity step appropriate for his/her years of service (adjusted for two (2) years' lack of credit toward a merit increase during FY1996 and FY1997).

9. Effective July 1, 2008, the maximum pay rate will be increased by three and one-half percent (3.5%).

10. Effective November 17, 2013, the minimum and maximum pay rates will be increased by two percent (2%).

D. Shift Differential

1. Any full-time employee whose regularly assigned tour of duty requires that at least fifty percent (50%) of the standard workday be between the hours of 6 p.m. and 6 a.m. will be eligible for shift differential pay of seventy cents (\$.70) per hour for all hours actually worked between 6 p.m. and 6 a.m.

2. Shift differential is considered as premium pay and shall not be included in the rate of base pay used to compute:

a. all leave categories as provided in Division 17 of the Personnel Law;

- b. holiday premium pay; and,
- c. retirement and insurance deductions and benefits.

E. Acting Pay

When an employee assumes a higher rank in an acting capacity for a period greater than fourteen (14) consecutive days, he/she shall be paid at a rate which is ten percent (10%) above his/her regular rate of pay, 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 equal rank to that position, who is permanently assigned to that office/bureau.

F. Filling Vacancies

1. A "vacancy" is a permanent opening created by the termination, transfer, promotion or retirement of an incumbent bargaining unit employee which the County intends to fill or which is created when the County determines its operational needs require additional bargaining unit employees. Whenever a vacancy occurs, and the County elects, in its discretion, to fill the vacancy through the competitive process, the County will advertise the specific position and the Department will inform bargaining unit employees through email notification. The Union at the same time will be notified of the vacancy in writing. Any employee covered by this Agreement may apply for any vacancy, as defined in this Section 5.1.F. The Department may, at its discretion, fill vacancies for General Clerk I/II or Administrative Aide I/II by requesting a list of eligibles from an open and continuous register maintained by the County, without being required to create a new register to fill these positions. However, the County will notify all bargaining unit members by email of the opening of any open and continuous register from which the County may fill bargaining unit positions, and inform the members that a bargaining unit position may be filled from that register without further opportunity for the members to apply for that position. Members will be so notified when the announcement opens, but in no event less than ten (10) days before the announcement closes.
2. When a bargaining unit member applies for a vacancy through the normal competitive process and is determined to be qualified for the position, the name of the qualified bargaining unit employee will be placed on the list of eligibles sent to the Fire/EMS Department for its consideration. The Fire/EMS Department will ensure that any bargaining unit member on any list of eligibles will be granted an interview for the position vacancy. The interview panel shall include the Union President or his /her designee and shall not be a voting member.
3. The County, at all times, shall have the right to:
 - a. determine which candidates meet the standards and qualifications set forth for any position/vacancy.

- b. advertise/communicate position vacancy announcements simultaneously to all available sources, including employees within the bargaining unit, the County employee population, and to the public at large.
 - c. to interview candidates for vacant positions from any applicant pool in a single unified process or from any bargaining unit/County employee applicants first as the County determines appropriate under the circumstances.
- 4. If a bargaining unit employee meets all standards and qualifications set forth in the position, has no disciplinary action(s) in the employee's personnel file and is rated at least satisfactory in performance, the bargaining unit employee shall be selected for the position. A bargaining unit employee who has disciplinary action(s) in the employee's personnel file shall still be eligible for promotion although, not subject to the preference described herein.
- 5. Anything in this Agreement to the contrary notwithstanding, for the purpose of this preference provision, the term "all standards and qualifications" include minimal qualifications and requirements set forth in the position as well as all preferred, additional qualifications as determined by the County for the position, both objective and subjective.
- 6. If more than one bargaining unit employee meets the requirements set forth in 4 above, the County shall not be obligated to select the senior employee, but may make the selection which best suites the need of the County in the discretion of the County.
- 7. When the Department temporarily, via an acting position, places a bargaining unit employee into a vacancy ("vacancy" has the same meaning as defined in Section 5.1.F.1 of this Agreement), the Department shall adhere to the following procedures:
 - A. The position shall be announced by Department wide email. Instructions and qualifications for applying for transfer to the Acting Position shall be included in the announcement.
 - B. The application period shall be open for a minimum of seven (7) days.
 - C. The Department shall allow members of the bargaining unit to apply for the Acting Position and shall interview all qualified applicants for the position.
 - D. The interview panel shall include the Union President or his /her designee, who shall not be a voting member.
 - E. The Department retains the sole discretion to make the decision regarding which employee shall be selected for the acting position. Nothing in this Section affects the Department's and/or the County's ability to choose which employee, if any, will ultimately be promoted to that position. The fact that an employee is granted an acting position does not create an entitlement to promotion to that position.
 - F. The parties agree that the Department will not be prohibited from immediately filling this position pending the process outlined in this Section (5.1.F.7).

Section 5.2 Supplemental Retirement Benefit

A. Benefit Accrual and Amounts

1. Effective July 1, 1992, employees covered by this Agreement shall commence participation in a supplemental retirement benefit program. The supplemental retirement program will be jointly funded through County and employee contributions as described in paragraph D (Funding) below. The rate of accrual and amount of the benefit payable under this program are determined as follows:

a. Benefit accrual is at the rate of 0.6% times the number of years of actual and continuous service the employee has as a full-time Prince George's County employee, to a maximum of twenty-five (25) years of actual and continuous service, multiplied by the employee's average annual compensation, as determined pursuant to paragraph E., below.

b. Pursuant to paragraph 1, above, the maximum benefit payable to any eligible employee is fifteen percent (15%) of the employee's average annual compensation, as determined pursuant to paragraph E., below.

B. Vesting

1. Minimum Continuous Service Requirements

No employee covered by this Agreement shall be entitled to any benefit described in this Section until the employee has completed a minimum of five (5) years of actual and continuous service as an employee for Prince George's County.

2. Vested Benefit

An employee completing the minimum continuous service requirements of paragraph B.1., above, shall be entitled to receive a monthly benefit as determined pursuant to paragraph 1, above; provided, however, that no employee terminated for disciplinary reasons will be entitled to any benefit under this Section.

C. Benefit Payment

The benefit accrued by an employee under either paragraphs A. or B., above, shall not be payable until retirement at the earlier of age fifty-five (55) and fifteen (15) years of service or age sixty-two (62) and five (5) years of service; or after thirty (30) years of service regardless of age.

D. Funding

Except for the cost of the benefit increase effective July 1, 2001, as provided in paragraph G, below --which cost shall be the responsibility of the County-- the cost of funding this supplemental retirement plan for all participating employees, as determined by the Plan's actuary, will be shared on an equal basis by the employees and the County through regular contributions each pay period.

E. Definitions

1. Actual Service means service while employed as an employee of Prince George's County.

2. Average Annual Compensation means an amount computed by dividing by three (3) the compensation actually received by an employee during whatever period of thirty-six (36) consecutive months of continuous service will provide the largest total compensation for any such period.

3. Compensation means the basic compensation actually received by an employee for service rendered as an employee for Prince George's County, excluding any overtime or other premium pay, bonuses or other additional compensation.

4. Continuous Service means the most recent unbroken period of employment as an employee of Prince George's County.

F. Representative on Supplemental Pension Board

Effective when this Agreement is enacted into law, International Association of Fire Fighters Local 1619 shall nominate one (1) representative to the Board of Trustees of the Fire Fighters Supplemental Pension Plan to the County Executive.

G. Pension Plan Modifications Effective in FY98 and FY99

Credit for CETA Service The Supplemental Retirement Plan for employees covered by this Agreement will be amended to permit those plan participants who were hired before July 1, 1980, as CETA employees to receive credit for that service toward normal retirement provided this can be achieved at no additional cost to the County or to the Supplemental Retirement Plan.

H. Pension Plan Modifications Effective in FY00

Benefit Increase Effective June 30, 1999, the benefit accrual rate in Section E.2, above, shall be increased from 0.6% to 0.8% per year for up to twenty-five (25) years of service for an increase in the maximum benefit from fifteen percent (15%) to twenty percent (20%).

I. Pension Plan Modifications Effective in FY02

Benefit Increase Effective July 1, 2001, the benefit accrual rate in Section E.2, above, shall be increased from 0.8% to 1.0% per year for up to thirty (30) years of service for an increase in the maximum benefit from twenty percent (20%) to thirty percent (30%).

J. Pension Plan Modifications Effective in FY13

The Plan will be modified to incorporate the changes adopted by the Maryland State Retirement and Pension System that pertain to employees covered by this Agreement, which went into effect July 1, 2011. Specifically, employees hired on or after July 1, 2012 will be subject to the following Supplemental Plan modifications:

Vesting/Minimum Continuous Service Requirement: 10 years eligibility service

Average Annual Compensation: Average of the five (5) highest consecutive years

Benefit Payment: The benefit accrued by an employee shall not be payable until retirement at the earlier of: (1) Rule of 90 (sum of age and eligibility service must equal 90); (2) Age 65 with 10 years of eligibility service; or (3) Age 60 with 15 years eligibility service.

K. Hold Harmless Benefit Calculation.

For any employee covered by this Agreement who retires during the period beginning with the effective date of the legislation enacting this provision through June 30, 2015, "Average Annual Compensation" as that term is defined in the Supplemental Retirement Plan, will be calculated as if the employee had received all merit step increases the employee would have otherwise been eligible to receive during the period covering Fiscal Years 1996, 1997, 2010, 2011, 2012 and 2013.

L. IRS Pickup Plan

1. The County shall pick up, within the meaning of Section 414(h) (2) of the Internal Revenue Code, the employee contributions required by Section 5.2.D. (Funding) hereof. 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.

2. 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.

Section 5.3 Dues Check Off for Retirees

The Supplemental Pension Plan will permit the check off of dues.

Section 5.4 Group Health Insurance Coverage

A. During Calendar Years 2013, 2014 and 2015, the County shall contribute seventy-three percent (73%) to the cost of the County's preferred provider option health insurance plan for any employee who elects to participate in the program. Participating employees shall contribute the remaining twenty-seven percent (27%).

B. During Calendar Years 2013, 2014 and 2015, the County shall contribute seventy-eight percent (78%) 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-two (22%).

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

D. During Calendar Years 2013, 2014 and 2015, the County shall contribute eighty-eight percent (88%) to the County's deductible prescription drug and vision care programs for any employee who elects to participate in either program. The participating employee shall contribute the remaining twelve percent (12%). Employees who choose not to enroll in the Prescription Drug Plan may choose to receive a credit instead.

E. The changes in premium contribution percentages (in paragraphs A, B and D) will not become effective unless and until collective bargaining agreements and/or necessary resolutions are approved by the County Council in effect providing that such changes are effective for all County employees. Changes will not be retroactive.

F. Two dental plans are available to employees, the cost of which is paid by the employee if the employee elects to enroll in the plan.

G. 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.

H. Employees may contribute up to five thousand dollars (\$5,000.00) in a dependent flexible spending account and up to five thousand dollars (\$5,000.00) in a medical flexible spending account. Effective January 1, 2013, employees may contribute up to two thousand five-hundred dollars (\$2,500.00) in a medical flexible spending account.

I. Life Insurance. The County shall pay one hundred percent (100%) of the monthly premium for County life insurance for each employee in the amount of two (2) times the employee's annual salary up to a maximum of one hundred fifty thousand dollars (\$150,000.00). Employees may choose to increase their life insurance from one (1) to four (4) times their annual salary up to a total of seven hundred fifty thousand dollars (\$750,000.00) including the base amount provided by the County. Employees will pay for the increased coverage at rates based on their age and amount of coverage. Employees may choose to reduce their life insurance at one (1) times their annual salary and receive a credit.

J. The County shall pay a death benefit of ten thousand dollars (\$10,000.00) upon the death of any employee covered by this Agreement whose death results from an accidental personal injury arising out of and in the course of his/her employment.

K. The County has agreed to extend certain provisions of this article 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 current retirees constitute mandatory subjects of bargaining.

Section 5.5 Call-Back Pay

An employee who is called back from off-duty, and does in fact perform duties on behalf of the Prince George's County Fire/EMS Department during his/her normal off-duty hours by authority of the County Fire Chief, shall be paid the minimum of four (4) hours at one and one-half (1.5) times his/her regular rate of pay. This provision shall not apply to administrative hearings or disciplinary procedures that affect the employee. 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.

Section 5.6 Early Reporting Time

A. 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 (1.5) times his/her regular rate of pay and will be paid his/her regular rate of pay beginning with his/her regular starting time.

B. The provisions of Section 5.6 shall apply to an employee called in to work more than two (2) hours immediately before his/her regularly scheduled starting time.

Section 5.7 Holidays

A. The following shall be designated as holidays within the scope of this Agreement:

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

Section 5.8 Holiday Pay

If an employee works on a designated holiday, he/she shall be paid at the rate of two (2) times his/her regular rate of pay for all hours worked on the holiday and the employee shall not receive an additional day off.

Section 5.9 Standby Duty

A. There shall be two (2) tours of standby duty:

Monday 0700 - Friday 1500
Friday 1500 - Monday 0700

B. 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.

C. 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 (1) day's pay for each subsequent seventy-two (72) hours on alert.

Section 5.10 Pay While on I.O.J. Leave

Any employee who is on I.O.J. or disability leave shall receive all pay during said period as disability income.

Section 5.11 Clothing Allowance

Effective Fiscal Year 2004, fire inspectors and fire investigators covered by this Agreement shall receive a clothing allowance of five hundred dollars (\$500.00) 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. The County will provide fire inspectors with uniforms, safety equipment (including safety shoes and goggles) and overalls. Fire inspectors will have the option of wearing the above issued uniform or the appropriate civilian attire. The County will also provide heavy equipment mechanics and master equipment mechanics uniforms, safety shoes and mechanic tools. The Fire/EMS Department will also maintain the mechanic tools.

Section 5.12 Premium Pay

A. Effective July 1, 2012, heavy equipment mechanics and master equipment mechanics shall receive a premium of ten cents (\$0.10) per hour for each Automotive Service Excellence (ASE) certification in either the test series for Automobile (A1 through A8) and Self Contained Breathing Apparatus (SCBA), Medium/Heavy Truck (T1 through T8), or the advanced level series L1 and L2. The premium shall be added to the base hourly wage at the time. Failure to maintain a certificate will result in forfeiture of the premium pay.

B. Effective July 1, 2012, employees who are assigned to the Office of the Fire Marshal and are Maryland Police and Correctional Training Commission certified as a Law Enforcement Officer shall receive one and one half percent (1 ½ %) above their regular rate of pay. Each employee

must maintain annual certification requirements in order to receive this premium pay. This compensation is not considered part of the employee's base pay.

C. Effective July 1, 2012, employees who are assigned to the Fire/EMS Training Academy and certified as instructors through the Maryland Instructor Certification Review Board (MICRB) shall receive one and one half percent (1 ½ %) above their regular rate of pay and each employee must maintain their certification in accordance with the guidelines set forth by the State of Maryland. This compensation is not considered part of the employee's base pay.

ARTICLE 6 -- LEAVE PROVISIONS

Section 6.1 Sick Leave

Sick leave policies shall be administered in accordance with the Prince George's County Personnel Law requirements.

Section 6.2 Annual Leave

Annual leave policies shall be administered in accordance with the Prince George's County Personnel Law requirements.

1. 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).

2. 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 Subsection 1., above, or in excess of the one hundred thirty (130) days maximum allowed in the first paragraph of former Section 6.2.

3. Effective beginning with the 1997 leave year, new annual leave in excess of the three hundred sixty (360) hours limit will convert to new sick leave.

Section 6.3 Sick and Annual Leave Disposition Upon Separation

A. 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, with proper notice of separation, 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 Maryland State Retirement Systems (MSRS) 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 up to three hundred sixty (360) hours of accumulated annual leave, whichever is greater. Any remaining amount would be converted to sick leave and could be applied to purchase MSRS pension credit at the applicable rate.

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 two and one-half percent (2.5%) for each year of service (through the date of separation) at the employee's base hourly rate of pay as of January 1, 1997. However, if a fire fighter with less than twenty (20) years of actual service terminates employment as a result of death or disability, he/she shall receive a fifty percent (50%) cash-out of unused accumulated sick leave as of the end of the 1996 leave year.

5. For individuals who participate in the MSRS plan, sick leave earned beginning with the first pay period in the 1997 leave year is not subject to cash payment but may be used to purchase MSRS pension credit at the applicable rate.

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.

Section 6.4 Personal Leave

A. Twenty-eight (28) hours of paid personal leave per leave year, including the additional four (4) hours of personal leave each wage reporting year in lieu of the former General Election Day Holiday, shall be granted to each employee eligible for annual leave. A personal leave day 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. A personal leave day equals eight (8) hours. Personal leave may be taken in increments of one (1) hour.

Section 6.5 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, mother and father-in-law, 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. 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.

Section 6.6 Additional Leave Provisions

In the event the County Executive grants administrative leave to non-essential 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/EMS Department to perform duties will be entitled to receive one (1) hour of compensatory time for each hour worked during the emergency, in addition to any pay to which they are entitled for that period.

Section 6.7 Sick Leave Bank

A. The Union shall have the right to maintain a "Sick Leave Bank" for the employees covered by this Agreement. Such sick leave shall be accumulated through voluntary donations of sick leave by bargaining unit members. This leave may then be transferred to the account of another bargaining unit member with a zero annual and sick leave balance. Use of such transferred leave shall be limited to sickness or disability which incapacitates the employee.

B. The administration of this leave bank shall be the responsibility of the Union. The parties agree to develop an agreed-to form to be used for transferring sick leave under this provision. The County agrees to maintain the records of the sick leave bank and shall only transfer sick leave from this bank to the account of an employee upon receiving written authorization from the Union.

C. The parties agree to participate in a Joint Study Committee in Fiscal Year 2004, to develop more efficient ways to administer the Sick Leave Bank. A final report shall be submitted by March 31, 2004.

Section 6.8 Administration of Leave

Except as otherwise modified by this agreement, the provisions governing the administration of leave are specified in Division 17 of the Personnel Law and Administrative Procedure 284.

Section 6.9 Discretionary Leave

A. Employees covered by this Agreement are eligible for and may take one (1) day of discretionary leave per leave year. Discretionary leave may be taken in increments and must be taken with reasonable advance notice and approved prior to use. A day of discretionary leave, like a day of holiday leave, shall consist of the number of hours in the employee's regularly scheduled work shift.

B. Employees covered by this Agreement who have been employed as employees of Prince George's County for ten (10) or more years shall be eligible for one (1) day of discretionary leave per leave year in addition to the one (1) day of discretionary leave described in the above paragraph A, subject to the same limitations described in that paragraph.

C. Employees covered by this Agreement who have been employed as employees of Prince George's County for fifteen (15) or more years shall be eligible for two (2) days of discretionary leave per leave year in addition to the one (1) day of discretionary leave described in the above paragraph A, subject to the same limitations described in that paragraph.

D. Employees who are receiving a pension for previous County service are prohibited from counting their pensioned years of service for paragraphs A., B., and C. above.

Section 6.10 Disability Leave

When an employee covered by this Agreement has been determined to be temporarily totally disabled or medically capable of only working in a light-duty status by his/her physician or by the County Fire Chief due to an injury or illness sustained directly in the performance the employee's work, the employee will be placed on disability leave until the earlier of:

1. Medical Review Officer determines that the employee is medically capable of working in a full duty or light-duty status. In the case of the latter, the employee will only be entitled to four (4) hours of disability leave for related medical appointments;
2. The employee's physician determines that the employee is medically capable of working in a full duty or light-duty status. In the case of the latter, the employee will only be entitled to four (4) hours of disability leave for related medical appointments); or
3. Until the disability leave period expires as set forth in Personnel Law Section 16-224.

The employee will not be charged with using his/her own accrued leave until such time as one of the conditions identified above has occurred. The parties acknowledge that unless expressly modified by provisions of this section, all other provisions of Personnel Law Section 16-224 or applicable Personnel Procedures shall continue to govern disability leave for employees covered by this Agreement.

ARTICLE 7 -- SAFETY & HEALTH

Section 7.1 Cooperation

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

Section 7.2 Safety Officer

There shall be a safety officer from within the Fire/EMS Department to investigate accidents, find cause for accidents, make recommendations for the prevention of accidents, and to keep records and statistics of accidents. The safety officer or his/her designee, shall be empowered to enforce his/her recommendations once they are approved by the County Fire Chief.

Section 7.3 Safety

A. Where an unsafe condition is alleged to exist, the affected employee shall first notify his/her immediate supervisor who shall take any necessary corrective action. Where an unsafe condition is alleged to exist by the Union on behalf of affected employees, the matter may be referred directly to the Departmental Safety Officer pursuant to subparagraph B., below.

B. If the parties fail to resolve any difference or disagreement over the existence of such an unsafe condition, or the appropriate corrective measures to be taken, the issue may be referred by the Union in writing to the Departmental Safety Officer. Within ten (10) working days after receipt of the Union's written notification, the Safety Officer will notify the Union in writing of the measures that the Department proposes to take to correct the alleged unsafe conditions.

C. If the Union disagrees with the Safety Officer's determination of the existence of an unsafe condition or his/her proposed remedial action, the Union may appeal the matter to the Fire Chief within ten (10) working days of receipt of the Safety Officer's decision.

D. Within twenty-five (25) working days after receiving the Union's appeal, the Fire Chief shall notify the Union in writing of the action the Department proposes to take to correct the alleged unsafe conditions.

E. In the event that the Union disagrees with the Fire Chief's proposed corrective action, the Union may submit the matter to arbitration under Article 9, Section 9.3, Step Five of this Agreement by giving written notice of intent to arbitrate to the Fire Chief within ten (10) working days of its receipt of the Fire Chief's response under subparagraph D, above. The arbitrator's authority to consider and decide such matters is specifically limited as follows:

1. The arbitrator may only order such relief as is reasonably permitted by the Department's legal and financial ability.

2. The arbitrator shall also allow the Department reasonable time to take any corrective action ordered.

F. No employee may make a safety claim as a pretext for refusing to carry out a work assignment or for engaging in concerted activity in violation of Article 12 of this Agreement.

Section 7.4 Wellness/Fitness

A. The Department will provide the initial training for at least one (1) "Peer Fitness Trainer."

B. Peer Fitness Trainers shall be compensated at a rate of one and one-half percent (1 ½%) above their regular base rate of pay. This is inclusive of compensation for maintaining certification and shall be considered part of the employee's base rate of pay (for the purposes of overtime). The Peer Fitness Trainer must complete the required continuing education on their own time and at their own expense.

C. The Department will provide the employees covered by this Agreement administrative leave up to a maximum of one and one-half (1 ½) hours, no more than two (2) days a week for physical fitness.

ARTICLE 8 -- HOURS OF WORK

A. The normal work shift for full-time employees covered by this Agreement will be between 0800 and 1700 hours, Monday through Friday, unless on shift work or alternative work schedule.

B. Breaks

Breaks will be scheduled at times designated by the supervisor on duty.

Section 8.1 Overtime Pay

A. Provided the employee is in a pay status for the total of his/her regularly scheduled hours during a workweek, an employee covered by this Agreement who is authorized to and who works in excess of his/her scheduled hours (40) shall have the option of receiving pay at the rate of one and one-half (1.5) hours for each overtime hour worked or, with management approval, the option of receiving compensatory time at the rate of one and one-half (1.5) hours for each overtime hour worked. Employees will be given the opportunity to use compensatory time earned for overtime pursuant to departmental procedures.

B. Calculation of Overtime

Each hour of overtime shall be compensated as follows:

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

Section 8.2 Alternative Work Schedules

Employees will be given an opportunity to participate in the Alternative Work Schedule (AWS) Program as described in the Prince George's County Fire/EMS Department H-Scale Employee's Alternate Work Schedule (AWS) Program dated March 2, 2000.

ARTICLE 9 -- GRIEVANCE AND ARBITRATION PROCEDURES

Section 9.1 Definition

Subject to any limitations of existing law, a grievance is defined as a dispute concerning the application or interpretation of the terms of this Agreement, Personnel Law items, or a claimed

violation, misinterpretation or misapplication of the rules or regulations of the County affecting the terms and conditions of employment.

Section 9.2 Applicability of Grievance Procedure

The provisions of this grievance procedure shall be the only grievance procedure applicable to employees covered by this Agreement provided that where an employee has been discharged and the Union determines not to pursue his/her discharge case to Step 5 (arbitration), the employee shall have the right to file a timely appeal (within five days of receipt of final notice) of his/her discharge with the Personnel Board pursuant to the procedures outlined in the County Personnel Law.

Section 9.3 Grievance Procedure

Grievances shall be presented and adjusted in the following manner:

1. Step One: Within seven (7) days after the event giving rise to the grievance or within seven (7) days following the time when the employee should reasonably have known of its occurrence, the employee aggrieved, and if the employee desires, the employee's union steward, may discuss the grievance with the employee's immediate supervisor. The supervisor shall attempt to adjust the matter and shall respond orally to the employee within three (3) days.

2. Step Two: If the grievance has not been settled at Step One, a written grievance may be filed, signed by the aggrieved employee and the employee's accredited union steward, and presented to the supervisor within five (5) days after the receipt of the answer at Step One or within five (5) days of when the answer was due. The supervisor receiving the grievance shall meet with the employee and the employee's accredited union steward and render a decision in writing not later than seven (7) days after the receipt of the grievance.

3. Step Three: If the grievance has not been settled at Step Two, a written appeal signed by the employee and the employee's accredited union steward may be filed with the County Fire Chief within five (5) days after the receipt of the answer at Step Two or within five (5) days of when the answer was due. The County Fire Chief or his/her designee shall meet with the employee and the employee's accredited union steward and render a written decision within fifteen (15) days after the receipt of the grievance.

4. Step Four: If the grievance has not been settled at Step Three, a written appeal signed by the employee and the employee's accredited union steward may be filed with the Chief Labor Negotiator within five (5) days after receipt of the answer at Step Three or within five (5) days of when the answer was due. The Chief Labor Negotiator or his/her designee shall meet with the employee and a committee including the employee's accredited union steward, Union Local President and/or Union Local Officers and render a written decision within fifteen (15) days after the receipt of the grievance.

5. Step Five: If the grievance is not settled at Step Four, the Union may request arbitration, giving written notice to the County Fire Chief within ten (10) days after receipt of the answer at Step Four or within ten (10) days of when the answer was due. The arbitration proceedings shall be conducted by an arbitrator to be selected by the County and the Union from

a list supplied by the American Arbitration Association. The parties shall use an alternate strike procedure to select an acceptable name. Normally such list shall be jointly requested within seven (7) days from the date the County is officially notified by the Union of its intent to arbitrate. The decision of the arbitrator shall be final and binding on both parties provided that no provision of this Agreement which is stated to be a matter of policy shall be subject to arbitration. Expenses for the arbitrator's service and the proceedings shall be borne equally by the County and the Union.

Section 9.4 General Provisions

- A. The Union President and other appropriate Union officials shall be given copies of all answers to grievances hereunder.
- B. All grievances as defined in Article 9, Section 9.1, shall be subject to Step Five (arbitration).
- C. If a grievance arises from the action of an authority higher than the immediate career supervisor, such grievances may be initiated at the appropriate step of this grievance procedure.
- D. All parties shall have the right at their own expense to legal and/or stenographic assistance at all hearings.
- E. The fact that a grievance is raised by an employee shall not be recorded in the employee's personnel file or in any file or record utilized in the promotion process nor shall such fact be used in recommendations for job placement; nor shall an employee be placed in jeopardy or be subject to reprisal or discrimination for having followed this grievance procedure.

Section 9.5 Time Limits

Time limits for the processing of grievances are intended to expedite grievance handling and may be extended upon mutual agreement, but if not so extended, they 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, provided that if an employee fails to pursue any step within the time limits provided, he shall have no further right to continue the grievance.

Section 9.6 Days Defined

The term "days" as used in this grievance procedure shall mean working days.

Section 9.7 Processing Grievances During Working Hours

Stewards and Union representatives referred to in this grievance procedure shall be granted reasonable administrative leave to process grievances pursuant to this Article during working hours.

ARTICLE 10 -- PERSONNEL FILES

Section 10.1 Review

By appointment with an appropriate person in the County Fire/EMS Department, the employee upon presenting his/her identification, shall be permitted to examine his/her personnel file, except as to background information secured prior to employment and those documents received under the promise of confidentiality. The employee shall indicate in writing, to be placed in his/her file, that he/she has examined the same.

Section 10.2 Expunction

The County agrees to remove derogatory information three (3) years old or older from the employee's personnel file if requested to do so by the employee.

ARTICLE 11 -- ROSTER

A roster of all members of the units represented by the Union shall be compiled by the County showing each member's name and his/her length of service with the Fire/EMS Department.

ARTICLE 11.1 -- VACANCY ELIMINATION

The parties recognize that the County has the right to abolish positions. With regard to the abolishment of a vacant position normally occupied by an employee covered by this Agreement, for reasons other than Reduction in Force, the IAFF Local 1619 will receive fifteen (15) days advance notice.

ARTICLE 12 -- NO STRIKE OR LOCKOUT

Section 12.1

The Union and its members, individually and collectively, agree that during the term of this Agreement, there shall be no illegal strikes, and the County agrees that there shall be no lockouts.

Section 12.2

In the event of an illegal strike, the Union shall promptly and publicly disavow such unauthorized conduct, order the employees to return to work and bring about a prompt resumption of normal operations.

Section 12.3

The County shall have the right to discipline, by way of discharge or otherwise, any employee who participates in such illegal conduct.

ARTICLE 13 – TRAINING AND EDUCATION

Section 13.1 EMT Certification

Employees who wish to renew their Emergency Medical Technician (EMT) certification shall be allowed to take any required training while on duty.

Section 13.2 On Duty Training

All employees covered by this Agreement shall have the option of attending up to forty (40) hours of training related to their field or FIRE/EMS related subjects each year while on duty. This training shall be subject to the Fire Chief's approval but not unreasonably withheld.

Section 13.3 Training Certification Pay

A. Effective July 1, 2007, employees will receive three hundred dollars (\$300.00) with the requirement that they must complete a forty-four (44) hour class during work hours for "First Responders" course. Effective July 1, 2008, employees will receive three hundred fifty dollars (\$350.00) per year, so long as the certification for the above course remains valid.

B. The Department will provide at least one (1) initial First Responder Course and at least one (1) refresher for the First Responder Course each fiscal year so long as there are five (5) employees registered and in attendance for each course.

C. For the purpose of this Article, any employee who has an emergency medical certification recognized by the State of Maryland that is higher than First Responder may also receive this pay.

ARTICLE 14 -- SAVINGS AND SEPARABILITY

It is not the intention of either the County or the IAFF to violate any laws by the subject matter of this Agreement. The parties hereto agree that in the event any provisions of the Agreement are finally held or determined to be illegal or void as being in contravention of any applicable law, the remainder of the Agreement shall remain in full force and effect. The County and the IAFF agree that, if and when any or all provisions of this Agreement are finally held or determined to be illegal or void by a court of competent jurisdiction, the parties will enter into negotiations promptly concerning the substance affected by the decision for the purpose of achieving conformity with the terms of any applicable law and the intent of the parties hereto.

ARTICLE 15 -- DURATION

This Agreement shall become effective on July 1, 2013, unless otherwise stated in specific sections, and shall remain in full force until June 30, 2015. This Agreement shall be automatically renewed from year to year after June 30, 2015, unless either party shall notify the other in writing no later than October 1, 2014, (or October 1st of any subsequent year thereafter in the case of an automatic renewal) that it desires to terminate, modify or amend this Agreement.

Signed on this _____ day of _____, 2013, in Upper Marlboro, Prince George's County, Maryland.

FOR THE INTERNATIONAL
ASSOCIATION OF FIRE FIGHTERS
LOCAL 1619:

Andrew K. Pantelis
President

FOR PRINCE GEORGE'S COUNTY,
MARYLAND:

Rushern L. Baker, III
County Executive

FOR PRINCE GEORGE'S COUNTY
FIRE/EMS DEPARTMENT:

Marc S. Bashoor
Fire Chief

ATTACHMENT A – CLASSES OF WORK

<u>UNIT I:</u>	Account Clerk I, II, III, IV Accounting Technician Administrative Aide I, II Clerk Typist I, II Data Coordinator Data Entry Operator I, II Fire Inspector I, II Fire Investigation Officer General Clerk I, II, III, IV Heavy Equipment Mechanic I, II, III Personnel Aide I, II, III Public Service Aide I, II Supply/Property Clerk I, II, III, IV Supply Technician
<u>UNIT II:</u>	Administrative Aide III Administrative Aide IV Garage Supervisor Master Equipment Mechanic
<u>UNIT III:</u>	Accountant I, II, III, IV Administrative Assistant I, II, III, IV Audio Visual Specialist I, II, III, IV Citizen Services Specialist I, II, III Community Developer I, II, III, IV Contract Project Coordinator I, II, III, IV Executive Administrative Aide Fire Inspector III Investigator Personnel Analyst, I, II, III, IV Property Standards Inspector IV Supply Manager I, II, III, IV Systems Analyst I, II, III, IV

ATTACHMENT B – MIN-MAX SYSTEM

A. The min-max system in effect for all members of the bargaining unit will be replaced by the following modified "min-max" system.

B. Effective July 1, 1994:

1. The minimum and maximum pay rates for employees covered by this Agreement are established on the attached schedules of pay rates for employees in the job classifications listed in Article 1.

2. Merit steps will have the value of three and one-half percent (3.5%). An employee will be eligible to advance to the next merit step for his/her grade 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.

3. a. If, upon the granting of a three and one-half percent (3.5%) merit increase, an employee's salary is one percent (1%) or less from the applicable maximum rate, the employee will have his/her salary rate adjusted to the applicable maximum rate.

b. If, upon the granting of a three and one-half percent (3.5%) merit increase, an employee's salary rate is greater than one percent (1%) but less than three and one-half percent (3.5%) 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.

4. Upon promotion an employee's salary rate shall be the greater of a ten percent (10%) increase over his/her current rate or a ten percent (10%) increase above the stated minimum for the grade to which he/she is promoted.

5. Steps for the purpose of demotions, discipline, and reallocations, shall be at a rate of five percent (5%) and shall be governed by the Personnel Law.

6. The maximum pay rate at each grade will be increased by an additional five percent (5%) on July 1, 1994.

7. Employees covered by this Agreement and hired before July 1, 1993, will keep the anniversary dates that they held on July 1, 1993, for as long as they are continuously employed. Employees hired on or after July 1, 1993, 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.

8. Amend the Pay Scale effective July 4, 1999, to supercede the modification effective July 1, 1998, described in the previous paragraph, and provide the following longevity steps:

a. L1 - Three percent (3%) above the maximum rate, to which an employee will be eligible to advance after completing seventeen (17) years of service.

b. L2 - Three percent (3%) above the L1 rate, to which an employee will be eligible to advance after completing nineteen (19) years of service.

c. L3 - Three percent (3%) above the L2 rate, to which an employee will be eligible to advance after completing twenty-two (22) years of service.

d. L4 - Three percent (3%) above the L3 rate, to which an employee will be eligible to advance after completing twenty-five (25) years of service.

e. L5 - Two and one-half percent (2.5%) above the L4 rate, to which an employee will be eligible to advance after completing twenty-eight (28) years of service.

C. The longevity steps, described above, will be phased in as follows:

1. Beginning in FY2000, advancement to a longevity step will be effective on an employee's anniversary date.

2. An employee at the maximum rate (or the current longevity rate), whose anniversary date falls between July 1 and July 3, 1999, and who has completed the required years of service for a longevity step (after subtracting two (2) years for lack of credit toward a merit increase during FY1996 and FY1997) will advance to the first (or next) longevity step, as appropriate, effective on July 4, 1999.

3. An employee, whose years of service (after subtracting two (2) years for lack of credit toward a merit increase during FY1996 and FY1997) would otherwise warrant his/her advancement by more than a single longevity step during FY2000, will only advance at the rate of one longevity step per fiscal year until the employee reaches the longevity step appropriate for his/her years of service (adjusted for two (2) years' lack of credit toward a merit increase during FY1996 and FY1997).

D. Effective July 1, 2001, amend the Pay Scale to provide for the following modifications:

1. The maximum rate in effect on June 30, 2001 is increased one and seven-tenths percent (1.7%).

2. Longevity Steps are adjusted as follows:

a. L1 - Three percent (3%) above the maximum rate, to which an employee will be eligible to advance after completing seventeen (17) years of service.

b. L2 - Three percent (3%) above the L1 rate, to which an employee will be eligible to advance after completing nineteen (19) years of service.

c. L3 - Three percent (3%) above the L2 rate, to which an employee will be eligible to advance after completing twenty-one (21) years of service.

d. L4 - Three percent (3%) above the L3 rate, to which an employee will be eligible to advance after completing twenty-three (23) years of service.

e. L5 - Three percent (3%) above the L4 rate, to which an employee will be eligible to advance after completing twenty-five (25) years of service.

f. L6 - Two and one-half percent (2.5%) above the L5 rate, to which an employee will be eligible to advance after completing twenty-seven (27) years of service.

E. Effective July 1, 2003, amend the Pay Scale to provide for the following modification:

1. L6 – Three percent (3%) above the L5 rate, to which an employee will be eligible to advance after completing twenty-seven (27) years of service.

2. An employee, whose years of service (after subtracting two (2) years for lack of credit toward a merit increase during FY1996 and FY1997) would otherwise warrant his/her advancement by more than a single longevity step during FY2006 or FY2007, will only advance at the rate of one longevity step per fiscal year until the employee reaches the longevity step appropriate for his/her years of service (adjusted for two (2) years' lack of credit toward a merit increase during FY1996 and FY1997).

F. Effective July 1, 2005, L6 will become the new maximum pay rate and will be increased by two and one-half percent (2.5%). There will no longer be steps L1 through L6, only minimum and maximum pay rates. Employees who are at max on July 1, 2005, will receive this increase on their anniversary date. Effective July 1, 2006, the maximum pay rate will be increased again by two and one-half percent (2.5%). Employees, who are at max on July 1 2006, will receive this increase on their anniversary date.

G. Effective July 1, 2008, the maximum pay rate will be increased by three and one-half percent (3.5%).

H. Effective November 17, 2013, the minimum and maximum pay rates will be increased by two percent (2%).

ATTACHMENT C – SALARY SCHEDULE

**SALARY SCHEDULE H
EFFECTIVE AUGUST 17, 2008
FIRE/EMS DEPARTMENT CIVILIAN EMPLOYEES
PRINCE GEORGE'S COUNTY, MARYLAND**

	MINIMUM	MAXIMUM
H02		
HOURLY	8.4479	18.0615
WEEKLY	675.83	1444.92
ANNUAL	17,572	37,568
H03		
HOURLY	8.8520	18.9410
WEEKLY	708.16	1515.28
ANNUAL	18,412	39,397
H04		
HOURLY	9.2766	19.8642
WEEKLY	742.12	1589.14
ANNUAL	19,295	41,318
H05		
HOURLY	9.7221	20.8338
WEEKLY	777.76	1666.70
ANNUAL	20,222	43,334
H06		
HOURLY	10.1898	21.8517
WEEKLY	815.18	1748.14
ANNUAL	21,195	45,452
H07		
HOURLY	10.6805	22.9200
WEEKLY	854.44	1833.60
ANNUAL	22,215	47,674
H08		
HOURLY	11.1964	24.0424
WEEKLY	895.71	1923.39
ANNUAL	23,289	50,008
H09		
HOURLY	11.7381	25.2210
WEEKLY	939.05	2017.68
ANNUAL	24,415	52,460

	MINIMUM	MAXIMUM
H10		
HOURLY	12.3068	26.4585
WEEKLY	984.55	2116.68
ANNUAL	25,598	55,034
H11		
HOURLY	12.9038	27.7582
WEEKLY	1032.31	2220.66
ANNUAL	26,840	57,737
H12		
HOURLY	13.5309	29.1219
WEEKLY	1082.47	2329.75
ANNUAL	28,144	60,574
H13		
HOURLY	14.1889	30.5545
WEEKLY	1135.11	2444.36
ANNUAL	29,513	63,553
H14		
HOURLY	14.8802	32.0583
WEEKLY	1190.41	2564.66
ANNUAL	30,951	66,681
H15		
HOURLY	15.6060	33.6375
WEEKLY	1248.48	2691.00
ANNUAL	32,460	69,966
H16		
HOURLY	16.3682	35.2959
WEEKLY	1309.46	2823.67
ANNUAL	34,046	73,415
H17		
HOURLY	17.1681	37.0369
WEEKLY	1373.45	2962.95
ANNUAL	35,710	77,037
H18		
HOURLY	18.0087	38.8651
WEEKLY	1440.70	3109.21
ANNUAL	37,458	80,839

	MINIMUM	MAXIMUM
H19		
HOURLY	18.8907	40.7850
WEEKLY	1511.26	3262.80
ANNUAL	39,293	84,833
H20		
HOURLY	19.8170	42.8005
WEEKLY	1585.36	3424.04
ANNUAL	41,219	89,025
H21		
HOURLY	20.7893	44.9163
WEEKLY	1663.14	3593.30
ANNUAL	43,242	93,426
H22		
HOURLY	21.8106	47.1389
WEEKLY	1744.85	3771.11
ANNUAL	45,366	98,049
H23		
HOURLY	22.8831	49.4718
WEEKLY	1830.65	3957.75
ANNUAL	47,597	102,901
H24		
HOURLY	24.0087	51.9219
WEEKLY	1920.70	4153.75
ANNUAL	49,938	107,998
H25		
HOURLY	25.1914	54.4942
WEEKLY	2015.31	4359.54
ANNUAL	52,398	113,348
H26		
HOURLY	26.4323	57.1954
WEEKLY	2114.58	4575.63
ANNUAL	54,979	118,967

	MINIMUM	MAXIMUM
H27		
HOURLY	27.7360	60.0315
WEEKLY	2218.88	4802.52
ANNUAL	57,691	124,865

The rates are the July 1, 2008 rates multiplied by 102.5%. For administrative purposes, the hourly rates are the controlling rates. Biweekly rates are hourly rates multiplied by 80 and rounded to the nearest cent. Annual rates are the hourly rates multiplied by 2,080 and rounded to the nearest dollar.

**SALARY SCHEDULE H
EFFECTIVE NOVEMBER 17, 2013
FIRE/EMS DEPARTMENT CIVILIAN EMPLOYEES
PRINCE GEORGES'S COUNTY, MARYLAND**

	MINIMUM	MAXIMUM
H02		
HOURLY	8.6169	18.4227
WEEKLY	689.35	1473.82
ANNUAL	17,923	38,319
H03		
HOURLY	9.0290	19.3198
WEEKLY	722.32	1545.59
ANNUAL	18,780	40,185
H04		
HOURLY	9.4621	20.2615
WEEKLY	756.97	1620.92
ANNUAL	19,681	42,144
H05		
HOURLY	9.9165	21.2505
WEEKLY	793.32	1700.04
ANNUAL	20,626	44,201
H06		
HOURLY	10.3936	22.2887
WEEKLY	831.49	1783.10
ANNUAL	21,619	46,361
H07		
HOURLY	10.8941	23.3784
WEEKLY	871.53	1870.27
ANNUAL	22,660	48,627
H08		
HOURLY	11.4203	24.5232
WEEKLY	913.63	1961.86
ANNUAL	23,754	51,008

	MINIMUM	MAXIMUM
H09		
HOURLY	11.9729	25.7254
WEEKLY	957.83	2058.03
ANNUAL	24,904	53,509
H10		
HOURLY	12.5529	26.9877
WEEKLY	1004.23	2159.01
ANNUAL	26,110	56,134
H11		
HOURLY	13.1619	28.3134
WEEKLY	1052.95	2265.07
ANNUAL	27,377	58,892
H12		
HOURLY	13.8015	29.7043
WEEKLY	1104.12	2376.35
ANNUAL	28,707	61,785
H13		
HOURLY	14.4727	31.1656
WEEKLY	1157.81	2493.25
ANNUAL	30,103	64,824
H14		
HOURLY	15.1778	32.6995
WEEKLY	1214.22	2615.96
ANNUAL	31,570	68,015
H15		
HOURLY	15.9181	34.3103
WEEKLY	1273.45	2744.82
ANNUAL	33,110	71,365
H16		
HOURLY	16.6956	36.0018
WEEKLY	1335.65	2880.15
ANNUAL	34,727	74,884

	MINIMUM	MAXIMUM
H17		
HOURLY	17.5115	37.7776
WEEKLY	1400.92	3022.21
ANNUAL	36,424	78,577
H18		
HOURLY	18.3689	39.6424
WEEKLY	1469.51	3171.39
ANNUAL	38,207	82,456
H19		
HOURLY	19.2685	41.6007
WEEKLY	1541.48	3328.06
ANNUAL	40,079	86,529
H20		
HOURLY	20.2133	43.6565
WEEKLY	1617.07	3492.52
ANNUAL	42,044	90,806
H21		
HOURLY	21.2051	45.8146
WEEKLY	1696.41	3665.17
ANNUAL	44,107	95,294
H22		
HOURLY	22.2468	48.0817
WEEKLY	1779.74	3846.53
ANNUAL	46,273	100,010
H23		
HOURLY	23.3408	50.4612
WEEKLY	1867.26	4036.90
ANNUAL	48,549	104,959
H24		
HOURLY	24.4889	52.9603
WEEKLY	1959.11	4236.83
ANNUAL	50,937	110,158

	MINIMUM	MAXIMUM
H25		
HOURLY	25.6952	55.5841
WEEKLY	2055.62	4446.73
ANNUAL	53,446	115,615
 H26		
HOURLY	26.9609	58.3393
WEEKLY	2156.88	4667.14
ANNUAL	56,079	121,346
 H27		
HOURLY	28.2907	61.2321
WEEKLY	2263.26	4898.57
ANNUAL	58,845	127,363

The hourly rates are the August 17, 2008 rates multiplied by 102%. For administrative purposes, the hourly rates are the controlling rates. Biweekly rates are hourly rates multiplied by 80 and rounded to the nearest cent. Annual rates are the hourly rates multiplied by 2,080 and rounded to the nearest dollar.