

# COUNTY COUNCIL OF PRINCE GEORGE'S COUNTY, MARYLAND

## 2002 Legislative Session

Bill No. CB-18-2002

Chapter No. 22

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

Introduced by Council Members Shapiro, Estepp, Wilson, Scott, Hendershot and Russell

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

Date of Introduction April 23, 2002

### BILL

1 AN ACT concerning

2 Collective Bargaining Agreement – International Association of

3 Fire Fighters, AFL-CIO, Local 1619

4 (Fire Fighters, Paramedics and Emergency Response Technicians)

5 For the purpose of amending the labor agreement by and between Prince George's County,

6 Maryland and the International Association of Fire Fighters, AFL-CIO, Local 1619 (Fire

7 Fighters, Paramedics and Emergency Response Technicians) to provide for wage increases and

8 certain other terms and conditions of employment for personnel classifications certified by the

9 Prince George's County Public Employee Relations Board.

10 BY repealing and reenacting with amendments:

11 SUBTITLE 16. PERSONNEL.

12 Section 16-233

13 The Prince George's County Code

14 (1999 Edition, 2001 Supplement).

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17 hereby repealed and reenacted with the following amendments:

18 SUBTITLE 16. PERSONNEL.

19 DIVISION 19. COLLECTIVE BARGAINING.

20 **Sec. 16-233. General.**

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

22 (1) Declaration of Approval – Local 1619, International Association of Fire Fighters,

1 AFL-CIO (Fire Fighters, Paramedics, and Emergency Response Technicians).

2 The County Council of Prince George's County, Maryland, having fully considered the  
3 labor agreement concluded between Prince George's County, Maryland and the International  
4 Association of Fire Fighters, Local 1619 on [October 1, 1999] March 13, 2002, hereby approves  
5 said agreement in accordance with the provisions of Section 13A-109 of the Prince George's  
6 County Code.

7 SECTION 2. BE IT FURTHER ENACTED that this Act shall take effect forty-five (45)  
8 calendar days after it becomes law and that the Agreement shall be retroactively effective to  
9 July 1, 2001.

Adopted this 21st day of May, 2002.

COUNTY COUNCIL OF PRINCE  
GEORGE'S COUNTY, MARYLAND

BY: \_\_\_\_\_  
Peter A. Shapiro  
Chair

ATTEST:

\_\_\_\_\_  
Redis C. Floyd  
Acting Clerk of the Council

APPROVED:

DATE: \_\_\_\_\_ BY: \_\_\_\_\_  
Wayne K. Curry  
County Executive

KEY:  
Underscoring indicates language added to existing law.  
[Brackets] indicate language deleted from existing law.

AGREEMENT  
MADE BY AND BETWEEN  
PRINCE GEORGE'S COUNTY, MARYLAND  
AND  
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS  
LOCAL NO. 1619  
(FIRE FIGHTERS, PARAMEDICS AND EMERGENCY RESPONSE TECHNICIANS)  
JULY 1, 2001 THROUGH JUNE 30, 2003

## TABLE OF CONTENTS

	<u>PAGE</u>
<b>PREAMBLE --...</b>	<b>1</b>
<b>ARTICLE 1 -- RECOGNITION .....</b>	<b>1</b>
<b>ARTICLE 2 -- EQUAL EMPLOYMENT OPPORTUNITY .....</b>	<b>2</b>
Section 2.1 Policy.....	2
<b>ARTICLE 3 -- ORGANIZATIONAL SECURITY .....</b>	<b>2</b>
Section 3.1 Union Membership.....	2
Section 3.2 Checkoff .....	2
Section 3.3 Conferences and Seminars .....	3
Section 3.4 Leave for Negotiations .....	3
Section 3.5 Union President .....	3
Section 3.6 Communication Distribution.....	3
Section 3.7 Union Pins and Jackets.....	3
Section 3.8 Union Information.....	4
Section 3.9 Non-participation in Volunteer Activities.....	4
Section 3.10 Uniforms.....	4
<b>ARTICLE 4 -- PRINCE GEORGE'S PROFESSIONAL FIRE FIGHTERS P.A.C. ....</b>	<b>4</b>
<b>ARTICLE 5 -- MANAGEMENT RIGHTS .....</b>	<b>4</b>
<b>ARTICLE 6 -- RULES AND REGULATIONS .....</b>	<b>4</b>
Section 6.1 Compliance with Regulations .....	4
Section 6.2 Notice of Policy Change.....	4
Section 6.3 Arbitrability .....	5
<b>ARTICLE 7 -- WAGES .....</b>	<b>5</b>
Section 7.1 Wages .....	5
Section 7.2 The Prince George's County Fire Service Pension Plan .....	6
Section 7.3 Pension Plan Modifications Effective July 1, 1983 .....	8
Section 7.4 Cost of Living Increases for Retirees .....	9
Section 7.5 Contribution to Retirement Trust Fund .....	10
Section 7.6 Education Incentive Pay Included in Base Compensation for Retirement Pension Benefit Purposes .....	10
Section 7.7 Pension Plan Modifications Effective July 1, 1989 .....	10
Section 7.8 Hold Harmless Benefit Calculation.....	11
Section 7.9 Purchase of Pension Credit with Annual Leave and Sick Leave .....	11
Section 7.10 Pension Plan Modifications Effective July 1, 1994 .....	11
Section 7.11 Pension Plan Modifications Effective July 1, 2001 .....	12
Section 7.12 (IRS Pickup Plan).....	13
Section 7.13 Joint Study Committee .....	13
Section 7.14 Group Health Insurance Coverage .....	13
Section 7.15 Life Insurance under the Beneflex Program.....	15
Section 7.16 Acting Pay .....	15
Section 7.17 Call-Back Pay.....	16
Section 7.18 Early Reporting Time.....	16

Section 7.19 Holidays .....	16
Section 7.20 Holiday Pay .....	17
Section 7.21 Special Duty Pay .....	17
Section 7.22 EMT Pay .....	18
Section 7.23 Stand-By Duty .....	19
Section 7.24 Pay While on I.O.J. Leave.....	19
Section 7.25 Clothing Allowance.....	19
<b>ARTICLE 8 -- LEAVE PROVISIONS .....</b>	<b>19</b>
Section 8.1 Sick Leave .....	19
Section 8.2 Annual Leave .....	19
Section 8.3 Leave of Absence .....	20
Section 8.4 Injured on the Job Leave .....	20
Section 8.5 Death and Disability Payments .....	21
Section 8.6 Shift Work Leave .....	21
Section 8.7 Personal Leave .....	21
Section 8.8 Bereavement Leave .....	21
Section 8.9 Additional Leave Provision.....	22
Section 8.10 Sick and Annual Leave Disposition Upon Separation .....	22
Section 8.11 Sick Leave Bank.....	23
Section 8.12 Day Personnel .....	23
<b>ARTICLE 9 -- SHIFT STAFFING.....</b>	<b>24</b>
Section 9.1 Shift Minimum .....	24
Section 9.2 Mobile Intensive Care Units (MICU) .....	24
<b>ARTICLE 10 -- TRAINING .....</b>	<b>24</b>
Section 10.1 .....	24
Section 10.2 .....	25
Section 10.3 .....	25
Section 10.4 .....	25
<b>ARTICLE 11 -- PROMOTIONS.....</b>	<b>25</b>
<b>ARTICLE 12 -- SAFETY AND HEALTH .....</b>	<b>25</b>
Section 12.1 Cooperation .....	25
Section 12.2 Safety Officer .....	25
Section 12.3 Treatment of Injuries .....	26
Section 12.4 Safety .....	26
Section 12.5 Physical Training Supplement .....	26
Section 12.6 EAP .....	27
<b>ARTICLE 13 -- HOURS OF WORK.....</b>	<b>27</b>
Section 13.1 Workweek .....	27
Section 13.2 Exchange of Shifts .....	28
Section 13.3 Responsibility .....	28
Section 13.4 Overtime Pay .....	28
<b>ARTICLE 14 -- GRIEVANCE AND ARBITRATION PROCEDURE.....</b>	<b>29</b>
Section 14.1 Definition .....	29
Section 14.2 Applicability of Grievance Procedure.....	29

Section 14.3	Grievance Procedure .....	29
Section 14.4	General Provisions .....	30
Section 14.5	Time Limits .....	31
Section 14.6	Days Defined .....	31
Section 14.7	Processing Grievances During Working Hours .....	31
<b>ARTICLE 15 --</b>	<b>PERSONNEL FILES .....</b>	<b>31</b>
Section 15.1	Review .....	31
Section 15.2	Expunction .....	31
<b>ARTICLE 16 --</b>	<b>REMOVAL AND TRANSFER.....</b>	<b>31</b>
Section 16.1	Removal and Transfer .....	31
Section 16.2	Resolution.....	32
Section 16.3	Appeal .....	32
<b>ARTICLE 17 --</b>	<b>PREVAILING RIGHTS.....</b>	<b>32</b>
<b>ARTICLE 18 --</b>	<b>ROSTER .....</b>	<b>32</b>
<b>ARTICLE 19 --</b>	<b>NO STRIKE OR LOCKOUT .....</b>	<b>32</b>
Section 19.1	.....	32
Section 19.2	.....	33
Section 19.3	.....	33
<b>ARTICLE 20 --</b>	<b>VACANCIES .....</b>	<b>33</b>
<b>ARTICLE 21 --</b>	<b>SAVINGS CLAUSE.....</b>	<b>33</b>
<b>ARTICLE 22--</b>	<b>TUITION ASSISTANCE AND EDUCATION INCENTIVE.....</b>	<b>33</b>
<b>ARTICLE 23 --</b>	<b>DURATION .....</b>	<b>33</b>

## **PREAMBLE**

This Collective Bargaining Agreement is entered into by Prince George's County, Maryland ("County") and Local 1619, International Association of Fire Fighters, AFL-CIO ("Union") and has as its purpose the promotion of harmonious relations between the County and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and includes the agreement of the parties on rates of pay, hours of work and other conditions of employment for the employees covered hereunder.

## **ARTICLE 1 -- RECOGNITION**

A. The County recognizes the Union as the sole and exclusive bargaining agent of the Prince George's County Fire/EMS Department employees listed below in the units for which it was certified by the Prince George's County Public Employee Relations Board, to wit:

1. Unit One: Paramedic Trainees, Paramedic I's, Paramedic II's, Fire Fighters, and Technicians;

2. Unit Two: Paramedic III's, Fire Sergeants, Fire Lieutenants, and Fire Captains.

B. Effective July 1, 1994, subject to an amendment of certification by the Public Employee Relations Board, "Paramedic IV's" and "Battalion Chiefs" are added to Unit Two; "Fire Sergeants" are deleted.

C. Employees who are employed on or after September 5, 1984 to work on MICUs shall work in the job classifications of "Paramedic Trainee," "Paramedic I," "Paramedic II," or "Paramedic III." Effective July 1, 1994, employees in the job classification of "Paramedic IV" shall be included with the Paramedic classifications listed in the previous sentence. The parties agree that such Paramedics shall be considered uniformed Fire Fighters exclusively for the purpose of coverage by the binding interest arbitration provisions of the County Labor Code (Section 13A-111.1 et seq.) and this Collective Bargaining Agreement, except where specific modifications applicable to Paramedics have been negotiated, as set forth herein.

D. Effective July 1, 1999, subject to an amendment of certification by the Public Employee Relations Board, "Emergency Response Technician I," "Emergency Response Technician II," "Emergency Response Technician III," and "Emergency Response Technician" are added to Unit One; "Emergency Response Technician Lieutenant," "Emergency Response Technician Captain," and "Emergency Response Technician Battalion Chief" are added to Unit Two. The parties agree that such Emergency Response Technicians shall be considered uniformed Fire Fighters exclusively for the purpose of coverage by the binding interest arbitration provisions of the County Labor Code (Section 131-111.1 et seq.) and this Collective Bargaining Agreement, except where specific modifications applicable to Emergency Response Technicians have been negotiated, as set forth herein.

## **ARTICLE 2 -- EQUAL EMPLOYMENT OPPORTUNITY**

### **Section 2.1 Policy**

A. It is the policy of the County to provide equal employment 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, religious, 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 Checkoff**

A. Upon 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 fee 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 three (3) per fiscal year and that not more than four (4) union members 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.

C. In addition, the Union shall have an additional Administrative Leave Bank of seven hundred fifty (750) additional hours. This also shall be without loss of pay or leave. All requests for administrative leave pursuant to this section are subject to the approval of the Fire Chief and shall not be unreasonably withheld. The Union will attempt to provide the requests seventy-two (72) hours in advance.

### **Section 3.4 Leave for Negotiations**

Employees (not to exceed five (5) 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 shall be granted administrative leave with pay as may be required for the purpose of discharging his official duties as Union President.

### **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 typed in 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 Union Information**

The County supports funding a bulletin board in each fire station and bureau for Union newsletters and notices, and to the extent possible, shall provide such boards upon request.

### **Section 3.9 Non-participation in Volunteer Activities**

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

### **Section 3.10 Uniforms**

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

## **ARTICLE 4 -- PRINCE GEORGE'S PROFESSIONAL FIRE FIGHTERS P.A.C.**

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 Professional Fire Fighters P.A.C. fund. The Union agrees to indemnify and hold harmless the County from any loss or damages arising from the operation of this Article.

## **ARTICLE 5 -- 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; relieve employees from duty because of lack of work; to take any action necessary to carry out the mission of the County.

## **ARTICLE 6 -- RULES AND REGULATIONS**

### **Section 6.1 Compliance with Regulations**

The Union agrees that its members shall comply with all County Fire/EMS Department rules and regulations, including those relating to conduct and work performance, unless specifically modified in this Agreement.

### **Section 6.2 Notice of Policy Change**

In order that both parties may be kept aware of developments, the County agrees to furnish the Union President with changes regarding policy, procedures, or practices that will affect working conditions in the bargaining unit.

### **Section 6.3 Arbitrability**

Nothing contained in Section 6.1 and 6.2 of this ARTICLE 6 is intended to limit the Union's ability to grieve and submit to arbitration, as specifically stated in Sections 14.1 and 14.2, respectively, of ARTICLE 14, a claimed violation, misinterpretation or misapplication of the rules or regulations of the County affecting the terms and conditions of employment.

## **ARTICLE 7 -- WAGES**

### **Section 7.1 Wages**

#### **A. Cost of Living**

1. Effective the first full pay period beginning on or after July 1, 2001, employees covered by this Agreement will receive a three percent (3%) increase in their base hourly rates of pay.

2. Effective the first full pay period beginning on or after January 1, 2002, employees covered by this Agreement will receive a seven hundred fifty dollars (\$750.00) increase in their base annual rates of pay.

3. Effective the first full pay period beginning on or after July 1, 2002, employees covered by this Agreement will receive a three percent (3%) increase in their base hourly rates of pay.

4. Effective the first full pay period beginning on or after January 1, 2003, employees covered by this Agreement will receive a seven hundred fifty dollars (\$750.00) increase in their base annual rates of pay.

#### **B. Merit Increases**

1. Employees covered by this Agreement who are otherwise eligible to receive a merit increase during the period from July 1, 2001 through June 30, 2002, will receive it.

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

#### **C. Wage Scale for Bargaining Unit Members.**

1. The modifications in the wage scale as described in Attachment A attached hereto are effective July 1, 1989, with further modifications which were effective on or after July 1, 1993.

2. Further, effective beginning on July 1, 1999, any employee covered by this Agreement hired before July 1, 1996, who completed eighteen (18) years of actual service as defined in the

Fire Pension Plan but who is not at the step for his/her rank on the Min-Max System which reflects the completion of eighteen (18) years of service will be placed at that step on the date that marks the completion of his/her eighteenth (18th) year of service, provided, however, that the resulting rate of pay may not exceed the maximum step for the employee's rank.

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

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

## **Section 7.2 The Prince George's County Fire Service Pension Plan**

A. The County agrees to maintain the Pension Plan with the following changes, which were made effective July 1, 1981 unless otherwise specifically noted:

1. Normal retirement to be based on twenty (20) years actual service with the County, or attainment of age fifty-five (55), at a retirement rate of two and one-half percent (2.5%) per year of the "Average Annual Compensation" of the employee as that term is defined in the Pension Plan.

2. Normal retirement for bargaining unit employees who were employed on or after September 5, 1984, in a Paramedic classification covered by this Agreement is based on twenty-five (25) years of actual service with the County, at a retirement rate of two percent (2%) per year of the "Average Annual Compensation" of the employee as that term is defined in the Pension Plan.

3. Employees may continue to accrue an additional two percent (2%) per year benefit accrual for every year after normal retirement for a maximum of ten (10) years.

4. Military buy-back time will be counted for purposes of benefit accrual.

5. Disability benefits will be calculated on the highest thirty-six (36) months average of the employee's base rate of compensation.

6. For service connected disability occurring before normal retirement the lifetime benefit will be seventy percent (70%) of the employee's average annual compensation. For non-service connected disability occurring before normal retirement the lifetime benefit will be fifty percent (50%) of the employee's average annual compensation. This amount will be increased by an

additional two percent (2%) per year benefit accrual for every year over twenty (20) up to the maximum non-service disability pension provided by the Pension Plan. This provision does not affect the amount of accredited service up to a total of thirty (30) years said employee may accrue for normal retirement under Section 7.2 B.

7. The County further agrees that any ancillary benefits not specifically changed in the process of negotiations between the County and the Union will remain intact and be included in the writing of the new pension document.

B. Benefits under the Pension Plan in effect starting July 1, 1980, shall be based on actual service by that employee. However, "actual service" shall include service by that employee for a Prince George's County volunteer fire company, provided that:

1. The participant elects, in writing, on or before September 30, 1974, to make the payments provided for in the Pension Plan; and

2. Such service would have been continuous service, as defined in this Plan, if it had been rendered by a County employee; and

3. The participant became an employee immediately following his/her termination of service with the volunteer company.

C. Fire Fighters Local 1619 shall nominate a representative to the Board of Trustees of the Fire Fighters Pension Plan to the County Executive. Effective when this Agreement for the period from July 1, 1993, through June 30, 1995, is enacted into law, Professional Fire Fighters Association Local 1619 shall nominate three (3) representatives to the Board of Trustees of the Fire Service Pension Plan to the County Executive.

D. In lieu of the current benefit reduction at age sixty-five (65), as presently provided for in the Pension Plan, the pension benefit shall not be reduced until the age the member would have become eligible for full social security benefits or age sixty-five (65) whichever occurs later.

E. If a fire fighter dies after eligibility for normal retirement while still an active employee, his/her spouse shall receive a pension equal to fifty percent (50%) of the actuarially reduced pension the member would have received had he/she retired the day before his/her death and elected a joint survivor annuity. For the surviving spouses of fire fighters who are eligible for normal retirement and die on or after July 1, 1994, this benefit increases to one hundred percent (100%) of the actuarially reduced pension the member would have received had he/she retired the day before his/her death and elected a joint survivor annuity.

F. The Retirement Administrator shall make available a copy of the current Pension Plan and accompanying Executive Orders to the Union. Thereafter at a mutually convenient time the Retirement Administrator agrees to meet with a designated Union representative to review said Plan or any facet of the Plan.

### **Section 7.3 Pension Plan Modifications Effective July 1, 1983**

A. The Benefit and Administrative modifications described in Subsection 1 and 2 below are effective July 1, 1983.

1. Benefit Modifications.

a. Service Connected Disability Pension

An employee will be eligible for a service connected disability pension at seventy percent (70%) of the employee's average annual compensation without regard to the normal retirement date of the employee. Subsection 7.2 A.6. is therefore modified accordingly.

b. Elimination of Carve-out

There shall be no reduction in pension benefits to a retiree by virtue of becoming eligible for full social security benefits or attaining age sixty-five (65). Subsection 7.2 D. is therefore modified accordingly.

2. Administrative Modifications

a. Plan Booklets

1. Within ninety (90) days following the date of legislative enactment of this Agreement, the Pension Plan document will be updated to include any negotiated changes in the Pension Plan. The Plan document will then be printed in booklet form, and copies of the booklet will be made available to Plan participants through the Union. Subsection 7.2 F. is therefore modified accordingly.

2. Five hundred (500) copies of the Pension Plan shall be delivered to the Union for distribution to bargaining unit members at no cost to the Union or to the unit members. New participants will be issued a copy of the Pension Plan by the Union.

b. Representation On the Medical Advisory Board

The President of the Union, or his designated permanent alternate, will serve as a nonvoting member of the Medical Advisory Board in cases involving employees covered by this Agreement. The Union representative will act in the same role as the representative of the Fire Department who appears before the Medical Advisory Board.

c. Administrative Review Board Meetings

The Administrative Review Board will hold regular quarterly meetings, and the Retirement Administrator shall report quarterly all significant actions and decisions described in Section 8.2 of the Fire Pension Plan to the Administrative Review Board for its review.

d. Representation On the Disability Review Board

The President of the Union, or his designated permanent alternate, shall serve as a voting member of the Disability Review Board.

e. Disability Leave Termination Notice

Where it is determined by the Plan that an employee covered by the Agreement who is on Disability Leave is to be returned to work, a copy of the letter so informing the Fire Chief will also be provided to the affected employee.

f. Disability Status Review by the Medical Advisory Board

When an employee is sent to a County doctor for examination before a review of his/her disability status by the Medical Advisory Board (MAB), the employee shall be advised by letter of his/her right to submit other medical information to the MAB. The parties have agreed on a letter to be sent out for such purposes. A copy of the County doctor's report will be sent to the employee.

**Section 7.4 Cost of Living Increases for Retirees**

A. In January of each year, beginning in January, 1990, two-thirds (2/3) of the total investment returns (on a market value basis including realized and unrealized capital gains and losses, as well as interest and dividends in excess of the interest assumption for the previous plan year) will be transferred to a "post-retirement increase fund" with the exception that in January, 1990, the calculation will be from the previous two (2) plan years.

B. On January 31 of each year, beginning on January 31, 1990, every retiree will receive a permanent increase in his or her retirement benefit as calculated in paragraph C.

C. The permanent increase will be determined by actuarially calculating the lifetime benefit that can be provided each eligible retiree from the post-retirement increase fund, determined pursuant to paragraph A, provided:

1. Each eligible retiree will receive the same dollar amount.

2. The maximum increase provided shall not exceed one hundred twenty-five dollars (\$125.00) per month until January, 2002, when the maximum increase permitted shall be one hundred fifty dollars (\$150.00) per month.

3. No increase shall be provided if the amount in the post-retirement increase fund is not sufficient to provide at least a ten dollar (\$10.00) benefit increase.

D. Any amount in the "post-retirement increase fund" described in paragraph A. in excess of the amount necessary to fund the maximum permanent retirement increase described in paragraph C.2. or less than an amount necessary to provide the minimum benefit described in paragraph C.3. will be transferred (returned) to the general pension fund assets.

E. Effective with the calculation done in January, 1990, the phrase "actuarially calculating the lifetime benefit" in subparagraph C. 3., above, means that the Plan's actuary will use the same procedures utilized in 1988 for calculating the COL benefit but will also include an assumption that the pool of assets that has been determined to be available for COL purposes, if any, will earn interest at the same rate of return that is assumed for the Pension Fund itself. Also effective with the calculation done in January, 1990, any negative performance of the Pension Fund (the percentage by which actual returns fall short of the interest assumption) will be carried forward to successive calculations under this procedure until totally absorbed by future positive earnings.

F. The County has agreed to extend this provision regarding cost of living increases to retirees to both current and future 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 7.5 Contribution to Retirement Trust Fund**

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

### **Section 7.6 Education Incentive Pay Included in Base Compensation for Retirement Pension Benefit Purposes**

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 education incentive pay (EIP) for retirement pension benefit purposes only.

### **Section 7.7 Pension Plan Modifications Effective July 1, 1989**

A. Unless noted otherwise below, the benefit modifications described in Subsections 1. through 4., below, are effective July 1, 1989.

1. Normal Retirement for Fire Fighters and Paramedics. Normal retirement is to be based on twenty (20) years actual service with the County, or attainment of age fifty-five (55), at a retirement rate of three percent (3%) per year of the "Average Annual Compensation" of the employee as that term is defined in the Pension Plan. Subsection 8.2 A. is therefore modified accordingly.

2. Service Connected Disability Pension. Effective from the date this Agreement becomes law, for service connected disability the lifetime benefit will be fifty-five percent (55%) of the employee's "Average Annual Compensation" as that term is defined in the Pension Plan.

a. An employee who is permanently and totally disabled in the line of duty such that he/she is unable to perform the duties of any occupation will receive a ninety percent (90%) disability benefit regardless of years of service. The loss of both hands, or both arms, or both feet, or both legs, or both eyes, or any two thereof, in the line of duty creates a rebuttable presumption that the employee is totally and permanently disabled within the meaning of this provision.



b. Subsections 7.2 E. and 7.3 A. are therefore modified accordingly.

3. Pop-back of Benefits. Where the designated beneficiary of a retiree who has elected a reduced joint and survivor pension benefit predeceases the retiree, or the designated beneficiary has, as of the date of acceptance by the Plan, been granted a valid and final decree of divorce from the retiree, the retiree's monthly benefit shall be increased ("pop back") upon request to the level it would have been had the reduced joint and survivor option never been chosen. The increase shall be effective for the month following the designated beneficiary's date of death or date of the Plan's acceptance of a valid and final decree of divorce, but shall not affect previously paid benefits.

4. High Twenty-Four (24) Month Benefit. The computation of a retiree's benefit shall be based on the employee's high twenty-four (24) month average pay. The definition of "Average Annual Compensation" in the Pension Plan shall be modified accordingly. Also, Subsection 7.3, 1. a. is therefore modified accordingly.

### **Section 7.8 Hold Harmless Benefit Calculation**

A. For any Plan member who retires after July 1, 1991, "Average Annual Compensation" as that term is defined in the Pension Plan will be calculated as if the Plan member had received the seven percent (7%) cost of living increase set forth under Section 6.1.C. of the original Agreement and scheduled to become effective during the first full pay period beginning on or after July 1, 1991, and, if appropriate, the two percent (2%) wage scale equalization adjustment set forth under Section 6.1.D. of the original Agreement and scheduled to become effective during the first full pay period in January, 1992. This salary shall also be applicable for calculating any leave payouts due upon retirement during this period of time.

B. For any employee covered by this Agreement who retires during the period from July 1, 2001 through June 30, 2003, "Average Annual Compensation," as that term is defined in the Pension Plan, will be calculated as if the employee had received all merit steps in Fiscal Year 1996 and 1997 on his/her anniversary date that the employee otherwise would have been eligible to receive but for the deferral of such merit step increases in Fiscal Year 1996 and/or 1997.

### **Section 7.9 Purchase of Pension Credit with Annual Leave and Sick Leave**

Effective January 1, 1993, all participants will be permitted to purchase additional pension credit after twenty (20) years of service with annual and sick leave at "non-window" (40 annual/80 sick) rates as set forth in Section 4.1.(A)(b)(ii) of the Pension Plan.

### **Section 7.10 Pension Plan Modifications Effective July 1, 1994**

A. In addition to the Pension Plan Modifications described in Section 8.2.H. (Representation on Board of Trustees), Section 8.2.J. (100% Survivor benefit while still employed) and Section 8.4.C.2. (Maximum cost of living increase) above, the following modifications are effective July 1, 1994:

### 1. Benefit Accrued after Normal Retirement

Employees may continue to accrue an additional two and one-half percent (2.5%) per year benefit accrual for every year after normal retirement for a maximum of ten (10) years. This provision, which is effective on July 1, 1994, applies to retirements occurring on or after July 1, 1993, but not retroactively. Subsection 7.2.A.3. is therefore replaced accordingly.

### 2. Free Joint and Survivor Annuity

At the time of retirement, plan participants will continue to elect whether to receive a joint and survivor pension benefit. Notwithstanding the retirement benefit actually elected by a retiree, effective July 1, 1994, if the retiree dies within one year after his/her retirement date, his/her spouse shall receive a pension equal to one hundred percent (100%) of the actuarially reduced pension the retiree would have received had the retiree elected a joint and one hundred percent (100%) survivor annuity. In the event a retiree elects to receive an actuarially reduced pension by selecting a joint and survivor annuity, the retiree will receive an unreduced pension during the year following his/her retirement date. After that year, he/she will begin to receive the reduced pension benefit selected.

### 3. Benefit Calculation for Retirees During Fiscal Year 1995

For any Plan Member who retires during the period from July 1, 1994 through June 30, 1995, "Average Annual Compensation" for the purpose of computing the retiree's benefit shall be based on the employee's high twelve (12) month average pay and will be calculated as if the employee had received the merit step (anniversary) increase which he/she would otherwise have been entitled to receive during Fiscal Year 1994. This salary shall also be applicable for calculating any leave payouts due upon retirement during this period of time.

## **Section 7.11 Pension Plan Modifications Effective July 1, 2001**

### A. Pre-Retirement Survivor Annuity

1. Effective July 1, 2001, an employee with fifteen (15) or more years of service, but less than twenty (20) years of service, dies while still an active employee, his/her spouse shall 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.

### B. ERT Pension

1. All provisions of the Fire Service Pension Plan shall apply to Emergency Response Technicians.

### C. Survivor Benefit for Disability Retirees

1. Effective July 1, 2001, an employee who retires on a disability may elect to chose a joint and survivor annuity benefit.

### **Section 7.12 (IRS Pickup Plan)**

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

1. 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;

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

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

4. 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.

B. 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 7.13 Joint Study Committee**

The County agrees to participate in a Joint Study Committee to propose an actuarially determined cost neutral Back Drop Plan to the Union within six (6) months of the signing of this Agreement. The Union may then agree to such Drop program.

### **Section 7.14 Group Health Insurance Coverage**

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%).

1. 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%).

2. The Union shall contribute eleven thousand dollars (\$11,000.00) per year to the County's deductible prescription program for employees covered by this Agreement who elect to participate in that program. The employee shall contribute 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.

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

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

5. 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.

E. 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.

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 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.

H. A Joint Health Care Committee will be created. The Union President or his designee shall be a member of this Committee. The purpose of this committee shall be to explore and develop means to continue to contain health care costs while maintaining or improving quality of delivery. The committee shall also explore the feasibility of providing employee health care through a custom designed, self-insured managed care system. The County shall provide the Union, through the Joint Committee on Health Care, with complete information on health care plan design, administration and costs.

### **Section 7.15 Life Insurance under the Beneflex Program**

A. The County will provide employees covered by this Agreement with the County basic group term life insurance policy with a benefit of 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 (1) to four (4) 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 Agreement who retires until age sixty (60) in an amount equal to the difference between the face value of his/her County basic term life insurance at the date of retirement and the decreased insured value of his/her County basic term life insurance after date of retirement. When the retiree attains age sixty (60), the retiree's total life insurance benefit shall be reduced by fifteen percent (15%) of the original face value per year, to a residual of twenty-five percent (25%) by reducing the supplemental life insurance benefit by twenty percent (20%) on the first (1st) day of the calendar month coinciding with or next following the date of his/her attainment of age sixty (60). On each of the next four (4) anniversaries the supplemental life insurance benefit will be reduced by the same dollar amount. The total combined life insurance benefit which the County will provide pursuant to the foregoing under the County's basic term life insurance policy and the supplemental life insurance policy will equal two (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 five thousand dollars (\$5,000.00) accidental death insurance policy the County maintains for employees covered by this Agreement shall be payable in the amount of fifty thousand dollars (\$50,000.00) to an employee's designated beneficiary should the employee be killed in the line of duty.

### **Section 7.16 Acting Pay**

A. When an employee assumes a higher rank in an acting capacity, for a period of greater than seven (7) consecutive days, he/she shall be paid at a rate of pay which is equivalent to a one- step increase or the minimum necessary to place the employee at the entry level rate of the higher grade, and shall continue to be paid at that rate until relieved by the person for whom he/she is acting, or by a person of equal rank to that position, who is permanently assigned to that station or bureau.

B. Beginning with the forty-sixth (46th) consecutive day in such an acting capacity, an employee shall be paid at a rate of pay which is ten percent (10%) above his/her regular rate of pay or the minimum necessary to place the employee at the entry level rate of the higher grade, whichever is greater, while he or she continues to work in the acting capacity.

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

### **Section 7.17 Call-Back Pay**

An employee who is called back to work from off-duty, and does in fact perform duties in behalf of the Prince George's County Fire/EMS Department during his/her normal off-duty hours, by career officers authorized by the County Fire Chief, shall be paid the minimum of four (4) hours at one and one-half (1.5) times his/her regular rate of pay. This provision shall not apply to administrative hearings or disciplinary procedures. However, management will attempt to schedule such hearings and/or procedures during the normal duty hours of the employee; or, at a time mutually agreeable to both parties.

### **Section 7.18 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 7.17 shall apply to an employee called in to work more than two (2) hours immediately before his/her regularly scheduled starting time.

### **Section 7.19 Holidays**

A. Effective December 1, 1997, the following shall be designated as holidays within the scope of this Agreement:

New Year's Day	Columbus Day
Martin Luther King'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'
Fire Fighter Recognition Day (Friday before the observance of Memorial Day)	Appreciation Day

B. Further, beginning in the 1998 wage reporting year, employees covered by this Agreement will be granted an additional four (4) hours of personal leave each wage reporting year in lieu of the former General Election Day Holiday.

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

D. Beginning in the 2001 wage reporting year, if July 4 falls on a weekend, employees covered by this Agreement who work on the holiday or the day it is celebrated will receive holiday pay. Employees who work both the holiday and the day the holiday is celebrated will receive holiday pay for only one (1) day.

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

#### **Section 7.20 Holiday Pay**

A. If an employee works on a designated holiday which coincides with his/her regularly scheduled work hours, he/she shall be paid at the rate of two (2) times his/her regular rate of pay for all hours worked on the holiday (except overtime).

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

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

D. If an employee is required to work on a holiday which coincides with a day on which his/her regularly scheduled day off occurs, he/she shall be compensated at the rate of one and one-half (1.5) times his/her regular rate of pay for all hours worked on the holiday. In addition, shift personnel who are required to work on a holiday which coincides with their regularly scheduled day off shall earn eight (8) hours of compensatory leave.

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

#### **Section 7.21 Special Duty Pay**

A. Fire Fighters assigned duties as Bomb Technicians or Paramedics shall be compensated at a rate nine percent (9%) per hour above their regular base pay. This additional pay is to compensate Bomb Technicians in lieu of overtime for attendance at required continuing education and skills maintenance sessions and Paramedics in lieu of overtime for sessions

required to maintain their certification level to CRT. In addition, any Fire Fighter/Paramedics who are certified as EMT-P shall receive an additional two percent (2%) for continuing education required to maintain their EMT-P certification level. Special duty pay shall apply only as long as the Fire Fighter is assigned duties of a Bomb Technician or the Fire Fighter is assigned the duties of a Paramedic assigned to riding a Mobile Intensive Care Unit (MICU). Special duty pay for a Fire Fighter assigned the duties of a Paramedic as described above is only applicable to Fire Fighters up to and including the rank of Battalion Chief. Fire Fighters covered by this Agreement who maintain their EMT-P certification even though they are not currently assigned to ride a MICU or assigned to supervise paramedics who are assigned to ride a MICU will continue to receive a special duty pay of two percent (2%) for maintaining their EMT-P certification.

B. Any special duty payments previously made to Fire Fighters/Paramedics which are inconsistent with the provisions of the Memorandum of Understanding between the County and the Union dated September 5, 1984, or previous provisions concerning special duty pay under this Agreement are hereby acknowledged and approved.

C. Employees employed on or after September 5, 1984, in a Paramedic classification shall be compensated in lieu of overtime pay for attendance at continuing education and skills maintenance sessions at a rate either two percent (2%) or four percent (4%) per hour above their regular base pay as follows:

1. Paramedic I's and any Paramedic Trainees certified in CRT, two percent (2%) special duty pay; and,

2. Paramedic II's, Paramedic III's and any Paramedic Trainees and Paramedic I's certified as EMT-P shall receive four percent (4%) special duty pay.

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

E. Subsections A., B., C. and D. of this Section 7.21 do not apply to employees in a job classification of the Emergency Response Technician classification series, except for employees who may be assigned duties as Bomb Technicians.

## **Section 7.22 EMT Pay**

Employees covered by this Agreement 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.



### **Section 7.23 Stand-By Duty**

A. There shall be two (2) tours of stand-by 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 7.24 Pay While on I.O.J. Leave**

Any employee who, in accordance with Section 8.4, is on I.O.J. or disability leave shall receive all pay during said period as disability income.

### **Section 7.25 Clothing Allowance**

Employees covered by this Agreement 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.

## **ARTICLE 8 -- LEAVE PROVISIONS**

### **Section 8.1 Sick Leave**

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

### **Section 8.2 Annual Leave**

A. 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).

B. 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 A., above or in excess of the one hundred thirty (130) days maximum formerly allowed in Section 8.2.A.

C. 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.

D. An employee covered by this Agreement 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.

### **Section 8.3 Leave of Absence**

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

### **Section 8.4 Injured on the Job Leave**

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

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

C. During the first year of this Agreement, the parties will form a Joint Study Committee to recommend more efficient ways to administer disability leave at the departmental level.

## **Section 8.5 Death and Disability Payments**

A. Any condition or impairment of health of any person employed by Prince George's County, Maryland, as a Fire Fighter, 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 heart disease, lung 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.

## **Section 8.6 Shift Work Leave**

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

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

C. Effective July 1, 2001, the Fire Department will provide a copy of the leave calendar to the Union when issued.

## **Section 8.7 Personal Leave**

Three (3) paid personal leave days per leave year – including the four (4) hours in Section 7.19 (Holidays) -- 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.

## **Section 8.8 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.

### **Section 8.9 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/EMS Department to perform duties will be entitled to receive one (1) hour of compensatory time for each hour worked during the emergency (not to exceed eight (8) hours per employee per twenty-four (24) hour period), in addition to any pay to which they are entitled for that period.

### **Section 8.10 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 be liquidated in the following manner:

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

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

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

- a. Upon separation from employment, employees who participate in the pension plan may elect to receive a cash payment for the remainder of their annual leave hours that were accumulated as of the end of the 1996 leave year or for up to 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 Section 7.9 of this Agreement.

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

4. Upon separation from employment for non-disciplinary reasons (including but not limited to retirement, disability and death), eligible employees will receive cash payment for unused sick leave accumulated as of the end of the 1996 leave year at 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 the date of separation but not to exceed the highest rate of pay for a Battalion Chief in January, 1997 -- that is, \$38.3990 per hour. However, if a 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 pension plan, sick leave earned beginning with the 1997 leave year (i.e., new sick leave) is not subject to cash payment upon separation, but is available to purchase service credit under the pension plan as provided in Section 7.9 of this Agreement. However, officers with less than twenty (20) years of service who terminate employment because of service connected disability and officers whose employment terminates because of death are eligible for cash payment for all sick leave earned, including sick leave earned beginning with the 1997 leave year, at the rates set forth in paragraph 4., immediately above.

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

#### **Section 8.11 Sick Leave Bank**

A. The Union shall have the right to maintain a "Sick Leave Bank". 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 leave balance (annual and sick). 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.

#### **Section 8.12 Day Personnel**

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

## **ARTICLE 9 -- SHIFT STAFFING**

### **Section 9.1 Shift Minimum**

A. The day shift minimum staffing level for truck and squad companies shall be four (4) career personnel. The day shift minimum staffing level for stations without a truck or squad company shall be three (3) career personnel. Effective September 1, 1999, during the period of this Agreement, minimum staffing level on an engine company shall be four (4) career personnel, one (1) of whom shall be a supervisor.

B. The minimum staffing levels shall be required at 0900 hours of each daylight shift and shall apply to weekday shifts only. Effective July 1, 1999, during the period of this Agreement, the minimum staffing levels shall be required at 0700 hours through 1500 hours of each daylight shift and shall apply to weekday shifts only.

C. Implementation of the staffing levels shall be as follows:

1. The Battalion Chief would detail a person from another station in the Battalion.
2. Should the Battalion Chief have no one available in the Battalion, the departmental Deputy Chief of Field Operations or his/her designee would locate a person in one of the other Battalions and detail that person to the under-minimum station.
3. Should no one be available in any station, an appropriate departmental Career Officer would authorize the detailing of any other career uniformed personnel or would call back any off-duty person to fill the vacancy.

D. Effective July 1, 2002, for any station staffed during a shift by a bargaining unit career Fire Fighter and/or ERT, such station must have more than one (1) such career Fire Fighter and/or ERT on duty at such station during said shift. In addition, the County acknowledges that it is the County's preference that suppression based apparatus go out with a minimum of two (2) career Fire Fighters and/or ERT's between 3 p.m. and 7 a.m. on weekdays, and during weekends, and that the parties will meet on a monthly basis to discuss ways to achieve such staffing needs.

### **Section 9.2 Mobile Intensive Care Units (MICU)**

The ten (10) existing Mobile Intensive Care Units will be staffed, at a minimum, with at least two (2) employees; one of whom is a County certified EMT-P, and the other of whom is either a County certified EMT-P or a Paramedic Intern (nationally and state certified).

## **ARTICLE 10 -- TRAINING**

### **Section 10.1**

The Department agrees to increase the number of cross training classes and opportunities for career Fire Fighters and career Paramedics.

## **Section 10.2**

The Department will provide, at a minimum, straight-time comp time for all prior approved unpaid training except for the required continuing education for EMT-P, which is considered paid training.

## **Section 10.3**

It shall be the employee's responsibility to maintain his/her existing EMT and CPR certification on the employee's own time. Such classes will continue to be offered by the Department for employees to attend. All other Federal and County mandated training, i.e. Hazmat Awareness, Infectious Control and EVOC will be provided by the County while the employee is on duty.

## **Section 10.4**

When an employee is taking required courses toward his/her paramedic training requirement, i.e. Maryland, National EMT-P, the employee's schedule will be adjusted (flex time) to allow the employee to make up for lost work time caused by such training.

# **ARTICLE 11 – PROMOTIONS**

A. For promotion to ranks above Emergency Response Technician III:

1. Regular promotional exams-will be given every two (2) years;
2. Promotional exams will be given within ninety (90) days after the last eligibility list expires;
3. There will be a requirement of previous experience as a career Fire Fighter, Paramedic, or Emergency Response Technician in the lower grade before promotion to a higher grade.

# **ARTICLE 12 -- SAFETY AND HEALTH**

## **Section 12.1 Cooperation**

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

## **Section 12.2 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 12.3 Treatment of Injuries**

The County agrees to pursue the establishment of a standardized procedure with the area hospital facilities that would give immediate treatment to Fire/EMS Department personnel who are injured on the job.

### **Section 12.4 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 14, Section 14.3 A. 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 are 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 19 of this Agreement.

### **Section 12.5 Physical Training Supplement**

A. Employees covered by this Agreement shall receive a Physical Training Supplement of two hundred twenty-five dollars (\$225.00) per year. This physical training supplement is not



considered part of the employee's base pay, and will be paid in one installment in July of each fiscal year.

**B. Wellness Committee**

1. During the term of this Agreement, the Departmental Wellness Committee will study the subject of physical training for employees covered by this Agreement, including, but not limited to, setting departmental physical fitness standards, periodic testing and the Physical Training Supplement provided for in the paragraph immediately above. The Committee will issue its recommendations to the Fire Chief and the Union President during the first year of this Agreement.

2. The Fire Chief may proceed with the implementation of recommendations jointly agreed to by the Union and the Department.

**Section 12.6 EAP**

The Department will continue to maintain an Employee Assistance Program (EAP) within the Fire Department, which program will service only employees of the Department.

**ARTICLE 13 -- HOURS OF WORK**

**Section 13.1 Workweek**

A. Shift employees covered under this Agreement will work a forty-two (42) hours work week; straight day work employees shall work a forty (40) hours week. Hours of work for employees employed on or after September 5, 1984, to work in a Paramedic classification covered by this Agreement will be scheduled in accordance with the September 5, 1984 Memorandum of Understanding between the parties. Hours of work for other employees covered by this Agreement will be scheduled in accordance with the following:

1. Shiftwork Personnel - Stations.

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

2. Straight Daywork Personnel in All Stations.

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

3. Non-station Personnel.

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

4. Alternative Work Schedules

The Fire Chief may at his/her discretion, order flexible work shifts for those employees covered under this Agreement who are not assigned to fire suppression and EMS related operational duties when such an arrangement is in the best interest of the citizens of the County.

**Section 13.2 Exchange of Shifts**

An employee may exchange shifts with another employee upon permission of his/her career supervisor, who shall notify the Volunteer Chief of any such exchange as soon as practicable.

**Section 13.3 Responsibility**

It shall be the responsibility of the persons arranging the shift exchange(s) to see that all repayment of time or compensation in lieu of repayment of time rests exclusively with the two (2) employees agreeing to the exchange of tours of duty. The Fire/EMS Department will neither undertake the enforcement of repayment of the time or compensation not paid as a result of the said agreement between the employees affected.

**Section 13.4 Overtime Pay**

A. Any employee covered by this Agreement who is scheduled on straight daywork and who is authorized to and who works in excess of eighty (80) hours in a pay period, or any employee covered by this Agreement who is scheduled on shiftwork who is authorized to and who works in excess of eighty-four (84) hours in a pay period shall have the option of receiving pay at the rate of one and one-half (1.5) hours for each overtime hour or receiving compensatory time at the rate of one and one-half (1.5) hours for each overtime hour worked. Any employee entitled to be granted compensatory leave shall be granted such leave by the Fire Chief. Compensatory leave in excess of eight (8) hours shall be used within sixty (60) calendar days subsequent to it being earned.

B. Employees ordered to complete an annual physical examination during normal off-duty hours shall be paid at one and one-half (1.5) times their regular rate of pay and shall not be subject to Section 7.17 – Call-Back Pay.

### C. Calculation of Overtime

Each hour of overtime shall be compensated as follows:

1-14 minutes	-No compensation
15-29 minutes	-Compensatory leave at rate of 1.5 times of time worked
30-44 minutes	-One-half hour wages at 1.5 times plus compensatory time for actual time worked over 30 minutes
45-60 minutes	-One (1) hour of wages at 1.5 times

## ARTICLE 14 -- GRIEVANCE AND ARBITRATION PROCEDURE

### Section 14.1 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 14.2 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 Five (Arbitration), the employee shall have the right to file a timely appeal of his/her discharge with the Personnel Board pursuant to the procedures outlined in the County Personnel Law.

### Section 14.3 Grievance Procedure

A. Grievances shall be presented and adjusted in the following manner:

1. Step One: Within seven (7) days after the event giving rise to the grievances 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 career 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 First Battalion Chief in the chain of command 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 Battalion Chief 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 First Career Chief Officer in the chain of command 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 Chief Officer shall meet with the employee and the employee's accredited Union Steward and render a written decision within ten (10) days after the receipt of the written appeal.

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 County Fire Chief within five (5) days after receipt of the answer at Step Three or within five (5) days of when the answer was due. The County Fire Chief or his 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 14.4 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 14, Section 14.1, 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 14.5 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/she shall have no further right to continue the grievance.

#### **Section 14.6 Days Defined**

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

#### **Section 14.7 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 15 -- PERSONNEL FILES**

#### **Section 15.1 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 15.2 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. Derogatory information three (3) years old or older will not be used against an employee whether it has been removed or not.

### **ARTICLE 16 -- REMOVAL AND TRANSFER**

#### **Section 16.1 Removal and Transfer**

In the event the removal or transfer of an employee from a station is initiated by an agency other than a Career Fire/EMS Department Officer, the County Fire Chief shall, immediately upon notification of such requested or attempted removal or transfer, require to meet with him/her (or his/her designee) the employee, the President of the Union (or his designee), the Volunteer Fire Chief, and the President of the Prince George's County Volunteer Fire and Rescue Association

(or their designees). Such meeting will concern itself with the reasons for the requested or attempted removal or transfer.

### **Section 16.2 Resolution**

If in the opinion of the County Fire Chief, after consultation with the advice from the President of the Union and the President of the Prince George's County Volunteer Fire and Response Association, the requested or attempted removal or transfer is justified, the employee will be assigned to another station. If in the opinion of the County Fire Chief, after consultation with, and advice from, the President of the Union and the President of the Prince George's County Volunteer Fire and Rescue Association, the requested or attempted removal or transfer is not justified, the County Fire Chief shall require the employee to remain in his/her present assignment. If the Volunteer Fire Chief refuses such requirement, the County Fire Chief shall take all steps allowable under law to have his requirement met.

### **Section 16.3 Appeal**

Notwithstanding the above, the Union may elect to invoke its rights under the grievance procedure at the appropriate step.

## **ARTICLE 17 -- PREVAILING RIGHTS**

All rights, privileges, and working conditions enjoyed by the employees at the present time, which are not included in this Agreement, shall remain in full force, unchanged and unaffected, during the term of this Agreement unless changed by mutual consent of the County and the Union.

## **ARTICLE 18 -- 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 19 -- NO STRIKE OR LOCKOUT**

### **Section 19.1**

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 19.2**

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 19.3**

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

## **ARTICLE 20 --VACANCIES**

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

## **ARTICLE 21 -- SAVINGS CLAUSE**

In the event any Article, Section or portion of this Agreement should be held invalid and unenforceable by any Court, or higher authority of competent jurisdiction, such decision shall apply only to the specific Article, Section, or portion thereof specified in the decision; and upon issuance of such a decision, the County and the Union agree to immediately negotiate a substitute for the invalidated Article, Section or portion thereof.

## **ARTICLE 22-- TUITION ASSISTANCE AND EDUCATION INCENTIVE**

Refer to Article 18 (TUITION ASSISTANCE AND EDUCATION INCENTIVE) contained in the Agreement in effect from the period July 1, 1988, through June 30, 1989, regarding eligibility for EIP.

## **ARTICLE 23 -- DURATION**

A. This Agreement shall become effective on July 1, 2001, unless otherwise stated in specific sections, and shall remain in full force and effect until June 30, 2003.

B. This Agreement shall be automatically renewed from year to year after June 30, 2003 unless either party shall notify the other in writing no later than October 1, 2002, (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 the \_\_\_\_\_ day of \_\_\_\_\_, 2002, in Upper Marlboro, Prince George's County, Maryland.

FOR THE INTERNATIONAL  
ASSOCIATION OF FIRE FIGHTERS  
LOCAL #1619

FOR PRINCE GEORGE'S COUNTY,  
MARYLAND

---

Thomas K. McEachin, President

---

Kenneth E. Glover  
Chief Administrative Officer

FOR PRINCE GEORGE'S COUNTY  
FIRE/EMS DEPARTMENT

---

Ronald D. Blackwell, Fire Chief



## ATTACHMENT A

### MIN-MAX System:

A. Effective July 1, 1999, the MIN-MAX system in effect for all members of the bargaining unit will be replaced by the following modified MIN-MAX system:

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 following classifications:

Fire Fighter I	S01
Fire Fighter II*	S02
Fire Fighter III	S03
Fire Technician	S13
Fire Lieutenant	S04
Fire Captain	S05
Battalion Chief	S06
Paramedic Trainee	M20
Paramedic I	M23
Paramedic II	M25
Paramedic III	M29
Paramedic IV	M31
Emergency Response Technician I	R01
Emergency Response Technician II	R02
Emergency Response Technician III	R03
Emergency Response Technician Technician	R13
Emergency Response Lieutenant	R04
Emergency Response Captain	R05
Emergency Response Battalion Chief	R06

\*Effective the first full pay period beginning on or after July 1, 1990, employees in the classification of Fire Fighter II will be paid on the S02 pay grade.

2. Employees covered by this Agreement 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.

3. 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 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.

4. 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 (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.

5. The maximum pay rate at each grade will be increased by three and one-half percent (3.5%) 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.

6. 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. However, in the case of a promotion from Fire Fighter to Lieutenant, the employee's salary rate shall be the greater of fifteen percent (15%) 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. In no event shall the new rate exceed the maximum for the grade.

a. Effective June 30, 1986, upon promotion from the rank of Fire Fighter to the rank of Journeyman Fire Fighter, an employee's salary rate shall be increased by five percent (5%) over his/her current rate.

7. Effective July 1, 1990, except as noted below, an employee's salary rate upon promotion shall be the greater of a ten percent (10%) increase over his/her current rate or a ten percent (10%) increase over the stated minimum for the grade to which he/she is promoted. In no event shall the new rate exceed the maximum for the grade.

Exceptions:

	<u>Percentage Above Current Rate</u>
Fire Fighter I (S01) to Fire Fighter II (S02)	6%
Fire Fighter II (S02) to Fire Fighter III (S03)	5%
Fire Fighter II (S02) to Fire Lieutenant (S04)	15%

a. Further, Fire Fighter III's (S03) who are assigned specialized functions and a working title of Fire Technician will be placed on the S13 pay scale and receive a ten percent (10%) pay increase.

8. Implementation of Fire Fighter II Program and Related Pay Adjustments

a. The Fire Fighter II Program will become effective on July 1, 1990. Any Fire Fighter covered by this Agreement who successfully completes his/her probationary period on or after July 1, 1990 will be promoted to the rank of Fire Fighter II (S02) and receive a six percent (6%) increase in his/her current rate of pay.

b. Any Fire Fighter covered by this Agreement who successfully completes his/her probationary period on or after the date this Agreement becomes law but before July 1, 1990 will, effective July 1, 1990, be promoted to the rank of Fire Fighter II (S02) and receive a six percent (6%) increase in his/her current rate of pay.

c. All other Fire Fighters covered by this Agreement who have successfully completed their probationary period before the date this Agreement becomes law will receive the following adjustments to base wages:

1. effective the first pay period beginning on or after January 1, 1990 - two percent (2%);
2. effective the first pay period beginning on or after January 1, 1991 - two percent (2%); and,
3. effective the first pay period beginning on or after January 1, 1993 - two percent (2%).

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

The new rate shall be obtained by dividing the current rate by the sum of one (1) plus the percentage increase previously advanced upon promotion (or the sum of the percentage increases of successive promotions if the person has been demoted more than one grade and has served in the intermediate grade). Such percentage should be obtained from the promotional EAN(s) by subtracting the hourly rate before promotion from the hourly rate immediately after promotion and dividing the remainder by the rate before promotion. The quotient shall be rounded to the third decimal place.

10. a. Employees, who are red-circled at rates of pay beyond the maximum rates in effect on June 30, 1990 or June 30, 1991, respectively, and whose rates fall below the new maximum rates effective on July 1, 1990 or July 1, 1991, respectively, will no longer be red-circled and will be eligible to receive further merit increases in the manner described in paragraph 4. above.

b. Remaining employees, if any, who are red-circled at rates of pay beyond the maximum rates in effect on June 30, 1990 or June 30, 1991, respectively, and whose rates fall above the new maximum rates effective on July 1, 1990 or July 1, 1991, respectively, will continue to be red-circled at those rates and will not be eligible to receive future merit increases.

11. Effective July 1, 1994, the rates of M31 grade shall be equal to the rates of the S05 grade.

12. Paramedic Trainees, who successfully complete their probationary period (no less than one (1) year), shall automatically be promoted to Paramedic I. Paramedic I's, after completion of Emergency Medical Technician Paramedic training, shall be automatically promoted to Paramedic II. (The Paramedic Trainee, Paramedic I and Paramedic II shall be triple allocated.)

13. Modifications Effective During FY 2000 and FY 2001

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

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

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

SALARY SCHEDULE (ERT) July 1, 1999

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

1. The scale is applicable to new employees and incumbents who are cross trained.

2. Incumbent S-Scale employees hired on or before January 1, 1999, who successfully complete national and state paramedic certification will receive a five percent (5%)

in-grade increment and four percent (4%) CE pay. Six (6) months later, the S-Scale employee will become an Emergency Response Technician on the Emergency Response Technician Scale.

3. Incumbent M-Scale employees hired on or before January 1, 1999, who successfully complete recruit school will receive a five percent (5%) in-grade increment. Six (6) months after recruit school, the M-Scale employee will become an Emergency Response Technician on the Emergency Response Technician scale. J-TAC must be completed within two (2) years of entering an Emergency Response Technician III or higher classification, provided the Department affords the employee with a reasonable opportunity to complete the J-TAC program within said two (2) year period. Incumbent Officers (Lieutenant and above) will enter the Emergency Response Technician scale upon satisfactory completion of a six (6) month Performance Appraisal of the Officer's Internship Program.

4. (a) Employees hired on or before January 1, 1999, shall, once certified as a paramedic, have four percent (4%) CE pay (formerly called "special duty pay") to salary on above scale, such pay to be added to base pay for pension and other purposes (See 7.19 C).

(b) New ERT employees hired after January 1, 1999, shall, once certified as a paramedic, employees, be paid at the overtime rate for the hours required to maintain EMT-P certification.

5. Promotion increments for Emergency Response Technicians will be the same as Paramedics. (See Attachment A above)

6. Promotion Procedure for employees hired after January 1, 1999 as follows:

(a) ERT I to ERT II – Completion of one (1) year probation.

(b) ERT II to ERT III – Completion of J-TAC, EMT-P, County Certified.

SALARY SCHEDULE M – EFFECTIVE JULY 1, 2001  
 SCHEDULE OF PAY GRADES – PARAMEDICS  
 PRINCE GEORGE’S COUNTY MARYLAND

<b><u>GRADE</u></b>	<b>MINIMUM</b>	<b>MAXIMUM</b>
M20 (Paramedic Trainee)		
HOURLY	12.9358	22.8657
BIWEEKLY	1,034.86	1,829.26
ANNUAL	26,906	47,561
M23 (Paramedic I)		
HOURLY	15.7280	28.1169
BIWEEKLY	1,258.24	2,249.36
ANNUAL	32,714	58,483
M25 (Paramedic II)		
HOURLY	17.3375	33.3752
BIWEEKLY	1,387.00	2,670.02
ANNUAL	36,062	69,420
M29 (Paramedic III)		
HOURLY	20.1776	36.2996
BIWEEKLY	1,614.21	2,903.97
ANNUAL	41,969	75,503
M31 (Paramedic IV)		
HOURLY	22.1410	40.5536
BIWEEKLY	1,771.28	3,244.29
ANNUAL	46,053	84,351

The hourly rates are the April 8, 2001, 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 M – EFFECTIVE JANUARY 13, 2002  
 SCHEDULE OF PAY GRADES – PARAMEDICS  
 PRINCE GEORGE’S COUNTY MARYLAND

<b>GRADE</b>	<b>MINIMUM</b>	<b>MAXIMUM</b>
M20 (Paramedic Trainee)		
HOURLY	13.2964	23.2263
BIWEEKLY	1,063.71	1,858.10
ANNUAL	27,656	48,311
M23 (Paramedic I)		
HOURLY	16.0886	28.4775
BIWEEKLY	1,287.09	2,278.20
ANNUAL	33,464	59,233
M25 (Paramedic II)		
HOURLY	17.6981	33.7358
BIWEEKLY	1,415.85	2,698.86
ANNUAL	36,812	70,170
M29 (Paramedic III)		
HOURLY	20.5382	36.6602
BIWEEKLY	1,643.06	2,932.81
ANNUAL	42,719	76,253
M31 (Paramedic IV)		
HOURLY	22.5016	40.9142
BIWEEKLY	1,800.13	3,273.13
ANNUAL	46,803	85,101

The minimum hourly rates are the July 1, 2001, 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.

SALARY SCHEDULE M – EFFECTIVE JULY 14, 2002  
 SCHEDULE OF PAY GRADES – PARAMEDICS  
 PRINCE GEORGE’S COUNTY MARYLAND

<b><u>GRADE</u></b>	<b>MINIMUM</b>	<b>MAXIMUM</b>
M20 (Paramedic Trainee)		
HOURLY	13.6953	23.9231
BIWEEKLY	1,095.62	1,913.85
ANNUAL	28,486	49,760
M23 (Paramedic I)		
HOURLY	16.5713	29.3318
BIWEEKLY	1,325.70	2,346.54
ANNUAL	34,468	61,010
M25 (Paramedic II)		
HOURLY	18.2290	34.7479
BIWEEKLY	1,458.32	2,779.83
ANNUAL	37,916	72,276
M29 (Paramedic III)		
HOURLY	21.1543	37.7600
BIWEEKLY	1,692.35	3,020.80
ANNUAL	44,001	78,541
M31 (Paramedic IV)		
HOURLY	23.1766	42.1416
BIWEEKLY	1,854.13	3,371.33
ANNUAL	48,207	87,655

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 M – EFFECTIVE JANUARY 12, 2003  
 SCHEDULE OF PAY GRADES – PARAMEDICS  
 PRINCE GEORGE’S COUNTY MARYLAND

<b><u>GRADE</u></b>	<b>MINIMUM</b>	<b>MAXIMUM</b>
M20 (Paramedic Trainee)		
HOURLY	14.0559	24.2837
BIWEEKLY	1,124.47	1,942.69
ANNUAL	29,236	50,510
M23 (Paramedic I)		
HOURLY	16.9319	29.6924
BIWEEKLY	1,354.55	2,375.39
ANNUAL	35,218	61,760
M25 (Paramedic II)		
HOURLY	18.5896	35.1085
BIWEEKLY	1,487.17	2,808.68
ANNUAL	38,666	73,026
M29 (Paramedic III)		
HOURLY	21.5149	38.1206
BIWEEKLY	1,721.20	3,049.65
ANNUAL	44,751	79,291
M31 (Paramedic IV)		
HOURLY	23.5372	42.5022
BIWEEKLY	1,882.98	3,400.18
ANNUAL	48,957	88,405

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.

SALARY SCHEDULE R – EFFECTIVE JULY 1, 2001  
 SCHEDULE OF PAY GRADES – EMERGENCY RESPONSE TECHNICIANS  
 PRINCE GEORGE’S COUNTY MARYLAND

<b><u>GRADE</u></b>	<b>MINIMUM</b>	<b>MAXIMUM</b>
R01 (ERT I)		
HOURLY	15.7280	26.4949
BIWEEKLY	1,258.24	2,119.59
ANNUAL	32,714	55,109
R02 (ERT II)		
HOURLY	16.5327	29.5069
BIWEEKLY	1,322.62	2,360.55
ANNUAL	34,388	61,374
R03 (ERT III)		
HOURLY	17.3375	34.0427
BIWEEKLY	1,387.00	2,723.42
ANNUAL	36,062	70,809
R13 (ERT Tech.)		
HOURLY	17.3375	35.5342
BIWEEKLY	1,387.00	2,842.74
ANNUAL	36,062	73,911
R04 (ERT Lt.)		
HOURLY	20.1775	37.0256
BIWEEKLY	1,614.20	2,962.05
ANNUAL	41,969	77,013
R05 (ERT Capt.)		
HOURLY	22.1412	41.3646
BIWEEKLY	1,771.30	3,309.17
ANNUAL	46,054	86,038
R06 (ERT B.C.)		
HOURLY	24.3356	45.6590
BIWEEKLY	1,946.85	3,652.72
ANNUAL	50,618	94,971

The hourly rates are the April 8, 2001, 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 R – EFFECTIVE JANUARY 13, 2002  
 SCHEDULE OF PAY GRADES – EMERGENCY RESPONSE TECHNICIANS  
 PRINCE GEORGE’S COUNTY MARYLAND

<b><u>GRADE</u></b>	<b>MINIMUM</b>	<b>MAXIMUM</b>
R01 (ERT I)		
HOURLY	16.0886	26.8555
BIWEEKLY	1,287.09	2,148.44
ANNUAL	33,464	55,859
R02 (ERT II)		
HOURLY	16.8933	29.8675
BIWEEKLY	1,351.47	2,389.40
ANNUAL	35,138	62,124
R03 (ERT III)		
HOURLY	17.6981	34.4033
BIWEEKLY	1,415.85	2,752.26
ANNUAL	36,812	71,559
R13 (ERT Tech.)		
HOURLY	17.6981	35.8948
BIWEEKLY	1,415.85	2,871.59
ANNUAL	36,812	74,661
R04 (ERT Lt.)		
HOURLY	20.5381	37.3862
BIWEEKLY	1,643.05	2,990.90
ANNUAL	42,719	77,763
R05 (ERT Capt.)		
HOURLY	22.5018	41.7252
BIWEEKLY	1,800.14	3,338.02
ANNUAL	46,804	86,788
R06 (ERT B.C.)		
HOURLY	24.6962	46.0196
BIWEEKLY	1,975.70	3,681.57
ANNUAL	51,368	95,721

The hourly rates are the July 1, 2001, 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.

SALARY SCHEDULE R – EFFECTIVE JULY 14, 2002  
 SCHEDULE OF PAY GRADES – EMERGENCY RESPONSE TECHNICIANS  
 PRINCE GEORGE’S COUNTY MARYLAND

<b><u>GRADE</u></b>	<b>MINIMUM</b>	<b>MAXIMUM</b>
R01 (ERT I)		
HOURLY	16.5713	27.6611
BIWEEKLY	1,325.70	2,212.89
ANNUAL	34,468	57,535
R02 (ERT II)		
HOURLY	17.4001	30.7635
BIWEEKLY	1,392.01	2,461.08
ANNUAL	36,192	63,988
R03 (ERT III)		
HOURLY	18.2290	35.4354
BIWEEKLY	1,458.32	2,834.83
ANNUAL	37,916	73,706
R13 (ERT Tech.)		
HOURLY	18.2290	36.9717
BIWEEKLY	1,458.32	2,957.73
ANNUAL	37,916	76,901
R04 (ERT Lt.)		
HOURLY	21.1542	38.5078
BIWEEKLY	1,692.34	3,080.63
ANNUAL	44,001	80,096
R05 (ERT Capt.)		
HOURLY	23.1769	42.9770
BIWEEKLY	1,854.15	3,438.16
ANNUAL	48,208	89,392
R06 (ERT B.C.)		
HOURLY	25.4371	47.4002
BIWEEKLY	2,034.97	3,792.02
ANNUAL	52,909	98,592

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 R – EFFECTIVE JANUARY 12, 2003  
 SCHEDULE OF PAY GRADES – EMERGENCY RESPONSE TECHNICIANS  
 PRINCE GEORGE’S COUNTY MARYLAND

<b><u>GRADE</u></b>	<b>MINIMUM</b>	<b>MAXIMUM</b>
R01 (ERT I)		
HOURLY	16.9319	28.0217
BIWEEKLY	1,354.55	2,241.74
ANNUAL	35,218	58,285
R02 (ERT II)		
HOURLY	17.7607	31.1241
BIWEEKLY	1,420.86	2,489.93
ANNUAL	36,942	64,738
R03 (ERT III)		
HOURLY	18.5896	35.7960
BIWEEKLY	1,487.17	2,863.68
ANNUAL	38,666	74,456
R13 (ERT Tech.)		
HOURLY	18.5896	37.3323
BIWEEKLY	1,487.17	2,986.58
ANNUAL	38,666	77,651
R04 (ERT Lt.)		
HOURLY	21.5148	38.8684
BIWEEKLY	1,721.19	3,109.47
ANNUAL	44,751	80,846
R05 (ERT Capt.)		
HOURLY	23.5375	43.3376
BIWEEKLY	1,883.00	3,467.01
ANNUAL	48,958	90,142
R06 (ERT B.C.)		
HOURLY	25.7977	47.7608
BIWEEKLY	2,063.82	3,820.86
ANNUAL	53,659	99,342

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.

SALARY SCHEDULE S – EFFECTIVE JULY 1, 2001  
 SCHEDULE OF PAY GRADES – FIRE FIGHTERS  
 PRINCE GEORGE’S COUNTY MARYLAND

<b><u>GRADE</u></b>	<b>MINIMUM</b>	<b>MAXIMUM</b>
S01 (Fire Fighter I)		
HOURLY	15.7280	26.4950
BIWEEKLY	1,258.24	2,119.60
ANNUAL	32,714	55,110
S02 (Fire Fighter II)		
HOURLY	16.5328	29.5067
BIWEEKLY	1,322.63	2,360.54
ANNUAL	34,388	61,374
S03 (Fire Fighter III)		
HOURLY	17.3374	31.0136
BIWEEKLY	1,386.99	2,481.09
ANNUAL	36,062	64,508
S13 (Fire Technician)		
HOURLY	17.3374	33.3752
BIWEEKLY	1,386.99	2,670.02
ANNUAL	36,062	69,420
S04 (Fire Lieutenant)		
HOURLY	19.1416	35.0716
BIWEEKLY	1,531.33	2,805.73
ANNUAL	39,815	72,949
S05 (Fire Captain)		
HOURLY	22.1410	40.5536
BIWEEKLY	1,771.28	3,244.29
ANNUAL	46,053	84,351
S06 (Battalion Chief)		
HOURLY	24.3355	44.7637
BIWEEKLY	1,946.84	3,581.10
ANNUAL	50,618	93,108

The hourly rates are the April 8, 2001, 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 S – EFFECTIVE JANUARY 13, 2002  
 SCHEDULE OF PAY GRADES – FIRE FIGHTERS  
 PRINCE GEORGE’S COUNTY MARYLAND

<u>GRADE</u>	<u>MINIMUM</u>	<u>MAXIMUM</u>
S01 (Fire Fighter I)		
HOURLY	16.0886	26.8556
BIWEEKLY	1,287.09	2,148.45
ANNUAL	33,464	55,860
S02 (Fire Fighter II)		
HOURLY	16.8934	29.8673
BIWEEKLY	1,351.48	2,389.39
ANNUAL	35,138	62,124
S03 (Fire Fighter III)		
HOURLY	17.6980	31.3742
BIWEEKLY	1,415.84	2,509.94
ANNUAL	36,812	65,258
S13 (Fire Technician)		
HOURLY	17.6980	33.7358
BIWEEKLY	1,415.84	2,698.86
ANNUAL	36,812	70,170
S04 (Fire Lieutenant)		
HOURLY	19.5022	35.4322
BIWEEKLY	1,560.18	2,834.58
ANNUAL	40,565	73,699
S05 (Fire Captain)		
HOURLY	22.5016	40.9142
BIWEEKLY	1,800.13	3,273.13
ANNUAL	46,803	85,101
S06 (Battalion Chief)		
HOURLY	24.6961	45.1243
BIWEEKLY	1,975.69	3,609.94
ANNUAL	51,368	93,859

The minimum hourly rates are the July 1, 2001, 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.

SALARY SCHEDULE S – EFFECTIVE JULY 14, 2002  
 SCHEDULE OF PAY GRADES – FIRE FIGHTERS  
 PRINCE GEORGE’S COUNTY MARYLAND

<u>GRADE</u>	<u>MINIMUM</u>	<u>MAXIMUM</u>
S01 (Fire Fighter I)		
HOURLY	16.5713	27.6613
BIWEEKLY	1,325.70	2,212.90
ANNUAL	34,468	57,535
S02 (Fire Fighter II)		
HOURLY	17.4002	30.7633
BIWEEKLY	1,392.02	2,461.07
ANNUAL	36,193	63,988
S03 (Fire Fighter III)		
HOURLY	18.2289	32.3154
BIWEEKLY	1,458.31	2,585.23
ANNUAL	37,916	67,216
S13 (Fire Technician)		
HOURLY	18.2289	34.7479
BIWEEKLY	1,458.31	2,779.83
ANNUAL	37,916	72,276
S04 (Fire Lieutenant)		
HOURLY	20.0873	36.4952
BIWEEKLY	1,606.98	2,919.61
ANNUAL	41,782	75,910
S05 (Fire Captain)		
HOURLY	23.1766	42.1416
BIWEEKLY	1,854.13	3,371.33
ANNUAL	48,207	87,655
S06 (Battalion Chief)		
HOURLY	25.4370	46.4780
BIWEEKLY	2,034.96	3,718.24
ANNUAL	52,909	96,674

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 S – EFFECTIVE JANUARY 12, 2003  
 SCHEDULE OF PAY GRADES – FIRE FIGHTERS  
 PRINCE GEORGE’S COUNTY MARYLAND

<b><u>GRADE</u></b>	<b>MINIMUM</b>	<b>MAXIMUM</b>
S01 (Fire Fighter I)		
HOURLY	16.9319	28.0219
BIWEEKLY	1,354.55	2,241.75
ANNUAL	35,218	58,285
S02 (Fire Fighter II)		
HOURLY	17.7608	31.1239
BIWEEKLY	1,420.87	2,489.92
ANNUAL	36,943	64,738
S03 (Fire Fighter III)		
HOURLY	18.5895	32.6760
BIWEEKLY	1,487.16	2,614.08
ANNUAL	38,666	67,966
S13 (Fire Technician)		
HOURLY	18.5895	35.1085
BIWEEKLY	1,487.16	2,808.68
ANNUAL	38,666	73,026
S04 (Fire Lieutenant)		
HOURLY	20.4479	36.8558
BIWEEKLY	1,635.83	2,948.46
ANNUAL	42,532	76,660
S05 (Fire Captain)		
HOURLY	23.5372	42.5022
BIWEEKLY	1,882.98	3,400.18
ANNUAL	48,957	88,405
S06 (Battalion Chief)		
HOURLY	25.7976	46.8386
BIWEEKLY	2,063.81	3,747.09
ANNUAL	53,659	97,424

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.