COUNTY COUNCIL OF PRINCE GEORGE'S COUNTY, MARYLAND 1995 Legislative Session

| CR-33-1995 |
|--|
| Chairwoman MacKinnon (by request - County Executive) |
| Council Member Del Giudice |
| |
| June 6, 1995 |
| |

RESOLUTION

A RESOLUTION concerning

Compensation and Benefits - International Association of Fire Fighters,

Local 1619, (Nonuniformed Civilian Unit)

Salary Schedule H, Schedule of Pay Grades

FOR the purpose of amending the Salary Plan of the County to reflect the terms of a labor agreement by and between Prince George's County and International Association of Fire Fighters, Local 1619 (Nonuniformed Civilian Unit).

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

WHEREAS, the Salary Plan must at this time be amended by the approval of the salary schedule reflecting the terms of a labor agreement by and between Prince George's County and the International Association of Fire Fighters, Local 1619 (Nonuniformed Civilian Unit);

NOW, THEREFORE, BE IT RESOLVED by the County Council of Prince George's County, Maryland, that Salary Schedule "H," Schedule of Pay Grades, submitted and recommended by the County Executive on May 30, 1995 which is attached hereto and made a part hereof, setting forth the following modifications: no cost of living or merit step increases during Fiscal Year 1996; and further establishing the workweek, hours of work, overtime pay, alternative work schedule, shift differential, call-back pay, early reporting time, acting pay, holiday pay, standby pay, pay while on I.O.J. leave, sick leave, unused sick leave, annual

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leave, holidays, leave of absence, personal leave, bereavement leave, additional leave provision, union leave, sick leave bank, administration of leave, group health insurance, life insurance, unemployment insurance, retirement contribution, supplemental retirement benefit, social security, Prince George's Professional Fire Fighters P.A.C. payroll deduction, workers' compensation, incentive awards for such employees, be and the same is hereby approved.

Adopted this 26th day of July, 1995.

COUNTY COUNCIL OF PRINCE GEORGE'S COUNTY, MARYLAND

BY:

Anne T. MacKinnon Chairwoman

ATTEST:

Joyce T. Sweeney Clerk of the Council SALARY SCHEDULE H

SCHEDULE OF PAY GRADES

NONUNIFORMED CIVILIANS

PRINCE GEORGE'S COUNTY, MARYLAND

EFFECTIVE JULY 1, 1995 - JUNE 30, 1996

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1. <u>Scheduled Pay Rates</u>

SALARY SCHEDULE H - EFFECTIVE JULY 1, 1995 SCHEDULE OF PAY GRADES - NONUNIFORMED CIVILIANS PRINCE GEORGE'S COUNTY, MARYLAND

| <u>GRADE</u> | | <u>MINIMUM</u> | MAXIMUM |
|--------------|--------|----------------|----------|
| H02 | HOURLY | 6.1882 | 10.1969 |
| | BIWKLY | 495.06 | 815.75 |
| | ANNUAL | 12,871 | 21,210 |
| H03 | HOURLY | 6.4976 | 10.7067 |
| | BIWKLY | 519.81 | 856.54 |
| | ANNUAL | 13,515 | 22,270 |
| H04 | HOURLY | 6.8225 | 11.2420 |
| | BIWKLY | 545.80 | 899.36 |
| | ANNUAL | 14,191 | 23,383 |
| H05 | HOURLY | 7.1636 | 11.8041 |
| | BIWKLY | 573.09 | 944.33 |
| | ANNUAL | 14,900 | 24,553 |
| H06 | HOURLY | 7.5218 | 12.3943 |
| | BIWKLY | 601.74 | 991.54 |
| | ANNUAL | 15,645 | 25,780 |
| H07 | HOURLY | 7.8975 | 13.0137 |
| | BIWKLY | 631.80 | 1,041.10 |
| | ANNUAL | 16,427 | 27,068 |
| H08 | HOURLY | 8.2924 | 13.6645 |
| | BIWKLY | 663.39 | 1,093.16 |
| | ANNUAL | 17,248 | 28,422 |
| H09 | HOURLY | 8.7070 | 14.3477 |
| | BIWKLY | 696.56 | 1,147.82 |
| | ANNUAL | 18,111 | 29,843 |
| H10 | HOURLY | 9.1424 | 15.0652 |
| | BIWKLY | 731.39 | 1,205.22 |
| | ANNUAL | 19,016 | 31,336 |

| <u>GRADE</u> | | <u>MINIMUM</u> | <u>MAXIMUM</u> |
|--------------|--------|----------------|----------------|
| H11 | HOURLY | 9.5994 | 15.8186 |
| | BIWKLY | 767.95 | 1,265.49 |
| | ANNUAL | 19,967 | 32,903 |
| H12 | HOURLY | 10.0795 | 16.6093 |
| | BIWKLY | 806.36 | 1,328.74 |
| | ANNUAL | 20,965 | 34,547 |
| H13 | HOURLY | 10.5833 | 17.4400 |
| | BIWKLY | 846.66 | 1,395.20 |
| | ANNUAL | 22,013 | 36,275 |
| H14 | HOURLY | 11.1126 | 18.3118 |
| | BIWKLY | 889.01 | 1,464.94 |
| | ANNUAL | 23,114 | 38,089 |
| H15 | HOURLY | 11.6682 | 19.2273 |
| | BIWKLY | 933.46 | 1,538.18 |
| | ANNUAL | 24,270 | 39,993 |
| H16 | HOURLY | 12.2517 | 20.1888 |
| | BIWKLY | 980.14 | 1,615.10 |
| | ANNUAL | 25,484 | 41,993 |
| H17 | HOURLY | 12.8641 | 21.1982 |
| | BIWKLY | 1,029.13 | 1,695.86 |
| | ANNUAL | 26,757 | 44,092 |
| H18 | HOURLY | 13.5076 | 22.2581 |
| | BIWKLY | 1,080.61 | 1,780.65 |
| | ANNUAL | 28,096 | 46,297 |
| H19 | HOURLY | 14.1828 | 23.3713 |
| | BIWKLY | 1,134.62 | 1,869.70 |
| | ANNUAL | 29,500 | 48,612 |
| H20 | HOURLY | 14.8921 | 24.5397 |
| | BIWKLY | 1,191.37 | 1,963.18 |
| | ANNUAL | 30,976 | 51,043 |
| H21 | HOURLY | 15.6364 | 25.7665 |

| | BIWKLY ANNUAL | 1,250.91 32,524 | 2,061.32 53,594 |
|--------------|------------------|--------------------|--------------------|
| <u>GRADE</u> | | MINIMUM | MAXIMUM |
| H22 | HOURLY | 16.4183 | 27.0551 |
| | BIWKLY | 1,313.46 | 2,164.41 |
| | ANNUAL | 34,150 | 56,275 |
| H23 | HOURLY | 17.2393 | 28.4076 |
| | BIWKLY | 1,379.14 | 2,272.61 |
| | ANNUAL | 35,858 | 59,088 |
| H24 | HOURLY | 18.1012 | 29.8280 |
| | BIWKLY | 1,448.10 | 2,386.24 |
| | ANNUAL | 37,650 | 62,042 |
| H25 | HOURLY | 19.0065 | 31.3195 |
| | BIWKLY | 1,520.52 | 2,505.56 |
| | ANNUAL | 39,534 | 65,145 |
| H26 | HOURLY | 19.9566 | 32.8856 |
| | BIWKLY | 1,596.53 | 2,630.85 |
| | ANNUAL | 41,510 | 68,402 |
| H27 | HOURLY | 20.9546 | 34.5298 |
| | BIWKLY | 1,676.37 | 2,762.38 |
| | ANNUAL | 43,586 | 71,822 |

The hourly rates for grades H06 - H27 are the same as the March 5, 1995 rates as adopted by CR-88-1994. Grades H02 - H05 are newly established pay grades. The rates for these pay grades were derived from the H06 rates at five percent (5%) intervals between each successive pay grade H06 - H02. For administrative purposes, the hourly rates are the controlling rates. Biweekly rates are the hourly rates multiplied by 80 and rounded to the nearest cent. Annual rates are the hourly rates multiplied by 2080 and rounded to the nearest dollar.

MIN-MAX SYSTEM:

On July 1, 1994, the min-max system in effect for all members of the bargaining unit was replaced by the following modified "min-max" system.

- A. The minimum and maximum pay rates for employees covered by this Salary Schedule are established on the foregoing schedules of pay rates.
- B. Merit steps will have the value of three and one-half percent (3 1/2%).
- C. (1) If, upon the granting of a three and one-half percent (3 1/2%) merit increase, an employee's salary is one percent (1%) or less from the applicable maximum rate, the employee will have his/her salary rate adjusted to the applicable maximum rate.
 - (2) If upon the granting of a three and one-half percent (3 1/2%) merit increase, an employee's salary rate is greater than one percent (1%) but less than three and one-half percent (3 1/2%) from the maximum rate, the employee upon satisfactory completion of one (1) additional year of service, will have his/her salary rate adjusted to the applicable maximum rate.
- D. Upon promotion an employee's salary rate shall be the greater of a ten percent (10%) increase over his/her current rate or a ten percent (10%) increase above the stated minimum for the grade to which he/she is promoted.
- E. Steps for the purpose of demotions, discipline, and reallocations, shall be at a rate of five percent (5%) and shall be governed by the Personnel Law.
- F. Employees covered by this Salary Schedule and hired before July 1, 1993 will keep the anniversary dates that they held on July 1, 1993 for as long as they are continuously employed. Employees hired on or after July 1, 1993 will have as their anniversary dates the dates of their initial appointment and those anniversary dates will not be changed while those employees are continuously employed.
- G. Employees covered by this Salary Schedule who are granted promotions effective July 3, 1993 as a result of an approved desk audit will receive the promotional increase in accordance with Administrative Procedure 244-B.

II. Merit Increase For Fiscal Year 1996

No employee covered by this Salary Schedule will receive a merit increase during the period from July 1, 1995 through June 30, 1996.

III. Cost of Living Adjustment for Fiscal Year 1996

No employee covered by this Salary Schedule will receive a cost of living adjustment during the period from July 1, 1995 through June 30, 1996.

IV. Workweek

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

V. Hours of Work

A. The normal work shift for full-time employees covered by this Salary Schedule will be between 0800 and 1700 hours.

B. Breaks

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

VI. Overtime Pay

A. Provided the employee is in pay status for the total of his/her regularly scheduled hours during a workweek, an employee covered by this Salary Schedule who is authorized to and who works in excess of his/her scheduled hours (40) shall have the option of receiving pay at the rate of one and one-half (1 1/2) hours for each overtime hour worked or, with management approval, the option of receiving compensatory time at the rate of one and one-half (1 1/2) hours for each overtime hour worked. Employees will be given the opportunity to use compensatory time earned for overtime pursuant to departmental procedures.

B. Calculation of Overtime

Each hour of overtime shall be compensated as follows:

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

VII. Alternative Work Schedules

There shall be a committee formed with three (3) members from management and three (3) from the Union for the purpose of considering alternate work schedules.

VIII. Shift Differential

Any full-time employee whose regularly assigned tour of duty requires that at least fifty percent (50%) of the standard workday be between the hours of 6 p.m. and 6 a.m. will be eligible for shift differential pay of sixty (60e) per hour for all hours actually worked between 6 p.m. and 6 a.m.

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

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

holiday premium pay; and,

retirement and insurance deductions and benefits

IX. Call-Back Pay

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

X. Early Reporting Time

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

The provision of Section IX, <u>Call-Back Pay</u>, shall apply to an employee called in to work less than two hours immediately before his/her regularly schedule starting time.

XI. Acting Pay

When an employee is assigned by the Employer to perform in an acting capacity substantially all the duties and responsibilities of any other position with a higher grade and does in fact assume the duties of that position 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 of pay 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.

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.

XII. Holidays and Holiday Pay

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

New Year's Day
Martin Luther King's Birthday
Washington's Birthday

Veteran's Day
Thanksgiving Day
Christmas Day

Memorial Day Presidential Inauguration Day

Independence Day (every 4 years)

Labor Day General Election Day

Columbus Day (every 2 years)

County Employee's Appreciation Day

An additional holiday, entitled "Fire Fighter Recognition Day," will be recognized and observed on the 2nd Tuesday of September each year as a County holiday for employees covered by this Salary Schedule.

If an employee works on a designated holiday, he/she shall be paid at the rate of time and one-half (1 1/2) his/her regular rate of pay for all hours worked on the holiday plus an additional eight (8) hours at the regular rate, and the employee shall not receive an additional day off.

XIII. Standby Duty

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

Monday 07:00 - Friday 15:00

Friday 15:00 - Monday 07:00

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

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.

XIV. Pay While on I.O.J. Leave

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

XV. Sick Leave

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

XVI. Unused Sick Leave

Upon termination of County employment for non-disciplinary reasons (including but not limited to retirement, disability and death) employees shall be entitled to a lump sum cash payment for unused sick leave. The amount of the cash payment shall be determined by taking each individual's total accrued number of unused sick leave hours as of his/her termination date, multiplying by his/her final base hourly rate of pay and dividing that product by two (2). The number so obtained shall be further multiplied by a fraction, the numerator of which shall be the number of years of actual service and the denominator of which shall be twenty (20). However, if an employee 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 sick leave regardless of years of service.

XVII. Annual Leave

Annual leave policies shall be administered in accordance with the Prince George's County Personnel Law requirements; provided, however, that employees under this Salary Schedule may carry over up to one hundred fifteen (115) days of annual leave to the following annual leave year. Employees upon request may convert any annual leave in excess of one

hundred fifteen (115) days to sick leave at the end of an annual leave year. Beginning with the 1994 leave year (i.e., 1994 into 1995) annual leave carry over is increased to one hundred twenty (120) days.

Further, an employee covered by this Salary Schedule who terminates employment with the County shall receive a lump sum cash payment for the annual leave balance to the employee's credit accumulated through the last full pay period immediately prior to the employee's separation.

XVIII. Leave of Absence

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

XIX. Personal Leave

Effective with the 1994 leave year, two (2) paid personal leave days per leave year shall be granted to each employee eligible for annual leave. A personal leave day shall be requested and approved in advance of use. There shall be no accumulation of personal leave days and unused personal leave shall be forfeited at the end of the leave year or upon termination of employment. A personal leave day equals eight (8) hours.

XX. Bereavement Leave

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

XXI. Additional Leave Provision

In the event the County Executive grants administrative leave to non- essential County employees because of extreme inclement weather or other hazardous working conditions, which may prevent employees from reporting to work or which may require early release from work, those employees required by the Fire Department to perform duties will be entitled to

receive one hour of compensatory time for each hour worked during the emergency, in addition to any pay to which they are entitled for that period.

XXII. Union Leave

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

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

- B. <u>Leave for Negotiations</u> Employees (not to exceed three (3) in number) who, upon the request of the Union are excused from their regular assignment for the purpose of participating in negotiation sessions with representatives of the County, shall suffer no loss of pay or leave.
- C. <u>Union President</u> 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.

XXIII. Sick Leave Bank

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

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.

XXIV. Administration of Leave

The provisions governing the administration of the above types of leave as well as other types of leave (holiday, administrative, military, military leave without pay, disability, leave without pay, absence without leave, compensatory) are specified in Division 17 of the Personnel Law and Administrative Procedure 284.

XXV. Group Health Insurance

- A. The County shall contribute seventy-five percent (75%) to the cost of the County health insurance program (other than prepaid group health plan) for any employee who elects to participate in the program. Participating employees shall contribute the remaining twenty-five percent (25%).
- B. For those employees who elect to enroll in a prepaid group health plan or Health Maintenance Organization (HMO), the Employer's contribution shall be equal to eighty percent (80%) of the cost of HMO coverage and the participating employees contribution shall equal the remaining twenty percent (20%).
- C. The Employer shall contribute ninety percent (90%) to the County's deductible prescription and optical care programs for any employee who elects to participate in either program. The participating employee shall contribute the remaining ten percent (10%).
- D. A Dental Plan is available to employees, the cost of which is paid by the employee if the employee elects to enroll in the plan.
- E. These employees shall be covered by Fire Fighter Agreement on Prescription Plan.

XXVI. Life Insurance

The County shall pay one hundred percent (100%) of the monthly premium for County life insurance for each employee in the amount of two (2) times the employee's annual salary up to a maximum of one hundred fifty thousand dollars (\$150,000).

The County shall pay a death benefit of \$10,000 upon the death of any employee covered by this Salary Schedule whose death results from an accidental personal injury arising out of and in the course of his/her employment.

XXVII. <u>Unemployment Insurance</u>

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

State regulations.

XXVIII. Retirement Contributions

- A. Employees paid in accordance with this Salary Schedule and who are eligible for enrollment in the Maryland State Retirement System shall pay retirement contributions at the rate of five percent (5%) or seven percent (7%) of base salary, depending on plan option selected.
- B. Current participants in the Maryland State Retirement System may transfer to the Employee's Pension System, which is non-contributory up to the Social Security Wage Base.
- C. All classified employees hired on or after January 1, 1980, must enroll in the Employee's Pension System.
- D. The County's contribution rate shall be that amount as established from time to time by the State. Employee contributions (where applicable) shall be made through payroll deductions. If changes/improvements in retirement benefits are made, then contributions may be adjusted accordingly.

XXIX. Supplemental Retirement Benefit

1. Benefit Accrual and Amounts

Effective July 1, 1992, employees covered by this Salary Schedule shall commence participation in a supplemental retirement benefit program. The supplemental retirement program will be jointly funded through County and employee contributions as described in paragraph 4 (Funding) below. The rate of accrual and amount of the benefit payable under this program are determined as follows:

- a. Benefit accrual is at the rate of 0.6% times the number of years of actual and continuous service the employee has as a full-time Prince George's County employee, to a maximum of twenty-five years of actual and continuous service, multiplied by the employee's average annual compensation, as determined pursuant to paragraph 5, below.
- b. Pursuant to paragraph 1, above, the maximum benefit payable to any eligible employee is 15% of the employee's average annual compensation, as determined pursuant to paragraph 5, below.

2. Vesting

a. Minimum Continuous Service Requirements

No employee covered by this Salary Schedule shall be entitled to any benefit described

in this Section until the employee has completed a minimum of five (5) years of actual and continuous service as an employee for Prince George's County.

b. Vested Benefit

An employee completing the minimum continuous service requirements of paragraph 2.a., above, shall be entitled to receive a monthly benefit as determined pursuant to paragraph 1, above; provided, however, that no employee terminated for disciplinary reasons will be entitled to any benefit under this Section.

3. Benefit Payment

The benefit accrued by an employee under either paragraphs 1 or 2, above, shall not be payable until retirement at the earlier of age fifty- five (55) and fifteen (15) years of service or age sixty-two (62) and five years of service; or after thirty (30) years of service regardless of age.

4. Funding

The cost of funding this supplemental retirement plan for all participating employees, as determined by the Plan's actuary, will be shared on an equal basis by the employees and the County through regular contributions each pay period.

5. Definitions

- a. <u>Actual Service</u> means service while employed as an employee of Prince George's County.
- b. <u>Average Annual Compensation</u> means an amount computed by dividing by three the compensation actually received by an employee during whatever period of thirty-six consecutive months of continuous service will provide the largest total compensation for any such period.
- c. <u>Compensation</u> means the basic compensation actually received by an employee for service rendered as an employee for Prince George's County, excluding any overtime or other premium pay, bonuses or other additional compensation.
- d. <u>Continuous Service</u> means the most recent unbroken period of employment as an employee of Prince George's County.

6. Representative on Supplemental Pension Board

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

7. Any employee separating from County service on or after July 6, 1995, shall not be eligible for the Discontinued Service Benefit.

XXX. Social Security

Effective January 1, 1995, the County and each employee paid in accordance with this Salary Schedule shall make contributions to the Social Security fund of 7.65% of the first \$61,200 and 1.45% of the remainder up to \$125,000 paid in wages per employee per calendar year. Employee contributions shall be made through payroll deductions.

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

XXXI. Prince George's Professional Fire Fighters P.A.C. Payroll Deduction

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

XXXII. Workers' Compensation

The County will provide at its own cost all benefits due to an employee pursuant to the Maryland Workers' Compensation Law, Article 101, Annotated Code of Maryland.

XXXIII. Incentive Awards

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

XXXIV. Policy Statement

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