

**COUNTY COUNCIL OF PRINCE GEORGE'S COUNTY, MARYLAND**  
**2023 Legislative Session**

Bill No. CB-034-2023  
 Chapter No. 23  
 Proposed and Presented by The Chair (by request – County Executive)  
 Introduced by Council Members Harrison, Watson, Ivey, Dernoga, Fisher, Olson, Oriadha,  
Franklin and Hawkins  
 Co-Sponsors \_\_\_\_\_  
 Date of Introduction March 28, 2023

**BILL**

1 AN ACT concerning

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

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

10 BY repealing and reenacting with amendments:

11 SUBTITLE 16. PERSONNEL.

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

13 The Prince George's County Code  
 14 (2019 Edition; 2022 Supplement).

15 SECTION 1. BE IT ENACTED by the County Council of Prince George's County,  
 16 Maryland, that Section 16-233(f)(20) 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 17 hereby repealed and reenacted with the following amendments: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.

\* \* \* \* \*

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

\* \* \* \* \*

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

The County Council of Prince George's County, Maryland, having fully considered the labor agreement concluded between Prince George's County and International Association of Fire Fighters, Local 1619, AFL-CIO (Civilians), on [June 9, 2021] October 11, 2022, hereby approves said agreement for civilian employees in the Fire Department in accordance with the provisions of Section 13A-109 of the Prince George's County Code.

SECTION 2. BE IT FURTHER ENACTED that this Act shall take effect forty-five (45) calendar days after it becomes law and that the Agreement, unless specifically stated otherwise in a specific provision, shall be retroactively effective to July 1, 2022.

Adopted this 18<sup>th</sup> day of April, 2023.

COUNTY COUNCIL OF PRINCE  
GEORGE'S COUNTY, MARYLAND

BY: \_\_\_\_\_

*Thomas E. Dernoga*

Thomas E. Dernoga  
Chair

ATTEST:

*Donna J. Brown*

Donna J. Brown  
Clerk of the Council

APPROVED:

DATE: May 08, 2023

BY: \_\_\_\_\_

*Angela D. Alsobrooks*

Angela D. Alsobrooks  
County Executive

**AGREEMENT MADE BY**  
**AND BETWEEN**  
**PRINCE GEORGE'S COUNTY, MARYLAND**  
**AND**  
**INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS**  
**LOCAL 1619**  
**CIVILIAN BARGAINING UNIT**  
**JULY 1, 2022 THROUGH JUNE 30, 2024**

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## **PURPOSE**

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

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

## **ARTICLE 1 -- RECOGNITION**

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

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

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

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

### **Section 2.1 Policy**

A. It is the policy of the County to provide equal opportunities in employment; to prohibit discrimination in employment against any employee or applicant for employment because of race, age, color, religion, creed, sex, sexual orientation, political affiliation, country of national origin, disability, marital status, or labor organization affiliation; and to promote and implement a positive and continuing program of equal employment opportunity.

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

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

### **ARTICLE 3 -- ORGANIZATIONAL SECURITY**

#### **Section 3.1 Union Membership**

All employees covered by this Agreement who are members of the Union or who elect to become members of the Union shall, pursuant to Section 3.2, remain members of the Union for the duration of this Agreement.

#### **Section 3.2 Check Off**

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

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

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

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

#### **Section 3.3 Conferences And Seminars**

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

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

#### **Section 3.4 Leave For Negotiations**

Employees (not to exceed three (3) in number) who, upon the request of the Union are excused from their regular assignment for the purpose of participating in negotiation sessions with representatives of the County, shall suffer no loss of pay or leave.

### **Section 3.5 Union President**

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

### **Section 3.6 Communication Distribution**

The President of Local 1619 shall be designated as a recipient of information distributed to the fire service.

### **Section 3.7 Union Pins and Jackets**

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

### **Section 3.8 Non-Participation in Volunteer Activities**

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

### **Section 3.9 P.A.C. Deduction**

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

### **Section 3.10 Job Security**

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

## **ARTICLE 4 -- MANAGEMENT RIGHTS**

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



## ARTICLE 5 -- WAGES

### Section 5.1 Wages

#### A. Cost of Living Adjustments (COLA)

FY 2023 -- Effective on March 26, 2023 employees covered by this agreement will receive a five percent (5.0%) increase in their base hourly rate of pay.

FY 2024 -- Effective on March 24, 2024 employees covered by this agreement will receive a two and one-half percent (2.5%) increase in their base hourly rate of pay.

#### B. Merit Increases

Employees covered by this Agreement, who are otherwise eligible to receive a merit increase from July 1, 2022 through June 30, 2023 (i.e. Fiscal Year 2023), will receive a regular merit increase on their original hire anniversary date in FY 2023.

Employees covered by this Agreement, who are otherwise eligible to receive a merit increase from July 1, 2023 through June 30, 2024 (i.e. Fiscal Year 2024), will receive a regular merit increase on their original hire anniversary date in FY 2024.

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

FY 2023 -- Effective July 1, 2022, the maximum pay rates will be increased by three and one-half percent (3.5%).

FY 2024 -- Effective July 1, 2023, the maximum pay rates will be increased by three and one-half percent (3.5%).

**NOTE: Sections C. 2 through C. 10 have been archived. See CB-112-2017 for prior language pertaining to Wage Scale for Bargaining Unit Members.**

#### D. Shift Differential

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

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

#### E. Acting Pay

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

#### F. Filling Vacancies

1. A “vacancy” is a permanent opening created by the termination, transfer, promotion or retirement of an incumbent bargaining unit employee which the County intends to fill or which is created when the County determines its operational needs require additional bargaining unit employees. Whenever a vacancy occurs, and the County elects, in its discretion, to fill the vacancy through the competitive process, the County will advertise the specific position and the Department will inform bargaining unit employees through email notification. The Union at the same time will be notified of the vacancy in writing. Any employee covered by this Agreement may apply for any vacancy, as defined in this Section 5.1.F. The Department may, at its discretion, fill vacancies for General Clerk I/II or Administrative Aide I/II by requesting a list of eligibles from an open and continuous register maintained by the County, without being required to create a new register to fill these positions. However, the County will notify all bargaining unit members by email of the opening of any open and continuous register from which the County may fill bargaining unit positions, and inform the members that a bargaining unit position may be filled from that register without further opportunity for the members to apply for that position. Members will be so notified when the announcement opens, but in no event less than ten (10) days before the announcement closes.

2. When a bargaining unit member applies for a vacancy through the normal competitive process and is determined to be qualified for the position, the name of the qualified bargaining unit employee will be placed on the list of eligibles sent to the Fire/EMS Department for its consideration. The Fire/EMS Department will ensure that any bargaining unit member on any list of eligibles will be granted an interview for the position vacancy. The interview panel shall include the Union President or his /her designee and shall not be a voting member.

3. The County, at all times, shall have the right to:

- a. determine which candidates meet the standards and qualifications set forth for any position/vacancy.
- b. advertise/communicate position vacancy announcements simultaneously to all available sources, including employees within the bargaining unit, the County employee population, and to the public at large.
- c. to interview candidates for vacant positions from any applicant pool in a single unified process or from any bargaining unit/County employee applicants first as the County determines appropriate under the circumstances.

4. If a bargaining unit employee meets all standards and qualifications set forth in the position, has no disciplinary action(s) in the employee’s personnel file and is rated at least

satisfactory in performance, the bargaining unit employee shall be selected for the position. A bargaining unit employee who has disciplinary action(s) in the employee's personnel file shall still be eligible for promotion although, not subject to the preference described herein.

5. Anything in this Agreement to the contrary notwithstanding, for the purpose of this preference provision, the term "all standards and qualifications" include minimal qualifications and requirements set forth in the position as well as all preferred, additional qualifications as determined by the County for the position, both objective and subjective.

6. If more than one bargaining unit employee meets the requirements set forth in 4 above, the County shall not be obligated to select the senior employee, but may make the selection which best suites the need of the County in the discretion of the County.

7. When the Department temporarily, via an acting position, places a bargaining unit employee into a vacancy ("vacancy" has the same meaning as defined in Section 5.1.F.1 of this Agreement), the Department shall adhere to the following procedures:

a. The position shall be announced by Department wide email. Instructions and qualifications for applying for transfer to the Acting Position shall be included in the announcement.

b. The application period shall be open for a minimum of seven (7) days.

c. The Department shall allow members of the bargaining unit to apply for the Acting Position and shall interview all qualified applicants for the position.

d. The interview panel shall include the Union President or his /her designee, who shall not be a voting member.

e. The Department retains the sole discretion to make the decision regarding which employee shall be selected for the acting position. Nothing in this section affects the Department's and/or County's ability to choose which employee, if any, will ultimately be promoted to that position. The fact that an employee is granted an acting position does not create an entitlement to promotion to that position.

f. The parties agree that the Department will not be prohibited from immediately filling this position pending the process outlined in this Section (5.1.F.7).

## **Section 5.2 Supplemental Retirement Benefit**

### **A. Benefit Accrual and Amounts**

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

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

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

B. Vesting

1. Minimum Continuous Service Requirements

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

2. Vested Benefit

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

C. Benefit Payment

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

D. Funding

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

E. Definitions

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

2. Average Annual Compensation means an amount computed by dividing by three (3) the compensation actually received by an employee during whatever period of thirty-six (36)

consecutive months of continuous service will provide the largest total compensation for any such period.

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

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

F. Representative on Supplemental Pension Board

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

G. Pension Plan Modifications Effective in FY13

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

Vesting/Minimum Continuous Service Requirement: 10 years eligibility service.

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

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

H. Hold Harmless Benefit Calculation.

For any employee covered by this Agreement who retires during the period July 1, 2022 through June 30, 2024, "Average Annual Compensation" as that term is defined in the Supplemental Retirement Plan, will be calculated as if the employee had received all merit step increases the employee would have otherwise been eligible to receive during the period covering Fiscal Years 1996 through 2024.

I. IRS Pickup Plan

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

a. are designated as employee contributions to be picked up by the County within the meaning of Section 414(h) (2) of the Internal Revenue Code and shall be treated as employer

contributions in determining the tax treatment of such amounts under that section;

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

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

d. shall, for all other purposes, be treated in the same manner and to the same extent as employee contributions made before establishment of the pickup plan.

2. Employees shall not be entitled to receive such amounts directly in lieu of having such amounts picked up by the County. This pickup plan becomes effective for pay periods beginning on or after its approval by the County Executive and the County Council. The County shall apply to the Internal Revenue Service for a private letter ruling with respect to the pickup plan, but neither the application nor the receipt of such a ruling are prerequisites to the implementation of the pickup plan.

**NOTE: Prior Sections G through I have been archived. See CB-112-2017. The lettering herein has been modified for continuity purposes.**

### **Section 5.3 Dues Check Off for Retirees**

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

### **Section 5.4 Group Health Insurance Coverage**

A. During Calendar Years 2013, 2014 2015, 2016 and 2017, the County shall contribute seventy-three percent (73%) to the cost of the County's preferred provider health insurance plan for any employee who elects to participate in the program. Participating employees shall contribute the remaining twenty-seven percent (27%). Effective January 2018, the County shall contribute seventy percent (70%) and participating employees shall contribute the remaining thirty (30%).

B. During Calendar Years 2013, 2014 2015, 2016 and 2017, the County shall contribute seventy-eight percent (78%) to the cost of a prepaid group health plan or Health Maintenance Organization (HMO) for any employee who elects to participate in the program. Participating employees shall contribute the remaining twenty-two (22%). Effective January 2018, the County shall contribute seventy five percent (75%) and participating employees shall contribute the remaining twenty five percent (25%).

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

D. During Calendar Years 2013, 2014 2015, 2016 and 2017 the County shall contribute eighty-eight percent (88%) to the County's deductible prescription drug and vision care programs for any employee who elects to participate in either program. The participating

employee shall contribute the remaining twelve percent (12%). Effective January 2018, the County shall contribute eighty five percent (85%) and participating employees will contribute the remaining fifteen percent (15%). Employees who choose not to enroll in the Prescription Drug Plan may choose to receive a credit instead.

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

F. Employees may choose to enroll in a Long-Term Disability program offering fifty percent (50%) or sixty percent (60%) of annual salary up to normal social security retirement age. Employees will pay the full cost of whichever option is chosen.

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

H. 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 two hundred thousand dollars (\$200,000). Employees may choose to increase their life insurance from one (1) to four (4) times their annual salary up to a total of one million dollars (\$1,000,000) including the base amount provided by the County. Employees will pay for the increased coverage at rates based on their age and amount of coverage. Employees may choose to reduce their life insurance at one (1) times their annual salary and receive a credit.

I. Effective July 1, 2017, the County shall pay a death benefit of n thirty thousand dollars (\$30,000) upon the death of any employee covered by this Agreement whose death results from an accidental personal injury arising out of and in the course of his/her employment.

J. The County has agreed to extend certain provisions of this article to current retirees with the express understanding and agreement of the parties that the County has not waived any rights it has with regard to whether matters affecting current retirees constitute mandatory subjects of bargaining.

### **Section 5.5 Call-Back Pay**

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

### **Section 5.6 Early Reporting Time**

A. An employee who is called in to work by career officers authorized by the County Fire Chief for two (2) hours or less immediately before his/her normally scheduled starting time shall be paid for such hours at one and one-half (1.5) times his/her regular rate of pay and will be paid his/her regular rate of pay beginning with his/her regular starting time.

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

### **Section 5.7 Holidays**

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

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

### **Section 5.8 Holiday Pay**

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

### **Section 5.9 Standby Duty**

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

Monday 0700 - Friday 1500  
Friday 1500 - Monday 0700

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



C. This Section shall not apply to unusual circumstances which result in the Department's Emergency Operation Plan being placed into effect, provided that when a "yellow alert" is in effect for seventy-two (72) hours those affected employees shall receive one (1) day's pay. In addition, affected employees shall be compensated at a rate of one (1) day's pay for each subsequent seventy-two (72) hours on alert.

### **Section 5.10 Pay While On I.O.J. Leave**

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

### **Section 5.11 Clothing Allowance**

a. Effective, July 1, 2019, Fire Inspectors, Fire Investigators, Training Academy Instructors, Heavy Equipment Mechanics, Master Equipment Mechanics, Supply Technicians, Breathing Air Technicians, and Garage Supervisors, covered by this Agreement shall receive a clothing allowance of eight hundred and fifty dollars (\$850.00) per year. This clothing allowance is not considered part of the employee's base pay, and will be paid in one (1) installment in July of each fiscal year. The County will provide fire inspectors with uniforms, safety equipment (including safety shoes and goggles) and overalls. The County will also provide heavy equipment mechanics and master equipment mechanics uniforms, safety shoes and mechanic tools. The Fire/EMS Department will also maintain the mechanics tools.

b. Effective July 1, 2022, three (3) uniform shirts will be issued per year to employees assigned to Community Relations, Logistics & Facilities Management and Technology & Information Services.

### **Section 5.12 Premium Pay**

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

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

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

employee must maintain annual certification requirements for each specialty. This compensation is not considered part of the employee's base pay.

## **ARTICLE 6 -- LEAVE PROVISIONS**

### **Section 6.1 Sick Leave**

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

### **Section 6.2 Annual Leave**

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

1. A maximum of three hundred sixty (360) hours of accumulated annual leave earned beginning with the first pay period in the 1997 leave year (i.e., January 5, 1997) may be carried over from one leave year to the next by an employee (i.e., new annual leave).

Notwithstanding the provisions of Article 6, Section 6.2 1 of this Agreement, a maximum of 440 hours of accumulated annual leave may be carried over from leave year 2021 into leave year 2022, however, the annual leave payout amount is not being increased. Unless amended by future legislation, the maximum amount of annual leave that may be carried over from leave year 2022 into leave year 2023 shall revert back to 360 hours. This modified benefit shall sunset automatically upon its implementation.

2. An employee shall be allowed to carry over annual leave earned as of the last full pay period in leave year 1996 (i.e., old annual leave) even if such accumulated amount is in excess of the maximum allowed in Subsection 1., above, or in excess of the one hundred thirty (130) days maximum allowed in the first paragraph of former Section 6.2.

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

### **Section 6.3 Sick and Annual Leave Disposition Upon Separation**

A. Effective beginning with the 1997 leave year (i.e. January 5, 1997), the annual and sick leave balances accumulated by an employee shall, upon the employee's separation from employment, with proper notice of separation, be liquidated in the following manner:

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

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

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

a. Upon separation from employment, employees who participate in the Maryland State Retirement Systems (MSRS) may elect to receive a cash payment for the remainder of their annual leave hours that were accumulated as of the end of the 1996 leave year OR up to three hundred sixty (360) hours of accumulated annual leave, whichever is greater. Any remaining amount would be converted to sick leave and could be applied to purchase MSRS pension credit at the applicable rate.

4. Upon separation from employment for non-disciplinary reasons (including but not limited to retirement, disability and death), eligible employees will receive cash payment for unused sick leave accumulated as of the end of the 1996 leave year at two and one-half percent (2.5%) for each year of service (through the date of separation) at the employee's base hourly rate of pay as of January 1, 1997. However, if a fire fighter with less than twenty (20) years of actual service terminates employment as a result of death or disability, he/she shall receive a fifty percent (50%) cash-out of unused accumulated sick leave as of the end of the 1996 leave year.

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

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

#### **Section 6.4 Personal Leave**

Twenty-eight (28) hours of paid personal leave per leave year, including the additional four (4) hours of personal leave each wage reporting year in lieu of the former General Election Day Holiday, shall be granted to each employee eligible for annual leave. A personal leave day shall be requested and approved in advance of use. There shall be no accumulation of personal leave days and unused personal leave shall be forfeited at the end of the leave year or upon termination of employment. A personal leave day equals eight (8) hours. Personal leave may be taken in increments of one (1) hour.

#### **Section 6.5 Bereavement Leave**

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

days of bereavement leave taken upon the death of a parent, spouse or child will be administrative leave rather than sick leave.

### **Section 6.6 Additional Leave Provisions**

In the event the County Executive closes the County offices for an entire day, or any portion thereof, because of extreme inclement weather, other emergencies producing hazardous conditions, or for any other reason which may prevent County employees from reporting to work or which may require early release from work, those employees required by the Fire/EMS Department to perform duties during the period that the County offices are closed will be entitled to receive one (1) hour of compensatory time for each hour worked each day during the emergency (not to exceed ten (10) hours per employee per twenty-four (24) hour period), in addition to any pay to which they are entitled for that period.

### **Section 6.7 Sick Leave Bank**

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

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

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

### **Section 6.8 Administration of Leave**

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

### **Section 6.9 Discretionary Leave**

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

B. Employees covered by this Agreement who have been employed as employees of Prince George's County for ten (10) or more years shall be eligible for one (1) day of discretionary

leave per leave year in addition to the one (1) day of discretionary leave described in the above paragraph A, subject to the same limitations described in that paragraph.

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

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

### **Section 6.10 Disability Leave**

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

1. Medical Review Officer determines that the employee is medically capable of working in a full duty or light-duty status. In the case of the latter, the employee will only be entitled to four (4) hours of disability leave for related medical appointments;

2. The employee's physician determines that the employee is medically capable of working in a full duty or light-duty status. In the case of the latter, the employee will only be entitled to four (4) hours of disability leave for related medical appointments); or

3. Until the disability leave period expires as set forth in Personnel Law Section 16-224.

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

## **ARTICLE 7 -- SAFETY & HEALTH**

### **Section 7.1 Cooperation**

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

### **Section 7.2 Safety Officer**

There shall be a safety officer from within the Fire/EMS Department to investigate accidents, find cause for accidents, make recommendations for the prevention of accidents, and to keep

records and statistics of accidents. The safety officer or his/her designee, shall be empowered to enforce his/her recommendations once they are approved by the County Fire Chief.

### **Section 7.3 Safety**

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

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

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

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

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

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

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

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

### **Section 7.4 Wellness/Fitness**

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

B. Peer Fitness Trainers shall be compensated at a rate of one and one-half percent (1 ½%) above their regular base rate of pay. This is inclusive of compensation for maintaining certification and shall be considered part of the employee's base rate of pay (for the purposes of

overtime). The Peer Fitness Trainer must complete the required continuing education on their own time and at their own expense.

C. The Department will provide the employees covered by this Agreement administrative leave for physical fitness up to a maximum of one and one half (1½) hours per day, no more than two (2) days a week for physical fitness. The physical fitness should be coordinated with the supervisor and completed while on duty.

### **Section 7.5 Random Drug and Alcohol Testing Provisions**

A. The County and the Union recognize that illegal drug use, as well as alcohol and drug misuse, endanger public safety and compromise a safe and healthy work environment.

B. The County and the Union agree that a Drug and Alcohol Testing Policy applicable to all employees covered by this Agreement must include, but not be limited to, the following provisions: prohibited conduct; routine testing; random drug and alcohol testing; for cause drug or alcohol testing; and counseling/rehabilitative services. This section applies to random drug and alcohol testing only.

C. The County and the Union agree that random drug and alcohol testing shall be conducted in accordance with the terms and conditions of the random drug and alcohol testing provision (attached to this Agreement as Attachment E).

D. The County and the Union agree that random drug and alcohol testing of employees covered by this Agreement shall occur during the employee's normal duty hours.

E. All employees covered by this Agreement shall be provided notification of the Department's drug screen panel and their corresponding thresholds annually.

F. The County shall provide the Union with a quarterly report of all Department members who undergo random drug and alcohol testing during the preceding quarter. The report shall include statistical information, including the race, gender, and assignment for any employee who undergoes random drug and alcohol testing. The Union shall also be notified of the number of times any particular employee has undergone more than a single random test during the calendar year, but shall not include any test results or personally identifiable information.

G. Any subsequent amendments to the random drug and alcohol testing provision shall require mutual agreement of the parties.

H. Employees covered by this Agreement shall only be subject to random drug and alcohol testing if non-bargaining unit employees and volunteer members in safety sensitive positions of the Fire/EMS Department are subject to the same.

## **ARTICLE 8 -- HOURS OF WORK**

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

**B. Breaks**

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

**Section 8.1 Overtime Pay**

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

**B. Calculation of Overtime**

Each hour of overtime shall be compensated as follows:

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

**Section 8.2 Alternative Work Schedules**

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

**ARTICLE 9 -- GRIEVANCE AND ARBITRATION PROCEDURES****Section 9.1 Definition**

Subject to any limitations of existing law, a grievance is defined as a dispute concerning the application or interpretation of the terms of this Agreement, Personnel Law items, or a claimed violation, misinterpretation or misapplication of the rules or regulations of the County affecting the terms and conditions of employment.

**Section 9.2 Applicability of Grievance Procedure**

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



discharge with the Personnel Board pursuant to the procedures outlined in the County Personnel Law.

### **Section 9.3 Grievance Procedure**

Grievances shall be presented and adjusted in the following manner:

1. Step One: Within seven (7) days after the event giving rise to the grievance or within seven (7) days following the time when the employee should reasonably have known of its occurrence, the employee aggrieved, and if the employee desires, the employee's union steward, may discuss the grievance with the employee's immediate supervisor. The supervisor shall attempt to adjust the matter and shall respond orally to the employee within three (3) days.
2. Step Two: If the grievance has not been settled at Step One, a written grievance may be filed, signed by the aggrieved employee and the employee's accredited union steward, and presented to the supervisor within five (5) days after the receipt of the answer at Step One or within five (5) days of when the answer was due. The supervisor receiving the grievance shall meet with the employee and the employee's accredited union steward and render a decision in writing not later than seven (7) days after the receipt of the grievance.
3. Step Three: If the grievance has not been settled at Step Two, a written appeal signed by the employee and the employee's accredited union steward may be filed with the County Fire Chief within five (5) days after the receipt of the answer at Step Two or within five (5) days of when the answer was due. The County Fire Chief or his/her designee shall meet with the employee and the employee's accredited union steward and render a written decision within fifteen (15) days after the receipt of the grievance.
4. Step Four: If the grievance has not been settled at Step Three, a written appeal signed by the employee and the employee's accredited union steward may be filed with the Chief Labor Negotiator within five (5) days after receipt of the answer at Step Three or within five (5) days of when the answer was due. The Chief Labor Negotiator or his/her designee shall meet with the employee and a committee including the employee's accredited union steward, Union Local President and/or Union Local Officers and render a written decision within fifteen (15) days after the receipt of the grievance.
5. Step Five: If the grievance is not settled at Step Four, the Union may request arbitration, giving written notice to the County Fire Chief within ten (10) days after receipt of the answer at Step Four or within ten (10) days of when the answer was due. The arbitration proceedings shall be conducted by an arbitrator to be selected by the County and the Union from a list supplied by the American Arbitration Association. The parties shall use an alternate strike procedure to select an acceptable name. Normally such list shall be jointly requested within seven (7) days from the date the County is officially notified by the Union of its intent to arbitrate. The decision of the arbitrator shall be final and binding on both parties provided that no provision of this Agreement which is stated to be a matter of policy shall be subject to arbitration. Expenses for the arbitrator's service and the proceedings shall be borne equally by the County and the Union.

#### **Section 9.4 General Provisions**

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

#### **Section 9.5 Time Limits**

Time limits for the processing of grievances are intended to expedite grievance handling and may be extended upon mutual agreement, but if not so extended, they must be strictly observed. If the matter in dispute is not resolved within the time period provided for in any step, the next step may then be invoked, provided that if an employee fails to pursue any step within the time limits provided, he shall have no further right to continue the grievance.

#### **Section 9.6 Days Defined**

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

#### **Section 9.7 Processing Grievances During Working Hours**

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

### **ARTICLE 10 -- PERSONNEL FILES**

#### **Section 10.1 Review**

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

## **Section 10.2 Expunction**

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

## **ARTICLE 11 -- ROSTER**

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

## **ARTICLE 11.1 -- VACANCY ELIMINATION**

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

## **ARTICLE 12 -- NO STRIKE OR LOCKOUT**

### **Section 12.1**

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

### **Section 12.2**

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

### **Section 12.3**

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

## **ARTICLE 13 – TRAINING AND EDUCATION**

### **Section 13.1 EMT Certification**

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

### **Section 13.2 On Duty Training**

All employees covered by this Agreement shall have the option of attending up to forty (40)

hours of training related to their field or FIRE/EMS related subjects each year while on duty. This training shall be subject to the Fire Chief's approval but not unreasonably withheld.

### **Section 13.3 Training Certification Pay**

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

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

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

C. For the purpose of this Article, any employee who has an emergency medical certification recognized by the State of Maryland that is higher than Emergency Medical Responder may also receive this pay as outlined in Section 13.3A.

D. Employees receiving the annual Training Certification Pay shall be required to maintain annual refresher certification requirements as outlined by the State of Maryland and the Fire/EMS Department. Employees will provide proof annually to the Fire/EMS Department that they have met the certification requirements.

## **ARTICLE 14 -- SAVINGS AND SEPARABILITY**

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

## **ARTICLE 15 -- DURATION**

This Agreement shall become effective on July 1, 2022, unless otherwise stated in specific sections, and shall remain in full force until June 30, 2024. This Agreement shall be automatically renewed from year to year after June 30, 2024, unless either party shall notify the other in writing no later than October 1, 2023, (or October 1st of any subsequent year thereafter in the case of an automatic renewal) that it desires to terminate, modify or amend this Agreement.

Signed on this \_\_\_\_\_ day of \_\_\_\_\_, 2023, in Prince George's County,  
Maryland.

FOR THE INTERNATIONAL  
ASSOCIATION OF FIRE FIGHTERS  
LOCAL 1619:

FOR PRINCE GEORGE'S COUNTY,  
MARYLAND:

\_\_\_\_\_  
Andrew K. Pantelis  
President

\_\_\_\_\_  
Angela D. Alsobrooks  
County Executive

FOR PRINCE GEORGE'S COUNTY  
FIRE/EMS DEPARTMENT:

\_\_\_\_\_  
Tiffany D. Green  
Fire Chief

**ATTACHMENT A – CLASSES OF WORK**

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

**ATTACHMENT B – MIN-MAX SYSTEM**

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

B. Effective July 1, 1994:

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

2. Merit steps will have the value of three and one-half percent (3.5%). An employee will be eligible to advance to the next merit step for his/her grade on his/her anniversary date at the rate of one (1) step per year provided that he/she receives a satisfactory performance evaluation for the preceding year.

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

b. If, upon the granting of a three and one-half percent (3.5%) merit increase, an employee's salary rate is greater than one percent (1%) but less than three and one-half percent (3.5%) from the applicable maximum rate, the employee upon satisfactory completion of one (1) additional year of service, will have his/her salary rate adjusted to the applicable maximum rate.

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

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

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

7. Employees covered by this Agreement and hired before July 1, 1993, will keep the anniversary dates that they held on July 1, 1993, for as long as they are continuously employed. Employees hired on or after July 1, 1993, will have as their anniversary dates the dates of their initial appointment and those anniversary dates will not be changed while those employees are continuously employed.

C. Effective July 1, 2019, the maximum pay rate will be increased by three and one-half percent (3.5%).

D. Effective July 1, 2021, the maximum pay rates for employees covered by this Agreement will be increased by three and one-half percent (3.5%), and employees who are at maximum on that date will have their salaries raised by three and one-half percent (3.5%) on that date.

**NOTE: Prior Sections B8 through H have been archived. See CB-112-2017. The lettering herein has been modified for continuity purposes.**

**ATTACHMENT C – SALARY SCHEDULES**

**SALARY SCHEDULE H**  
**EFFECTIVE JULY 1, 2022 – 3.5% MAXIMUM RATE INCREASE**  
**FIRE/EMS DEPARTMENT CIVILIAN EMPLOYEES**  
**PRINCE GEORGE’S COUNTY, MARYLAND**

<b>GRADE</b>		<b>MINIMUM</b>	<b>MAXIMUM</b>
<b>H02</b>	HOURLY	9.0772	22.2699
	BIWEEKLY	726.17	1781.59
	ANNUAL	18,880	46,321
<b>H03</b>	HOURLY	9.5113	23.3542
	BIWEEKLY	760.91	1868.33
	ANNUAL	19,784	48,577
<b>H04</b>	HOURLY	9.9675	24.4927
	BIWEEKLY	797.4	1959.41
	ANNUAL	20,732	50,945
<b>H05</b>	HOURLY	10.4462	25.6879
	BIWEEKLY	835.69	2055.03
	ANNUAL	21,728	53,431
<b>H06</b>	HOURLY	10.9488	26.9428
	BIWEEKLY	875.91	2155.43
	ANNUAL	22,774	56,041
<b>H07</b>	HOURLY	11.4761	28.2600
	BIWEEKLY	918.08	2260.80
	ANNUAL	23,870	58,781
<b>H08</b>	HOURLY	12.0303	29.6443
	BIWEEKLY	962.43	2371.54
	ANNUAL	25,023	61,660
<b>H09</b>	HOURLY	12.6125	31.0973
	BIWEEKLY	1009	2487.78
	ANNUAL	26,234	64,682
<b>H10</b>	HOURLY	13.2235	32.6234
	BIWEEKLY	1057.88	2609.87
	ANNUAL	27,505	67,857



GRADE		MINIMUM	MAXIMUM
<b>H11</b>	HOURLY	13.8649	34.2257
	BIWEEKLY	1109.2	2738.05
	ANNUAL	28,839	71,189
<b>H12</b>	HOURLY	14.5387	35.9070
	BIWEEKLY	1163.1	2872.56
	ANNUAL	30,241	74,687
<b>H13</b>	HOURLY	15.2458	37.6735
	BIWEEKLY	1219.67	3013.88
	ANNUAL	31,711	78,361
<b>H14</b>	HOURLY	15.9886	39.5280
	BIWEEKLY	1279.09	3162.24
	ANNUAL	33,256	82,218
<b>H15</b>	HOURLY	16.7684	41.4751
	BIWEEKLY	1341.48	3318.01
	ANNUAL	34,878	86,268
<b>H16</b>	HOURLY	17.5874	43.5198
	BIWEEKLY	1406.99	3481.58
	ANNUAL	36,582	90,521
<b>H17</b>	HOURLY	18.4469	45.6664
	BIWEEKLY	1475.75	3653.31
	ANNUAL	38,370	94,986
<b>H18</b>	HOURLY	19.3501	47.9205
	BIWEEKLY	1548.01	3833.64
	ANNUAL	40,248	99,675
<b>H19</b>	HOURLY	20.2978	50.2876
	BIWEEKLY	1623.82	4023.01
	ANNUAL	42,219	104,598
<b>H20</b>	HOURLY	21.2931	52.7731
	BIWEEKLY	1703.45	4221.84
	ANNUAL	44,290	109,768

<b>GRADE</b>		<b>MINIMUM</b>	<b>MAXIMUM</b>
<b>H21</b>	HOURLY	22.3378	55.3815
	BIWEEKLY	1787.03	4430.52
	ANNUAL	46,463	115,193
<b>H22</b>	HOURLY	23.4351	58.1222
	BIWEEKLY	1874.81	4649.78
	ANNUAL	48,745	120,894
<b>H23</b>	HOURLY	24.5876	60.9983
	BIWEEKLY	1967.01	4879.87
	ANNUAL	51,142	126,877
<b>H24</b>	HOURLY	25.7971	64.0197
	BIWEEKLY	2063.77	5121.58
	ANNUAL	53,658	133,161
<b>H25</b>	HOURLY	27.0678	67.1914
	BIWEEKLY	2165.42	5375.31
	ANNUAL	56,301	139,758
<b>H26</b>	HOURLY	28.4011	70.5218
	BIWEEKLY	2272.09	5641.75
	ANNUAL	59,074	146,685
<b>H27</b>	HOURLY	29.8019	74.0184
	BIWEEKLY	2384.15	5921.47
	ANNUAL	61,988	153,958

The Minimum hourly rates are the July 1, 2021 Minimum hourly rates. The Maximum hourly rates are the July 1, 2021 Maximum hourly rates multiplied by 1.035%. 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 H**  
**EFFECTIVE MARCH 26, 2023 – 5% COLA**  
**FIRE/EMS DEPARTMENT CIVILIAN EMPLOYEES**  
**PRINCE GEORGE’S COUNTY, MARYLAND**

<b>GRADE</b>		<b>MINIMUM</b>	<b>MAXIMUM</b>
<b>H02</b>	HOURLY	9.5308	23.3834
	BIWEEKLY	762.46	1870.67
	ANNUAL	19,824	48,637
<b>H03</b>	HOURLY	9.9871	24.5219
	BIWEEKLY	798.97	1961.75
	ANNUAL	20,773	51,006
<b>H04</b>	HOURLY	10.4657	25.7173
	BIWEEKLY	837.25	2057.38
	ANNUAL	21,769	53,492
<b>H05</b>	HOURLY	10.9685	26.9723
	BIWEEKLY	877.48	2157.78
	ANNUAL	22,814	56,102
<b>H06</b>	HOURLY	11.4965	28.2900
	BIWEEKLY	919.72	2263.20
	ANNUAL	23,913	58,843
<b>H07</b>	HOURLY	12.0498	29.6730
	BIWEEKLY	963.98	2373.84
	ANNUAL	25,064	61,720
<b>H08</b>	HOURLY	12.6318	31.1265
	BIWEEKLY	1010.54	2490.12
	ANNUAL	26,274	64,743
<b>H09</b>	HOURLY	13.2431	32.6521
	BIWEEKLY	1059.45	2612.17
	ANNUAL	27,546	67,916
<b>H10</b>	HOURLY	13.8847	34.2546
	BIWEEKLY	1110.78	2740.37
	ANNUAL	28,880	71,250

<b>GRADE</b>		<b>MINIMUM</b>	<b>MAXIMUM</b>
<b>H11</b>	HOURLY	14.5581	35.9369
	BIWEEKLY	1164.65	2874.96
	ANNUAL	30,281	74,749
<b>H12</b>	HOURLY	15.2659	37.7024
	BIWEEKLY	1221.27	3016.19
	ANNUAL	31,753	78,421
<b>H13</b>	HOURLY	16.0080	39.5572
	BIWEEKLY	1280.64	3164.57
	ANNUAL	33,297	82,279
<b>H14</b>	HOURLY	16.7879	41.5044
	BIWEEKLY	1343.03	3320.36
	ANNUAL	34,919	86,329
<b>H15</b>	HOURLY	17.6067	43.5489
	BIWEEKLY	1408.53	3483.91
	ANNUAL	36,622	90,582
<b>H16</b>	HOURLY	18.4669	45.6957
	BIWEEKLY	1477.35	3655.66
	ANNUAL	38,411	95,047
<b>H17</b>	HOURLY	19.3695	47.9497
	BIWEEKLY	1549.56	3835.98
	ANNUAL	40,289	99,735
<b>H18</b>	HOURLY	20.3175	50.3165
	BIWEEKLY	1625.40	4025.32
	ANNUAL	42,260	104,658
<b>H19</b>	HOURLY	21.3125	52.8019
	BIWEEKLY	1705.00	4224.16
	ANNUAL	44,330	109,828
<b>H20</b>	HOURLY	22.3579	55.4117
	BIWEEKLY	1788.63	4432.94
	ANNUAL	46,505	115,256

<b>GRADE</b>		<b>MINIMUM</b>	<b>MAXIMUM</b>
<b>H21</b>	HOURLY	23.4549	58.1505
	BIWEEKLY	1876.39	4652.04
	ANNUAL	48,786	120,953
<b>H22</b>	HOURLY	24.6069	61.0283
	BIWEEKLY	1968.55	4882.27
	ANNUAL	51,182	126,939
<b>H23</b>	HOURLY	25.8169	64.0482
	BIWEEKLY	2065.35	5123.86
	ANNUAL	53,699	133,220
<b>H24</b>	HOURLY	27.0870	67.2207
	BIWEEKLY	2166.96	5377.66
	ANNUAL	56,341	139,819
<b>H25</b>	HOURLY	28.4212	70.5510
	BIWEEKLY	2273.69	5644.08
	ANNUAL	59,116	146,746
<b>H26</b>	HOURLY	29.8210	74.0479
	BIWEEKLY	2385.68	5923.83
	ANNUAL	62,028	154,020
<b>H27</b>	HOURLY	31.2920	77.7193
	BIWEEKLY	2503.36	6217.55
	ANNUAL	65,087	161,656

The Minimum and Maximum hourly rates are the July 1, 2022 rates multiplied by 1.05%. 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.

**EFFECTIVE JULY 1, 2023 – 3.5% MAXIMUM RATE INCREASE  
FIRE/EMS DEPARTMENT CIVILIAN EMPLOYEES  
PRINCE GEORGE’S COUNTY, MARYLAND**

<b>GRADE</b>		<b>MINIMUM</b>	<b>MAXIMUM</b>
<b>H02</b>	HOURLY	9.5308	24.2018
	BIWEEKLY	762.46	1936.15
	ANNUAL	19,824	50,340
<b>H03</b>	HOURLY	9.9871	25.3802
	BIWEEKLY	798.97	2030.41
	ANNUAL	20,773	52,791
<b>H04</b>	HOURLY	10.4657	26.6174
	BIWEEKLY	837.25	2129.39
	ANNUAL	21,769	55,364
<b>H05</b>	HOURLY	10.9685	27.9163
	BIWEEKLY	877.48	2233.31
	ANNUAL	22,814	58,066
<b>H06</b>	HOURLY	11.4965	29.2801
	BIWEEKLY	919.72	2342.41
	ANNUAL	23,913	60,903
<b>H07</b>	HOURLY	12.0498	30.7115
	BIWEEKLY	963.98	2456.92
	ANNUAL	25,064	63,880
<b>H08</b>	HOURLY	12.6318	32.2159
	BIWEEKLY	1010.54	2577.27
	ANNUAL	26,274	67,009
<b>H09</b>	HOURLY	13.2431	33.7950
	BIWEEKLY	1059.45	2703.60
	ANNUAL	27,546	70,294
<b>H10</b>	HOURLY	13.8847	35.4535
	BIWEEKLY	1110.78	2836.28
	ANNUAL	28,880	73,743

<b>GRADE</b>		<b>MINIMUM</b>	<b>MAXIMUM</b>
<b>H11</b>	HOURLY	14.5581	37.1947
	BIWEEKLY	1164.65	2975.58
	ANNUAL	30,281	77,365
<b>H12</b>	HOURLY	15.2659	39.0220
	BIWEEKLY	1221.27	3121.76
	ANNUAL	31,753	81,166
<b>H13</b>	HOURLY	16.0080	40.9417
	BIWEEKLY	1280.64	3275.33
	ANNUAL	33,297	85,159
<b>H14</b>	HOURLY	16.7879	42.9571
	BIWEEKLY	1343.03	3436.57
	ANNUAL	34,919	89,351
<b>H15</b>	HOURLY	17.6067	45.0731
	BIWEEKLY	1408.53	3605.85
	ANNUAL	36,622	93,752
<b>H16</b>	HOURLY	18.4669	47.2951
	BIWEEKLY	1477.35	3783.61
	ANNUAL	38,411	98,374
<b>H17</b>	HOURLY	19.3695	49.6279
	BIWEEKLY	1549.56	3970.24
	ANNUAL	40,289	103,226
<b>H18</b>	HOURLY	20.3175	52.0776
	BIWEEKLY	1625.40	4166.21
	ANNUAL	42,260	108,321
<b>H19</b>	HOURLY	21.3125	54.6500
	BIWEEKLY	1705.00	4372.00
	ANNUAL	44,330	113,672
<b>H20</b>	HOURLY	22.3579	57.3511
	BIWEEKLY	1788.63	4588.09
	ANNUAL	46,505	119,290

<b>GRADE</b>		<b>MINIMUM</b>	<b>MAXIMUM</b>
<b>H21</b>	HOURLY	23.4549	60.1858
	BIWEEKLY	1876.39	4814.86
	ANNUAL	48,786	125,186
<b>H22</b>	HOURLY	24.6069	63.1643
	BIWEEKLY	1968.55	5053.15
	ANNUAL	51,182	131,382
<b>H23</b>	HOURLY	25.8169	66.2899
	BIWEEKLY	2065.35	5303.19
	ANNUAL	53,699	137,883
<b>H24</b>	HOURLY	27.0870	69.5734
	BIWEEKLY	2166.96	5565.87
	ANNUAL	56,341	144,713
<b>H25</b>	HOURLY	28.4212	73.0203
	BIWEEKLY	2273.69	5841.62
	ANNUAL	59,116	151,882
<b>H26</b>	HOURLY	29.8210	76.6396
	BIWEEKLY	2385.68	6131.17
	ANNUAL	62,028	159,410
<b>H27</b>	HOURLY	31.2920	80.4395
	BIWEEKLY	2503.36	6435.16
	ANNUAL	65,087	167,314

The Minimum rates are the March 26, 2023 rates. The Maximum rates are the March 26, 2023 rates multiplied by 1.035%. 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.



**EFFECTIVE MARCH 24, 2024 – 2.5% COLA**  
**FIRE/EMS DEPARTMENT CIVILIAN EMPLOYEES**  
**PRINCE GEORGE’S COUNTY, MARYLAND**

<b>GRADE</b>		<b>MINIMUM</b>	<b>MAXIMUM</b>
<b>H02</b>	HOURLY	9.7690	24.8069
	BIWEEKLY	781.52	1984.55
	ANNUAL	20,320	51,598
<b>H03</b>	HOURLY	10.2368	26.0147
	BIWEEKLY	818.94	2081.17
	ANNUAL	21,293	54,110
<b>H04</b>	HOURLY	10.7273	27.2829
	BIWEEKLY	858.19	2182.63
	ANNUAL	22,313	56,748
<b>H05</b>	HOURLY	11.2427	28.6142
	BIWEEKLY	899.41	2289.14
	ANNUAL	23,385	59,518
<b>H06</b>	HOURLY	11.7839	30.0121
	BIWEEKLY	942.71	2400.97
	ANNUAL	24,511	62,425
<b>H07</b>	HOURLY	12.3510	31.4793
	BIWEEKLY	988.08	2518.35
	ANNUAL	25,690	65,477
<b>H08</b>	HOURLY	12.9476	33.0213
	BIWEEKLY	1035.81	2641.71
	ANNUAL	26,931	68,684
<b>H09</b>	HOURLY	13.5742	34.6398
	BIWEEKLY	1085.94	2771.19
	ANNUAL	28,234	72,051
<b>H10</b>	HOURLY	14.2319	36.3398
	BIWEEKLY	1138.55	2907.19
	ANNUAL	29,602	75,587

<b>GRADE</b>		<b>MINIMUM</b>	<b>MAXIMUM</b>
<b>H11</b>	HOURLY	14.9221	38.1246
	BIWEEKLY	1193.77	3049.97
	ANNUAL	31,038	79,299
<b>H12</b>	HOURLY	15.6475	39.9975
	BIWEEKLY	1251.80	3199.80
	ANNUAL	32,547	83,195
<b>H13</b>	HOURLY	16.4082	41.9652
	BIWEEKLY	1312.65	3357.22
	ANNUAL	34,129	87,288
<b>H14</b>	HOURLY	17.2076	44.0310
	BIWEEKLY	1376.61	3522.48
	ANNUAL	35,792	91,585
<b>H15</b>	HOURLY	18.0468	46.1999
	BIWEEKLY	1443.75	3695.99
	ANNUAL	37,537	96,096
<b>H16</b>	HOURLY	18.9285	48.4775
	BIWEEKLY	1514.28	3878.20
	ANNUAL	39,371	100,833
<b>H17</b>	HOURLY	19.8537	50.8686
	BIWEEKLY	1588.30	4069.49
	ANNUAL	41,296	105,807
<b>H18</b>	HOURLY	20.8254	53.3795
	BIWEEKLY	1666.04	4270.36
	ANNUAL	43,317	111,029
<b>H19</b>	HOURLY	21.8453	56.0163
	BIWEEKLY	1747.62	4481.30
	ANNUAL	45,438	116,514
<b>H20</b>	HOURLY	22.9169	58.7849
	BIWEEKLY	1833.35	4702.79
	ANNUAL	47,667	122,273

<b>GRADE</b>		<b>MINIMUM</b>	<b>MAXIMUM</b>
<b>H21</b>	HOURLY	24.0413	61.6904
	BIWEEKLY	1923.30	4935.24
	ANNUAL	50,006	128,316
<b>H22</b>	HOURLY	25.2220	64.7434
	BIWEEKLY	2017.76	5179.47
	ANNUAL	52,462	134,666
<b>H23</b>	HOURLY	26.4623	67.9472
	BIWEEKLY	2116.98	5435.77
	ANNUAL	55,042	141,330
<b>H24</b>	HOURLY	27.7641	71.3128
	BIWEEKLY	2221.13	5705.02
	ANNUAL	57,749	148,331
<b>H25</b>	HOURLY	29.1317	74.8458
	BIWEEKLY	2330.54	5987.66
	ANNUAL	60,594	155,679
<b>H26</b>	HOURLY	30.5665	78.5556
	BIWEEKLY	2445.32	6284.45
	ANNUAL	63,578	163,396
<b>H27</b>	HOURLY	32.0743	82.4505
	BIWEEKLY	2565.95	6596.04
	ANNUAL	66,715	171,497

The Minimum and Maximum rates are the July 1, 2023 rates multiplied by 1.025%. 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.

**ATTACHMENT D - JOINT COMMITTEE ON PERFORMANCE APPRAISALS**

The County and IAFF Local 1619 agree to the formation of a Joint Committee on Performance Appraisals. The Committee shall be comprised of an equal number of Union and management representatives, but no more than four (4) from each party. The Committee will begin its work within thirty (30) days from the enactment of this Agreement and will explore best practices for a fair and equitable performance appraisal system which is appropriate for the type of work performed by IAFF Local 1619 bargaining unit members. The Joint Committee may also look at pay for performance systems in use in other jurisdictions. The Committee will issue its findings and recommendations to the IAFF Local 1619 President, the Chief of the Fire/EMS Department and the Director of OHRM by January 31, 2022.

**ATTACHMENT E - RANDOM DRUG AND ALCOHOL TESTING PROVISION****PURPOSE**

The Fire/Emergency Medical Services Department (Department) recognizes that illegal drug use and/or legal substance misuse may not only negatively affect the person involved but jeopardize departmental operations and public safety. The Department is also concerned with the overall health, as well as the physical and emotional well-being of all its employees/members.

It is the goal of this provision to eliminate the unauthorized use of drugs and/or alcohol and to prevent the adverse impact such use has upon job performance, productivity, safety, and work environment.

Before being held accountable for this provision, all employees will be provided their own copy of this provision and trained regarding its requirements. All employees will be required to read and sign a notification form.

All employees/members will be subject to random, for cause, and other appropriate testing during all hours when they are on duty.

**DEFINITIONS**

**Random Testing** - Drug and alcohol tests performed on employees/members while on duty and without advanced warning. Employees/members shall be selected randomly by a scientifically valid method that conforms to Department of Transportation Best Practices for DOT Random Drug and Alcohol Testing. The use of a computer-generated list of random employee/member names shall be used to determine whether the employee/member has used alcohol, controlled substance(s), or drugs in a manner that violates this policy.

**POLICY****I. Prohibited Conduct**

- A. Illegal substance use by an employee/member, whether on or off duty, is prohibited and may result in disciplinary action up to and including dismissal from employment/membership.
- B. Prescribed or over-the-counter drug usage that may result in an employee/member's on-duty impairment is prohibited and may result in disciplinary action up to and including dismissal from employment/membership. It is employee/member's responsibility to consult with their health care provider concerning the possibility of on-duty impairment and report any possible impairment to their supervisor prior to commencing work, functions, and/or services.

Illegal alcohol use by an employee/member is prohibited. In addition, the use of alcohol which leads to on-duty impairment and/or blood alcohol levels elevated beyond acceptable legal federal standards is also prohibited. Alcohol screening will be in accordance with the Department of Transportation Regulations, 49 CFR Part 40. Illegal alcohol usage and/or on-duty impairment from alcohol may result in disciplinary action up to and including dismissal from employment/membership.

## II. Random Testing

- A. All employee/members in safety sensitive positions are subject to random drug and alcohol testing.
- B. At unspecified times, a list of employee/member names required to undergo random testing will be generated by a computer and will be provided to the Department's Health and Wellness Office (HWO) by a third-party vendor contracted by OMS that is beyond the control of the Department.
  - 1. Each employee/member of the population subject to testing has an equal chance to be selected for testing on each occasion random testing is conducted. The selection process will not be affected by or related to any pre-employment testing, testing based on reasonable suspicion, or disciplinary action.
  - 2. Selection of employee/members subject to random testing will be conducted at the rate of 25% of the total number of eligible staff, career personnel, and volunteer members respectively, per fiscal year.
  - 3. Selected employee/members must sign a consent form at the test facility prior to the random drug/alcohol screening and shall disclose usage of any prescribed or over-the-counter medications for non-negative test validation purposes.
  - 4. A selected employee/member's refusal to fully participate in and comply with a random drug and alcohol test without a compelling reason as determined by the HWO will be considered an admission of illegal substance use and is grounds for dismissal from employment/membership.
- C. HWO will immediately contact the affected Duty Chief so that proper notice to the selected employee/member is effectuated and staffing relief for the selected employee/member is initiated. Random drug testing will not negatively impact minimum staffing levels described in the parties' Collective Bargaining Agreement. If staffing coverage for the selected employee/member is not possible, the entire company/station must be taken out of service until the selected employee/member completes the random test process and returns to the company/station. The selected employee/member will have two (2) hours to report to the test facility for random testing upon relief and/or company/station closing.
- D. If the employee/member is on duty but is not in his/her/their assigned workplace, the Staffing Office will use the on-duty roster and/or the assistance of the affected Duty Chief to locate and give notice to the selected employee/member. In this case, the supervisor must ensure the selected employee/member completes the random testing process. Under no circumstances may the supervisor disclose to any other person that the employee/member has been ordered to report for random testing before the Duty Chief notifies the selected employee/member.
- E. An employee/member selected for testing who is on duty or an employee/member in an administrative leave status pending disciplinary action, will not be excused from testing, allowed to reschedule testing, and/or allowed to take sick or any other leave after being notified of testing, except in extremely unusual circumstances that must be approved by the Fire Chief/designee. Extended time to report to the test facility may be authorized by the Duty Chief if the employee/member resides outside of the Metropolitan area. Such

circumstances must be documented by the HWO.

- F. If an employee/member is not scheduled to work, or if an employee/member is on previously approved administrative, annual, compensatory, personal, or sick leave, when selected for random testing, they will not be required to test that day. The selected employee/member will be notified and must be tested on their next scheduled workday that the test site is open. Under no circumstances should anyone other than HWO and the affected Duty Chief, including selected employee/member, be informed that employee/member was selected for random testing prior to selected employee/member's return to work/service. The selected employee/member that was previously not scheduled to work is not authorized to resume duties/service until a random test sample is provided.
- G. An employee/member on military leave, approved disability, family medical or sick leave for their own condition, or leave without pay for more than 30 calendar days, shall not be subjected to random testing.

### **III. Testing Procedures and Reporting Results**

- A. Any individual attempting to circumvent the screening process via deception or fraud will be subject to disciplinary action up to and including dismissal.
- B. All sample collections and testing will be conducted in accordance with Department of Transportation Regulations, 49 CFR Part 40.
- C. Drug Tests:
  - 1. Employees/members unable to provide an adequate urine sample will be deemed to have refused to submit unless they provide medical documentation of their inability to submit and further agrees to submit to an alternate test.
  - 2. All departmental employees/members will be advised in writing of their right to obtain an independent testing of their previously collected split sample.
    - a. This independent testing will be conducted at the full expense of the requesting employee/member.
    - b. Written requests for split sample testing must be received by the HWO no later than seven (7) calendar days from employee's/member's notification from the HWO of their positive test result.
    - c. The County's designated MRO will facilitate all requests for independent testing of the split sample, which will be conducted by a federally certified Substance Abuse Mental Health Services Administration (SAMHSA) laboratory.
- D. Alcohol Tests:

All alcohol tests will be conducted in accordance with the Department of Transportation Regulations, 49 CFR Part 40.