

COUNTY COUNCIL OF PRINCE GEORGE'S COUNTY, MARYLAND
2017 Legislative Session

Resolution No. CR-78-2017

Proposed by The Chairman (by request – County Executive)

Introduced by Council Members Davis, Franklin, Glaros, Harrison, Patterson, Taveras

And Turner

Date of Introduction September 26, 2017

RESOLUTION

1 A RESOLUTION concerning

2 Compensation and Benefits,

3 International Association of Fire Fighters, AFL-CIO, Local 1619 (Civilians)

4 Salary Schedule “H”

5 For the purpose of amending the Salary Plan of the County to reflect the terms of the labor
6 agreement by and between Prince George’s County and the International Association of Fire
7 Fighters, AFL-CIO, Local 1619 (Civilians).

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

11 WHEREAS, the Salary Plan must at this time be amended by the approval of a salary
12 schedule to reflect the terms of the labor agreement by and between Prince George’s County and
13 the International Association of Fire Fighters, Local 1619, AFL-CIO (Civilians).

14 NOW, THEREFORE, BE IT RESOLVED by the County Council of Prince George’s
15 County, Maryland, that Salary Schedule “H” submitted and recommended by the County
16 Executive on September 20, 2017, which is attached hereto and made a part hereof, setting forth
17 the following modifications: min-max system; wages for Fiscal Years 2016, 2017 and 2018;
18 group health insurance; military leave; certification pay; shift differential; and supplemental
19 retirement benefit, be and the same is hereby approved.

20 BE IT FURTHER RESOLVED that this resolution shall take effect on the day it is adopted
21 and that, unless stated otherwise in a specific provision of the Salary Schedule, shall be
22 retroactively effective to July 1, 2017.

Adopted this 14th day of November, 2017.

COUNTY COUNCIL OF PRINCE
GEORGE'S COUNTY, MARYLAND

BY: _____
Derrick Leon Davis
Chairman

ATTEST:

Redis C. Floyd
Clerk of the Council

SALARY SCHEDULE H

SCHEDULE OF PAY GRADES

INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS

LOCAL 1619, CIVILIANS

PRINCE GEORGE'S COUNTY, MARYLAND

EFFECTIVE JULY 1, 2015- JUNE 30, 2018

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1. SCHEDULED PAY RATES

**SALARY SCHEDULE H
EFFECTIVE JULY 1, 2017
FIRE/EMS DEPARTMENT CIVILIAN EMPLOYEES
PRINCE GEORGES'S COUNTY, MARYLAND**

	MINIMUM	MAXIMUM
H02		
HOURLY	8.6169	19.0675
WEEKLY	689.35	1525.40
ANNUAL	17,923	39,660
H03		
HOURLY	9.0290	19.9960
WEEKLY	722.32	1599.68
ANNUAL	18,780	41,592
H04		
HOURLY	9.4621	20.9707
WEEKLY	756.97	1677.66
ANNUAL	19,681	43,619
H05		
HOURLY	9.9165	21.9943
WEEKLY	793.32	1759.54
ANNUAL	20,626	45,748
H06		
HOURLY	10.3936	23.0688
WEEKLY	831.49	1845.50

ANNUAL	21,619	47,983
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H07

HOURLY	10.8941	24.1966
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WEEKLY	871.53	1935.73
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ANNUAL	22,660	50,329
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H08

HOURLY	11.4203	25.3815
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WEEKLY	913.63	2030.52
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ANNUAL	23,754	52,794
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H09

HOURLY	11.9729	26.6258
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WEEKLY	957.83	2130.06
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ANNUAL	24,904	55,382
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H10

HOURLY	12.5529	27.9323
---------------	---------	---------

WEEKLY	1004.23	2234.58
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ANNUAL	26,110	58,099
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H11

HOURLY	13.1619	29.3044
---------------	---------	---------

WEEKLY	1052.95	2344.35
---------------	---------	---------

ANNUAL	27,377	60,953
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H12

HOURLY	13.8015	30.7440
---------------	---------	---------

WEEKLY	1104.12	2459.52
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ANNUAL	28,707	63,948
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H13

HOURLY	14.4727	32.2564
WEEKLY	1157.81	2580.51
ANNUAL	30,103	67,093

H14

HOURLY	15.1778	33.8440
WEEKLY	1214.22	2707.52
ANNUAL	31,570	70,396

H15

HOURLY	15.9181	35.5112
WEEKLY	1273.45	2840.90
ANNUAL	33,110	73,863

H16

HOURLY	16.6956	37.2619
WEEKLY	1335.65	2980.95
ANNUAL	34,727	77,505

H17

HOURLY	17.5115	39.0998
WEEKLY	1400.92	3127.98
ANNUAL	36,424	81,328

H18

HOURLY	18.3689	41.0299
WEEKLY	1469.51	3282.39
ANNUAL	38,207	85,342

H19

HOURLY	19.2685	43.0567
WEEKLY	1541.48	3444.54
ANNUAL	40,079	89,558

H20

HOURLY	20.2133	45.1845
WEEKLY	1617.07	3614.76
ANNUAL	42,044	93,984

H21

HOURLY	21.2051	47.4181
WEEKLY	1696.41	3793.45
ANNUAL	44,107	98,630

H22

HOURLY	22.2468	49.7646
WEEKLY	1779.74	3981.17
ANNUAL	46,273	103,510

H23

HOURLY	23.3408	52.2273
WEEKLY	1867.26	4178.18
ANNUAL	48,549	108,633

H24

HOURLY	24.4889	54.8139
WEEKLY	1959.11	4385.11
ANNUAL	50,937	114,013

H25		
HOURLY	25.6952	57.5295
WEEKLY	2055.62	4602.36
ANNUAL	53,446	119,661
H26		
HOURLY	26.9609	60.3812
WEEKLY	2156.88	4830.50
ANNUAL	56,079	125,593
H27		
HOURLY	28.2907	63.3752
WEEKLY	2263.26	5070.02
ANNUAL	58,845	131,820

The minimum hourly rates are the November 17, 2013 hourly rates. The maximum hourly rates are the November 17, 2013 rates multiplied by 103.5%. 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 OCTOBER 1, 2017
FIRE/EMS DEPARTMENT CIVILIAN EMPLOYEES
PRINCE GEORGES'S COUNTY, MARYLAND

	MINIMUM	MAXIMUM
H02		
HOURLY	8.7892	19.4489
WEEKLY	703.14	1555.91
ANNUAL	18,282	40,454
H03		
HOURLY	9.2096	20.3959
WEEKLY	736.77	1631.67
ANNUAL	19,156	42,423
H04		
HOURLY	9.6513	21.3901
WEEKLY	772.10	1711.21
ANNUAL	20,075	44,491
H05		
HOURLY	10.1148	22.4342
WEEKLY	809.18	1794.74
ANNUAL	21,039	46,663
H06		
HOURLY	10.6015	23.5302
WEEKLY	848.12	1882.42
ANNUAL	22,051	48,943

H07

HOURLY	11.1120	24.6805
WEEKLY	888.96	1974.44
ANNUAL	23,113	51,335

H08

HOURLY	11.6487	25.8891
WEEKLY	931.90	2071.13
ANNUAL	24,229	53,849

H09

HOURLY	12.2124	27.1583
WEEKLY	976.99	2172.66
ANNUAL	25,402	56,489

H10

HOURLY	12.8040	28.4909
WEEKLY	1024.32	2279.27
ANNUAL	26,632	59,261

H11

HOURLY	13.4251	29.8905
WEEKLY	1074.01	2391.24
ANNUAL	27,924	62,172

H12

HOURLY	14.0775	31.3589
WEEKLY	1126.20	2508.71
ANNUAL	29,281	65,227

H13

HOURLY	14.7622	32.9015
WEEKLY	1180.98	2632.12
ANNUAL	30,705	68,435

H14

HOURLY	15.4814	34.5209
WEEKLY	1238.51	2761.67
ANNUAL	32,201	71,803

H15

HOURLY	16.2365	36.2214
WEEKLY	1298.92	2897.97
ANNUAL	33,772	75,341

H16

HOURLY	17.0295	38.0071
WEEKLY	1362.36	3040.57
ANNUAL	35,421	79,055

H17

HOURLY	17.8617	39.8818
WEEKLY	1428.94	3190.54
ANNUAL	37,152	82,954

H18

HOURLY	18.7363	41.8505
WEEKLY	1498.90	3348.04
ANNUAL	38,972	87,049

H19

HOURLY	19.6539	43.9178
WEEKLY	1572.31	3513.42
ANNUAL	40,880	91,349

H20

HOURLY	20.6176	46.0882
WEEKLY	1649.41	3687.06
ANNUAL	42,885	95,863

H21

HOURLY	21.6292	48.3665
WEEKLY	1730.34	3863.32
ANNUAL	44,989	100,602

H22

HOURLY	22.6917	50.7599
WEEKLY	1815.34	4060.79
ANNUAL	47,199	105,581

H23

HOURLY	23.8076	53.2718
WEEKLY	1904.61	4261.74
ANNUAL	49,520	110,805

H24

HOURLY	24.9787	55.9102
WEEKLY	1998.30	4472.82
ANNUAL	51,956	116,293

H25

HOURLY	26.2091	58.6801
WEEKLY	2096.73	4694.41
ANNUAL	54,515	122,055

H26

HOURLY	27.5001	61.5888
WEEKLY	2200.01	4927.10
ANNUAL	57,200	128,105

H27

HOURLY	28.8565	64.6427
WEEKLY	2308.52	5171.42
ANNUAL	60,022	134,457

The minimum and maximum hourly rates are the July 1, 2017 hourly 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.

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.

1. Effective July 1, 1994:

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

b. 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.

c. (1) 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.

(2) 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.

d. 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.

e. 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.

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

g. Employees covered by this salary schedule 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.

h. 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:

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

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

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.

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.

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.

2. 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 FY96 and FY97) 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 FY96 and FY97) 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 FY96 and FY97).

3. 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%).

b. Longevity Steps are adjusted as follows:

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

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

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.

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.

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.

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.

4. 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.

5. 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.

6. An employee, whose years of service (after subtracting two (2) years for lack of credit toward a merit increase during FY96 and FY97) 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 FY96 and FY97).

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

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

9. Effective July 1, 2017, the maximum pay rates will be increased by three and one half percent (3.5%).

2. COST OF LIVING INCREASES

Fiscal Year 2016

Employees covered by this agreement shall forego cost of living increases for Fiscal Year 2016.

Fiscal Year 2017

Employees covered by this agreement shall forego cost of living increases for Fiscal Year 2017.

Fiscal Year 2018

Effective the first full pay period on or after October 1, 2017, employees covered by this Agreement will receive a two percent (2.0%) increase in their base hourly rates of pay.

3. MERIT INCREASES

1. 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.
2. 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.

3. Employees covered by this Agreement who are 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.
4. Employees covered by this agreement who are eligible to receive a merit increase in FY 2016 will not receive it during FY 2017.
5. Employees covered by this Agreement who are otherwise eligible to receive a merit increase during FY2017, will receive that merit step effective on their anniversary date during FY 2018 (from July 1, 2017 through June 30, 2018).
6. Employees covered by this Agreement who are otherwise eligible to receive a merit increase during FY2018, will receive that merit step effective on their anniversary date during FY 2018 (from July 1, 2017 through June 30, 2018).
7. There shall be no retroactive payments and no other merit increases will be paid for the duration of this agreement.

4. WORKWEEK

The workweek is the seven (7) consecutive day period commencing at 12.01 a.m. Sunday, and ending the following Saturday at midnight.

5. HOURS OF WORK

A. The normal work shift for full-time employees covered by this Salary Schedule 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.

6. 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 Salary Schedule 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

7. 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.

8. SHIFT DIFFERENTIAL

Effective the first full period beginning on or after County Council's enactment of this agreement, 2017, a shift differential of two dollars (\$2.00) per hour shall be paid to any employee whose regularly assigned tour of duty requires them to work between the hours of 6 p.m. to 6 a.m.

No shift differential will be considered to be a part of the employee's base rate, nor shall it be applied to pay for non-productive hours such as holiday pay, annual and sick leave pay nor shall it be used for the purpose of computing retirement deductions or for retirement or insurance benefits.

9. 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 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.

10. 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 beginning with his/her regular starting time.

B. The provision of Section 9, Call-Back Pay, shall apply to an employee called in to work less than two (2) hours immediately before his/her regularly schedule starting time.

11. 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.

12. HOLIDAYS AND HOLIDAY PAY

A. The following shall be designated as holidays within the scope of this Salary Schedule.

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

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

13. 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/her 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.

14. 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.

15. CLOTHING ALLOWANCE

Effective July 1, 2017, fire inspectors, fire investigators Training Academy Instructors, and employees assigned to the Apparatus Maintenance Division covered by this Salary Schedule shall receive a clothing allowance of seven hundred and fifty dollars (\$750.00) 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.

16. 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, 2017, employees who are assigned, or detailed for a period greater than fourteen (14) consecutive days, to the Office of the Fire Marshal and are certified as Fire Investigators, Fire Inspectors, Law Enforcement Officers and/or Canine Handlers shall receive one and one half percent (1 ½ %) above their regular rate of pay for each specialty. Each employee must maintain annual certification requirements for each specialty. 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.

17. SICK LEAVE

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

18. 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 of the Agreement.

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.

19. 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.

20. LEAVE OF ABSENCE

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

21. PERSONAL LEAVE

Twenty-eight (28) hours of paid personal leave per leave year, including the four (4) hours in lieu of the former General Election 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.

22. 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. Effective with the 1994 leave year, the first three (3) days of bereavement leave taken upon the death of a parent, spouse or child will be administrative leave rather than sick leave.

23. DISCRETIONARY LEAVE

A. Employees covered by this Salary Schedule 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 Salary Schedule 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 Salary Schedule 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.

24. ADDITIONAL LEAVE PROVISION

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 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.

25. UNION LEAVE

A. Conferences and Seminars - Members of the bargaining unit shall be granted time to attend conventions and conferences without loss of pay or leave with prior approval of the County Fire Chief (not to be unreasonably withheld), and further provided that such meetings shall not exceed six (6) per fiscal year and that not more than two (2) members of the bargaining unit request such approval.

The County Fire Chief will be notified thirty (30) days in advance of such meetings. Notice of less than thirty (30) days will be accepted where there are unusual circumstances which prevent giving thirty (30) days notice. In no event shall notice be less than seven (7) days.

B. 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.

C. 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.

26. SICK LEAVE BANK

A. The Union shall have the right to maintain a "Sick Leave Bank" for the employees covered

by this Salary Schedule. 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 establish a policy for handling the Sick Leave Bank. A final report shall be submitted by March 31, 2004.

27. DISABILITY LEAVE

When an employee covered by this Salary Schedule 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. 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 Salary Schedule.

28. ADMINISTRATION OF LEAVE

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

29. GROUP HEALTH INSURANCE

A. During Calendar Years 2013, 2014, 2015, 2016 and 2017, the County shall contribute seventy-three percent (73%) to the cost of the County's preferred provider health insurance plan for any employee. Participating employees shall contribute the remaining twenty-seven percent

(27%). Effective January 2018, the County shall contribute seventy percent (70%) and participating employees shall contribute the remaining thirty percent (30%).

B. During Calendar Years 2013, 2014, 2015 2016 and 2017, 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%). Effective January 2018, the County shall contribute seventy five percent (75%) and participating employees shall contribute the remaining twenty five percent (25%).

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. During Calendar Years 2013, 2014, 2015, 2016 and 2017, 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%). Effective January 2018, the County shall contribute eighty five percent (85%) and participating employees will contribute the remaining fifteen percent (15%). Employees who choose not to enroll in the Prescription Drug Plan may choose to receive a credit instead.

E. 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.

F. 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.

G. Employees may contribute up to the maximum amount permitted by the IRS in a dependent flexible spending account and up to the maximum amount permitted by the IRS in a medical flexible spending account.

30. LIFE INSURANCE

A. 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 dollar (\$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.

B. Effective July 1, 2017, the County shall pay a death benefit of thirty thousand dollars (\$30,000.00) upon the death of any employee covered by this Salary Schedule whose death results from an accidental personal injury arising out of and in the course of his/her employment.

31. UNEMPLOYMENT INSURANCE

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

32. RETIREMENT CONTRIBUTIONS

A. Employees paid in accordance with this Salary Schedule and who are eligible for enrollment in the Maryland State Retirement System shall pay retirement contributions at the rate of five percent (5%) or seven percent (7%) of base salary, depending on plan option selected.

B. Current participants in the Maryland State Retirement System may transfer to the Employee's Pension System, which is non-contributory up to the Social Security Wage Base.

C. All classified employees hired on or after January 1, 1980, must enroll in the Employee's Pension System.

D. The County's contribution rate shall be that amount as established from time to time by the State. Employee contributions (where applicable) shall be made through payroll deductions. If changes/improvements in retirement benefits are made, then contributions may be adjusted accordingly.

33. SUPPLEMENTAL RETIREMENT BENEFIT**A. Benefit Accrual and Amounts**

1. Effective July 1, 1992, employees covered by this Salary Schedule 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 a., 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 Salary Schedule 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 A.1.a., 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 June 30, 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 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 Salary Schedule 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 salary schedule 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 paragraph A 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 G. 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 Salary Schedule, 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 from July 1, 2015 through June 30, 2018, their "Average Annual Compensation" as that term is defined in the Pension Plan, will be calculated as if the employee had received all merit steps in Fiscal Years 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017 and 2018 on his/her anniversary date for the applicable merit increase that the employee otherwise would have been eligible to receive.

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 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.

34. SOCIAL SECURITY

A. The County is required to comply with the Federal Insurance Contribution Act (FICA) that provides for a federal system of old-age, survivors, disability (Social Security or OASDI), and hospital (Medicare or HI) insurance. Effective January 1, 2012, each employee paid in accordance with this salary schedule shall make contributions of 4.2% to the social security fund (FICA-OASDI) up to the wage base limit of one hundred ten thousand one hundred dollars (\$110,100.00); and 1.45% to the Medicare fund (FICA-HI) on all wages paid. 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.

35. MILITARY LEAVE

Any employee called up to active military service in response to the terrorist attacks on September 11, 2001, the resultant war on terrorism or other military action shall be eligible for the benefits set forth herein: Payment of a salary supplement equal to the difference between the employee's base rate of pay and the employee's base military rate of pay, without the exhaustion of the employee's annual, personal and compensatory leave balances. Eligibility for health care benefits to continue once the employee enters a leave without pay status with both the employer and employee contributions of the premium being paid by the County. These benefits shall

expire on March 1, 2019.

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

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

37. WORKERS' COMPENSATION

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

38. 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.

39. TRAINING CERTIFICATION PAY

A. Effective the first full pay period in July 2017. Employees covered by this agreement who are Maryland Emergency Medical Services providers shall receive an annual Training Certification payment as follows:

1. Emergency Medical Responder (EMR): four hundred (\$400.00) dollars per year
2. Emergency Medical Technician Basic (EMT-B): five hundred (\$500.00) dollars per year.
3. Emergency Medical Technician Paramedic (EMT-P) seven hundred fifty (\$750.00) dollars per year.

B. 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.

C. 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.

D. For the purpose of this section, 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.

40. WELLNESS AND 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 Salary Schedule 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.

41. POLICY STATEMENT

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