

COUNTY COUNCIL OF PRINCE GEORGE'S COUNTY, MARYLAND

2002 Legislative Session

Resolution No. CR-48-2002

Proposed by The Chairman (by request – County Executive)

Introduced by Council Members Shapiro, Bailey, Wilson and Dernoga

Co-Sponsors _____

Date of Introduction July 30, 2002

RESOLUTION

1 A RESOLUTION concerning

2 Compensation and Benefits -

3 Fire Officials – Salary Schedule F-O

4 For the purpose of amending the Salary Plan of the County to reflect certain wage and benefit
5 modifications of Fire Officials.

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

9 WHEREAS, the Salary Plan must at this time be amended by the approval of a Salary
10 Schedule to reflect the pay rates and benefits for the Fire Officials.

11 NOW, THEREFORE, BE IT RESOLVED by the County Council of Prince George's
12 County, Maryland, that Salary Schedule F-O submitted and recommended by the County
13 Executive on July 26, 2002, which is attached hereto and made a part hereof, setting forth the
14 following modifications: cost of living increase in Fiscal Year 2003; merit increase in Fiscal
15 Year 2003; changes in clothing allowance; and EMT pay, be and the same is hereby approved.

16 BE IT FURTHER RESOLVED that this Resolution shall take effect on the date it is
17 adopted and shall be retroactively effective to July 1, 2002.

Adopted this 30th day of July, 2002

COUNTY COUNCIL OF PRINCE
GEORGE'S COUNTY, MARYLAND

BY: _____
Peter A. Shapiro
Chair

ATTEST:

Redis C. Floyd
Clerk of the Council

SALARY SCHEDULE F-O
SCHEDULE OF PAY GRADES
FIRE OFFICIALS (FIRE MAJOR)
PRINCE GEORGE'S COUNTY, MARYLAND
EFFECTIVE JULY 1, 2002 - JUNE 30, 2003

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1. SCHEDULED PAY RATES

**SALARY SCHEDULE F-O – EFFECTIVE JULY 14, 2002
 SCHEDULE OF PAY GRADES – FIRE OFFICIALS
 PRINCE GEORGE’S COUNTY MARYLAND**

<u>GRADE</u>	<u>MINIMUM</u>	<u>MAXIMUM</u>
S07 (Fire Major)		
HOURLY	29.5177	52.4415
BIWEEKLY	2,361.42	4,195.32
ANNUAL	61,397	109,078

The hourly rates are the January 13, 2002, rates multiplied by 103%. 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 F-O – EFFECTIVE JANUARY 12, 2003
 SCHEDULE OF PAY GRADES – FIRE OFFICIALS
 PRINCE GEORGE’S COUNTY MARYLAND**

<u>GRADE</u>	<u>MINIMUM</u>	<u>MAXIMUM</u>
S07 (Fire Major)		
HOURLY	29.8783	52.8021
BIWEEKLY	2,390.27	4,224.16
ANNUAL	62,147	109,828

The hourly rates are the July 14, 2002 rates plus \$.3606 per hour (\$750.00 per year). 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

NOTE: Effective June 5, 1990, the Chief Administrative Officer authorized Deputy Directors (Lieutenant Colonels) and the Director (Fire Chief) to receive all of the benefits of this Salary Schedule F-O, except payment of wages under this Salary Schedule. Lieutenant Colonels and the Chief are, therefore, paid wages at the Deputy Director (G-35) and Director (G-38) pay grades on Salary Schedule "G".

A. Effective July 2, 1993, the "MIN-MAX" system in effect for employees covered under this Salary Schedule is governed by the following rules:

1. 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.

2. 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.

3. a. Upon the granting of a three and one-half percent (3 1/2%) 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. Upon the granting of a three and one-half percent (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.

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

5. The maximum pay rate at each grade will be increased by three and one-half percent (3 1/2%) effective July 1, 1993. 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.

B. Modifications Effective During FY 2000 and FY 2001

1. 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 and continuous 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 which marks the completion of his/her eighteenth (18th) year of service,

provided, however, that the resulting rate of pay may not exceed the maximum step for the employee's rank.

2. Beginning in Fiscal Year 2000, any employee, who completes his/her fifth (5th) 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 1/2%) rather than three and one-half percent (3 1/2%) during that fiscal year. During Fiscal Year 2000, an employee covered by this Salary Schedule who had already completed his/her fifth (5th) year of service as an employee 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 1/2%) rather than three and one-half percent (3 1/2%).

3. 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 1/2%), and only employees who are at maximum on that date will have their salaries raised by two and one-half percent (2 1/2%) on that date.

3. MERIT INCREASES

Employees covered by this Salary Schedule who are otherwise eligible to receive a merit increase during the period from July 1, 2002, through June 30, 2003, will receive it.

4. COST OF LIVING

A. Effective July 14, 2002, employees covered by this Salary Schedule will receive a three percent (3%) increase in their base hourly rates of pay.

B. Effective January 12, 2003, employees covered by this Salary Schedule will receive a seven hundred fifty dollar (\$750.00) increase in their base annual rates of pay.

5. WORKWEEK

The workweek is the seven (7) consecutive pay period commencing at 12:01 a.m. Sunday, and ending the following Saturday at midnight. The standard number of hours in the workweek is forty (40) productive hours.

6. DESIGNATION OF MEAL PERIODS

Any employee who works five (5) or more hours in any workday shall receive an unpaid one-half (1/2) hour meal period in addition to the forty (40) productive hours.

7. LEAVE PROVISIONS

A. Sick Leave

1. Sick leave may be accumulated from year to year but is not reimbursable if County service ends before such accumulated leave is used, except as specified below in paragraph D.

2. 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.

3. 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 worked during each pay period.

B. Annual Leave

1. 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 adjustments to ensure that each employee earns twenty (20) days.
After fifteen (15) years of service and above	Eight (8) hours per pay period.

2. 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

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 the paragraph above or in excess of the one hundred thirty (130) days maximum formerly allowed.

3. 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 one thousand forty (1,040) hours of annual leave and this new sick leave, may be used to purchase pension credit at the rate of forty (40) hours for each month of pension credit.

4. 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

1. 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:

a. 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).

b. 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.

c. 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:

1. 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 three hundred sixty (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.

2. Notwithstanding subparagraph c.1., 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).

d. 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 1/2%) for each year of service (through the date of separation) at the employee's base hourly rate of pay as of January 4, 1997. 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 fifty percent (50%) cash-out of unused accumulated sick leave as of the end of the 1996 leave year.

e. 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 the Fire Pension Plan. 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 d., immediately above.

f. 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.

E. Personal Leave

Three (3) 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.

F. 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. 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.

G. Holiday Leave

For the purpose of holiday leave, the Friday before the County's observance of Memorial Day will be recognized and observed as Fire Fighter Recognition Day for employees covered by this Salary Schedule.

H. 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, family and medical leave, disability, leave without pay, absence without leave, compensatory) are specified in Division 17 of the Personnel Law and applicable Administrative Procedures.

8. 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.

9. UNEMPLOYMENT INSURANCE

Employees who are separated from County service may be entitled to unemployment compensation provided they meet eligibility requirements by Federal and/or State regulations.

10. RETIREMENT CONTRIBUTIONS

Effective July 1, 1995, employees paid in accordance with this Salary Schedule and who participate in the Fire Pension Plan (FPP) shall pay retirement contributions to the FPP at the rate of four percent (4%) of base salary. The County's contribution rate shall be that amount as established from time to time by the FPP. Employee contributions shall be made through payroll deductions. If changes/improvements in retirement benefits are made, then contributions may be adjusted accordingly.

11. PRE-RETIREMENT SURVIVOR ANNUITY

Effective July 1, 2001, the spouse of any participant with fifteen (15) or more but less than twenty (20) years of service that dies while still an active employee, will receive a survivor annuity benefit. The participant's spouse shall receive a pension equal to fifty percent (50%) of the pension the participant would have received had the participant deferred retirement until his/her normal retirement date and elected a joint and survivor annuity.

12. UNIFORMS

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

13. CLOTHING ALLOWANCE

Employees covered by this Salary Schedule shall receive a clothing allowance of nine hundred dollars (\$900.00) per year. Effective Fiscal Year 2002, the clothing allowance will be increased to nine hundred fifty dollars (\$950.00). Effective Fiscal Year 2003, the clothing allowance will be increased to one thousand dollars (\$1,000.00). 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.

14. 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 employees' base pay, and will be paid in one (1) installment in July of each fiscal year.

15. EDUCATIONAL INCENTIVE PAY

Only those employees who are receiving Educational Incentive Pay (EIP) as of June 28, 1980, shall be eligible to continue receiving EIP. In addition, no employee shall receive biweekly EIP in excess of the total dollar amount of EIP received for the pay period ending June 28, 1980. Effective July 1, 1988, the definition of compensation as set forth in Section 1 of the Fire Service Pension Plan, as revised and restated effective July 1, 1983, is amended to include Educational Incentive Pay for retirement pension benefit purposes only.

16. EMT PAY

Employees covered by this Salary Schedule who were hired before January 1, 1999, and who retain the required level of EMT certification – including employees in Paramedic classifications whose required level of certification subsumes the EMT certification – will receive EMT pay of fifty dollars (\$50.00) per pay period. Effective the first full pay period on or after July 1, 2002, EMT Pay will be increased to sixty dollars (\$60.00). Effective the first full pay period on or after January 1, 2003, EMT pay will be increased to seventy-five dollars (\$75.00) per pay period.

17. GROUP HEALTH INSURANCE

A. 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%).

B. 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%).

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

D. 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 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%).

E. 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%).

F. The Union shall contribute eleven thousand dollars (\$11,000.00) per year to the County's deductible prescription program for employees covered by this Salary Schedule who elect to participate in that program. The employee shall contribute one (1) cent per month for single coverage or two (2) cents per month for family coverage, and the County shall contribute the remaining premium.

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

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

I. 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.

J. 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.

K. 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.

L. Employees may contribute up to five thousand dollars (\$5,000.00) in a dependent flexible spending account and up to three thousand dollars (\$3,000.00) in a medical flexible spending account.

18. LIFE INSURANCE UNDER THE BENEFLEX PROGRAM

A. The County shall pay one hundred percent (100%) of the monthly premium for the County life insurance coverage as authorized and in accordance with Section 16-212 of the Personnel Law. The maximum life insurance coverage for employees covered by this Salary Schedule under the County Basic group term life insurance policy shall be equivalent to two (2) times the employee's annual salary (rounded to the nearest \$1,000.00) but not to exceed two hundred thousand dollars (\$200,000.00). 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 (\$800,000.00) 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.

B. Effective July 1, 1989, the County will provide a supplemental life insurance benefit to an employee covered by this Salary Schedule 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 (2) times the employee's annual salary (rounded to the nearest \$1,000.00) but not to exceed one hundred fifty thousand dollars (\$150,000.00) or two hundred thousand dollars (\$200,000.00) effective July 1, 1994.

C. The accidental death insurance policy the County maintains for employees covered by this Salary Schedule shall be payable in the amount of fifty thousand dollars (\$50,000.00) to an employee's designated beneficiary should the employee be killed in the line of duty.

19. DEATH AND DISABILITY PAYMENTS

A. Any condition or impairment of health of any person employed by Prince George's County, Maryland, as a Firefighter, Paramedic or Emergency Response Technician caused by lung disease, heart disease or hypertension resulting in total or 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.

B. 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.

C. 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.

D. 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.

20. SOCIAL SECURITY

A. Effective January 1, 2001, 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 (\$80,400), and 1.45% of the remainder paid in wages per employee per calendar year. Employee contributions shall be made through payroll deductions.

B. 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.

21. 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.

22. 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 other 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.