

COUNTY COUNCIL OF PRINCE GEORGE'S COUNTY, MARYLAND

1998 Legislative Session

Resolution No. CR-20-1998

Proposed by Chairman (by request - County Executive)

Introduced by Council Members Wilson and Estep

Co-Sponsors

Date of Introduction February 24, 1998

RESOLUTION

A RESOLUTION concerning

Compensation and Benefits - International Association of

Fire Fighters, Local 1619

(Fire Fighters) - Salary Schedule S,

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 the International Association of Fire Fighters, Local 1619.

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

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

NOW, THEREFORE, BE IT RESOLVED by the County Council of Prince George's County, Maryland, that the salary schedule "S", Schedule of Pay Grades, submitted and recommended by the County Executive on February 17, 1998, which is attached hereto and made a part hereof, setting forth the following modifications: merit increases and cost of living increases for Fiscal Years 1998 and 1999; modifications to hold harmless benefit calculation, holidays, holiday pay, and annual leave; and adding IRS pickup plan, sick &

annual leave disposition upon separation and vacancies, for such employees, be and the same is hereby approved.

Adopted this 7th day of April, 1998.

COUNTY COUNCIL OF PRINCE
GEORGE'S COUNTY, MARYLAND

BY:

Ronald V. Russell
Chairman

ATTEST:

Joyce T. Sweeney
Clerk of the Council

SALARY SCHEDULE S
SCHEDULE OF PAY GRADES
FIRE UNIT PERSONNEL
PRINCE GEORGE'S COUNTY, MARYLAND
EFFECTIVE JULY 1, 1996 - JUNE 30, 1999

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1. Scheduled Pay Rates

SALARY SCHEDULE S - EFFECTIVE JULY 1, 1995
 SCHEDULE OF PAY GRADES - FIRE UNIT PERSONNEL
 PRINCE GEORGE'S COUNTY, MARYLAND

<u>GRADE</u>		<u>MINIMUM</u>	<u>MAXIMUM</u>
S01 (Fire Fighter I)	HOURLY	13.8290	22.7279
	BIWKLY	1,106.32	1,818.23
	ANNUAL	28,764	47,274
S02 (Fire Fighter II)	HOURLY	14.5367	25.3114
	BIWKLY	1,162.94	2,024.91
	ANNUAL	30,236	52,648
S03 (Fire Fighter III)	HOURLY	15.2440	26.6039
	BIWKLY	1,219.52	2,128.31
	ANNUAL	31,708	55,336
S13 (Fire Technician)	HOURLY	15.2440	28.6298
	BIWKLY	1,219.52	2,290.38
	ANNUAL	31,708	59,550
S04 (Fire Lieutenant)	HOURLY	16.8305	30.0851
	BIWKLY	1,346.44	2,406.81
	ANNUAL	35,007	62,577
S05 (Fire Captain)	HOURLY	19.4676	34.7875
	BIWKLY	1,557.41	2,783.00
	ANNUAL	40,493	72,358
S06 (Battalion Chief)	HOURLY	21.3973	38.3990
	BIWKLY	1,711.78	3,071.92
	ANNUAL	44,506	79,870

The hourly rates are the same as the March 5, 1995 rates as adopted by CR-80-1994. For administrative purpose, the hourly rates are the controlling rates. Biweekly rates are hourly rates multiplied by 80. Annual rates are the hourly rates multiplied by 2,080 and rounded to the nearest dollar.

SALARY SCHEDULE S - EFFECTIVE JULY 6, 1997
 SCHEDULE OF PAY GRADES - FIRE UNIT PERSONNEL
 PRINCE GEORGE'S COUNTY, MARYLAND

<u>GRADE</u>		<u>MINIMUM</u>	<u>MAXIMUM</u>
S01 (Fire Fighter I)	HOURLY	14.1056	23.1825
	BIWKLY	1,128.45	1,854.60
	ANNUAL	29,340	48,220
S02 (Fire Fighter II)	HOURLY	14.8274	25.8176
	BIWKLY	1,186.19	2,065.41
	ANNUAL	30,841	53,701
S03 (Fire Fighter III)	HOURLY	15.5489	27.1360
	BIWKLY	1,243.91	2,170.88
	ANNUAL	32,342	56,443
S13 (Fire Technician)	HOURLY	15.5489	29.2024
	BIWKLY	1,243.91	2,336.19
	ANNUAL	32,342	60,741
S04 (Fire Lieutenant)	HOURLY	17.1671	30.6868
	BIWKLY	1,373.37	2,454.94
	ANNUAL	35,708	63,829
S05 (Fire Captain)	HOURLY	19.8570	35.4833
	BIWKLY	1,588.56	2,838.66
	ANNUAL	41,303	73,805
S06 (Battalion Chief)	HOURLY	21.8252	39.1670
	BIWKLY	1,746.02	3,133.36
	ANNUAL	45,396	81,467

The hourly rates are the July 1, 1995 rates multiplied by 102%. For administrative purpose, the hourly rates are the controlling rates. Biweekly rates are hourly rates multiplied by 80. Annual rates are the hourly rates multiplied by 2,080 and rounded to the nearest dollar.

SALARY SCHEDULE S - EFFECTIVE JANUARY 4, 1998
 SCHEDULE OF PAY GRADES - FIRE UNIT PERSONNEL
 PRINCE GEORGE'S COUNTY, MARYLAND

<u>GRADE</u>		<u>MINIMUM</u>	<u>MAXIMUM</u>
S01 (Fire Fighter I)	HOURLY	14.2467	23.4143
	BIWKLY	1,139.74	1,873.14
	ANNUAL	29,633	48,702
S02 (Fire Fighter II)	HOURLY	14.9757	26.0758
	BIWKLY	1,198.06	2,086.06
	ANNUAL	31,149	54,238
S03 (Fire Fighter III)	HOURLY	15.7044	27.4074
	BIWKLY	1,256.35	2,192.59
	ANNUAL	32,665	57,007
S13 (Fire Technician)	HOURLY	15.7044	29.4944
	BIWKLY	1,256.35	2,359.55
	ANNUAL	32,665	61,348
S04 (Fire Lieutenant)	HOURLY	17.3388	30.9937
	BIWKLY	1,387.10	2,479.50
	ANNUAL	36,065	64,467
S05 (Fire Captain)	HOURLY	20.0556	35.8381
	BIWKLY	1,604.45	2,867.05
	ANNUAL	41,716	74,543
S06 (Battalion Chief)	HOURLY	22.0435	39.5587
	BIWKLY	1,763.48	3,164.70
	ANNUAL	45,850	82,282

The hourly rates are the July 6, 1997 rates multiplied by 101%. For administrative purpose, the hourly rates are the controlling rates. Biweekly rates are hourly rates multiplied by 80. Annual rates are the hourly rates multiplied by 2,080 and rounded to the nearest dollar.

SALARY SCHEDULE S - EFFECTIVE JANUARY 3, 1999
 SCHEDULE OF PAY GRADES - FIRE UNIT PERSONNEL
 PRINCE GEORGE'S COUNTY, MARYLAND

<u>GRADE</u>		<u>MINIMUM</u>	<u>MAXIMUM</u>
S01 (Fire Fighter I)	HOURLY	14.6029	23.9997
	BIWKLY	1,168.23	1,919.98
	ANNUAL	30,374	49,919
S02 (Fire Fighter II)	HOURLY	15.3501	26.7277
	BIWKLY	1,228.01	2,138.22
	ANNUAL	31,928	55,594
S03 (Fire Fighter III)	HOURLY	16.0970	28.0926
	BIWKLY	1,287.76	2,247.41
	ANNUAL	33,482	58,433
S13 (Fire Technician)	HOURLY	16.0970	30.2318
	BIWKLY	1,287.76	2,418.54
	ANNUAL	33,482	62,882
S04 (Fire Lieutenant)	HOURLY	17.7723	31.7685
	BIWKLY	1,421.78	2,541.48
	ANNUAL	36,966	66,078
S05 (Fire Captain)	HOURLY	20.5570	36.7341
	BIWKLY	1,644.56	2,938.73
	ANNUAL	42,759	76,407
S06 (Battalion Chief)	HOURLY	22.5946	40.5477
	BIWKLY	1,807.57	3,243.82
	ANNUAL	46,997	84,339

The hourly rates are the January 4, 1998 rates multiplied by 102.5%. For administrative purpose, the hourly rates are the controlling rates. Biweekly rates are hourly rates multiplied by 80. Annual rates are the hourly rates multiplied by 2,080 and rounded to the nearest dollar.

2. MIN-MAX System

On July 1, 1993, the MIN-MAX system that was 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 attached schedules of pay rates for employees in the following classifications:

Fire Fighter I	S01
Fire Fighter II*	S02
Fire Fighter III	S03
Fire Technician	S13
Fire Lieutenant	S04
Fire Captain	S05
Battalion Chief	S06

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

- B. Employees covered by this Salary Schedule and hired before July 1, 1989 will keep the anniversary dates that they held on July 1, 1989 for as long as they are continuously employed. Employees hired on or after July 1, 1989 will have as their anniversary dates the dates of their initial appointment and those anniversary dates will not be changed while those employees are continuously employed.

- C. Merit steps will have the value of three and one-half percent (3 1/2%). An employee will be eligible to advance to the next merit step for his/her rank on his/her anniversary date at the rate of one (1) step per year provided that he/she receives a satisfactory performance evaluation for the preceding year.

- D. (1) If, upon the granting of a three and one-half percent (3 1/2%) merit increase, an employee's salary is one percent 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 (3 1/2%) merit increase, an employee's salary rate is greater than one percent (1%) but less than three and one-half (3 1/2%) from the applicable maximum rate, the employee upon satisfactory completion of one (1) additional year of service, will have his/her salary rate adjusted to the applicable maximum rate.

- E. Upon promotion an employee's salary rate shall be the greater of a ten percent (10%) increase over his/her current rate or a ten percent (10%) increase above the stated minimum for the grade to which he/she is promoted. However, in the case of a promotion from Fire Fighter to Lieutenant, the employee's salary rate shall be the greater of fifteen percent (15%) increase over his/her current rate or a ten percent (10%) increase above the

stated minimum for the grade to which he/she is promoted. In no event shall the new rate exceed the maximum for the grade.

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

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

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

Further, Fire Fighter IBIS (S-03) who are assigned specialized functions and a working title of Fire Technician will be placed on the S-13 pay scale and receive a 10% pay increase.

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

1. The Fire Fighter II Program will become effective on July 1, 1990. Any Fire Fighter covered by this Salary Schedule who successfully completes his/her probationary period on or after July 1, 1990 will be promoted to the rank of Fire Fighter II (S02) and receive a six percent (6%) increase in his/her current rate of pay.
2. Any Fire Fighter covered by this Salary Schedule who successfully completes his/her probationary period on or after the date this Salary Schedule becomes law but before July 1, 1990 will, effective July 1, 1990, be promoted to the rank of Fire Fighter II (S02) and receive a six percent (6%) increase in his/her current rate of pay.
3. All other Fire Fighters covered by this Salary Schedule who have successfully completed their probationary period before the date this Salary Schedule becomes law will receive the following adjustments to base wages:
 - a) effective the first pay period beginning on or after January 1, 1990 - two percent (2%);
 - b) effective the first pay period beginning on or after January 1, 1991 - two percent (2%); and,

- c) effective the first pay period beginning on or after January 1, 1993 - two percent (2%).
- H. Salary rate upon demotion shall be governed by Section 16-132 of the Personnel Law in accordance with the following:

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

- I. (1) Employees, who are red-circled at rates of pay beyond the maximum rates in effect on June 30, 1990 or June 30, 1991, respectively, and whose rates fall below the new maximum rates effective on July 1, 1990 or July 1, 1991, respectively, will no longer be red-circled and will be eligible to receive further merit increases in the manner described in paragraph D., above.
- (2) Remaining employees, if any, who are red-circled at rates of pay beyond the maximum rates in effect on June 30, 1990 or June 30, 1991, respectively, and whose rates fall above the new maximum rates effective on July 1, 1990 or July 1, 1991, respectively, will continue to be red-circled at those rates and will not be eligible to receive future merit increases.

Further, effective beginning on July 1, 1997, any employee covered by this Agreement hired before July 1, 1996 who completed eighteen (18) years of actual and continuous service as defined in the Fire Pension Plan but who is not at the step for his/her rank on the Min-Max System which reflects the completion of eighteen (18) years of service will be placed at that step on the employee's anniversary date which occurs on or after the completion of his/her eighteenth (18th) year of service.

3. Merit Increases

Employees covered by this Salary Schedule who would otherwise be entitled to receive a merit step (anniversary) increase during the period from July 1, 1996 through June 30, 1997 will not receive one and will forgo it.

Employees covered by this Salary Schedule who are otherwise eligible to receive a merit increase during the period from July 1, 1997 through June 30, 1998, will receive it.

Employees covered by this Salary Schedule who are otherwise eligible to receive a merit increase during the period from July 1, 1998 through June 30, 1999, will receive it.

4. Cost of Living

No employee covered by this Salary Schedule will receive a cost of living adjustment during the period from July 1, 1996 through June 30, 1997.

Effective July 6, 1997, employees covered by this Salary Schedule will receive a two percent (2%) increase in their base hourly rates of pay.

Effective January 4, 1998, employees covered by this Salary Schedule will receive a one percent (1%) increase in their base hourly rates of pay.

Effective January 3, 1999, employees covered by this Salary Schedule will receive a two and one-half percent (2 1/2%) increase in their base hourly rates of pay.

5. Workweek

The workweek is the seven (7) consecutive day period commencing at 12:01 a.m. Sunday, and ending the following Saturday midnight.

Shift employees covered under this Salary Schedule will work a forty- two (42) hour workweek. Straight day work employees shall work a forty (40) hour week.

6. Work Schedules

A. Shiftwork Personnel - Stations

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

B. Straight Day-Work Personnel in all Stations

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

C. Non-Station Personnel

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

7. Leave Provisions

A. Sick Leave

All full-time employees earn four and one-half (4 1/2) hours of sick leave each pay period with a periodic adjustment to ensure that each employee earns fifteen (15) days of sick leave each leave year through the duration of County service. Each such day shall constitute eight (8) hours.

Employees who work on a year-round part-time basis for forty (40) or more hours per pay period shall accrue sick leave in proportion to the hours working during each pay period.

B. Unused Sick Leave

Upon termination of County employment for nondisciplinary 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. 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 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 sick leave regardless of years of service.

C. Annual Leave

Full-time employees shall earn annual leave on the following basis:

Zero (0) through three (3) years of service	Four (4) hour per pay period.
Four (4) through fifteen (15) years of service ensure that each employee	Six (6) hours per pay period with periodic adjustment to earns twenty (20) days.
After fifteen (15) years of service and above	Eight (8) hours per pay period.

Employees who work on a year-round part-time basis for forty (40) or more hours per pay period, shall earn annual leave in proportion to the hours worked during each pay period.

D. Annual Leave: Carryover and Lump Sum Payment

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).

An employee shall be allowed to carry over annual leave earned as of the last full pay period in leave year 1996 (i.e., old annual leave) even if such accumulated amount is in excess of the maximum allowed in Subsection A, above or in excess of the 130 day maximum formerly allowed in Section 8.2(a).

Effective beginning with the 1997 leave year, new annual leave in excess of the three hundred sixty (360) hours limit at the end of a leave year will automatically convert to new sick leave. The Fire Pension Plan shall be amended to provide that new sick leave converted from annual leave under this subparagraph, up to a combined total for each officer of 1,040 hours of annual leave and this new sick leave, may be used to purchase pension credit at the rate of 40 hours for each month of pension credit.

E. Sick and Annual Leave Disposition Upon Separation

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

1. The employee may elect to retain all or any portion of the employee's sick and annual leave balances credited to the employee's leave record for the period of time equal to the employee's eligibility for reappointment as determined in accordance with Section 16-148 (a) (8);
2. The employee may elect to apply all or any portion of the employee's sick and annual leave balances to employment elsewhere, provided another employer has agreed to accept accumulated sick or annual leave balances for credit on behalf of the employee.
3. The employee may elect to receive cash payment for all or any portion of the employee's annual leave balance in an amount equal to the total number of unused annual leave hours multiplied by the employee's final base hourly rate of pay, subject to the following:
 - A. Upon separation from employment, employees who participate in the pension plan may elect to receive a cash payment for the remainder of their annual leave hours that were accumulated as of the end of the 1996 leave year or for up to 360 hours of accumulated annual leave, whichever is greater. Any remaining amount would be applied toward service credit in the pension plan as provided in Section 7.9 of this Agreement.
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 2.5% for each year of service (through the date of separation) at the employee's base hourly rate of pay as of the date of separation but not to exceed the highest rate of pay for a Battalion Chief in January, 1997 -- that is, \$38.3990 per hour . However, if a firefighter with less than twenty (20) years of actual service terminates employment as a result of death or disability, he/she shall receive a 50% cash-out of unused accumulated sick leave as of the end of the 1996 leave year.
5. For individuals who participate in the pension plan, sick leave earned beginning with the 1997 leave year (i.e., new sick leave) is not subject to cash payment upon separation, but is available to purchase service credit under the pension plan as

provided in Section 7.9 of this Agreement. However, officers whose employment terminates because of death are eligible for cash payment for all sick leave earned, including sick leave earned beginning with the 1997 leave year, at the rates set forth in paragraph 4., immediately above.

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

F. Leave of Absence

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

G. Injured-On-The-Job Leave

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

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

H. Shift Work Leave

Each employee on the night and weekend shifts shall be entitled to one (1) shift off per month, not to be accumulated from month to month, and an additional six (6) shifts off to be used during the year not to include vacation leave. Shift work leave shall be charged against his/her accrued annual or compensatory leave. Any portion of a shift in excess of four (4) consecutive hours shall constitute a shift.

I. Day Work Leave

Straight day personnel shall be granted four (4) hours compensatory leave every three (3) months.

J. Personal Leave

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.

K. 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.

L. Additional Leave

In the event the County Executive grants administrative leave to nonessential 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.

M. Conference and Seminars

Members of the bargaining unit shall be granted time to attend conventions and conferences without loss of pay or leave with prior approval of the County Fire Chief (not to be unreasonably withheld), and further provided that such meetings shall not exceed six (6) per fiscal year and that not more than four (4) union members 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.

N. Leave for Negotiations

Employees (not to exceed five (5) in number) who, upon 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.

O. Union President Leave

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.

P. 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 applicable Administrative Procedures, unless otherwise specified in this schedule or the contract.

8. Pay in Excess of Base Salary

A. Acting Pay

When an employee assumes a higher rank in an acting capacity, for a period of greater than seven (7) consecutive days, he/she shall be paid at a rate of pay which is equivalent to a one-step increase or the minimum necessary to place the employee at the entry level rate of the higher grade, and shall continue to be paid at that rate until relieved by the person for whom he/she is acting, or by a person of rank equal to that position, who is permanently assigned to that station or bureau. Beginning with the forty-sixth (46th) consecutive day in such 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.

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

B. Call-Back Pay

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

C. 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 scheduled starting time shall be paid for such hours at one and one-half (1 1/2) times his/her regular rate of pay and will be paid his/her regular rate of pay beginning with his/her regular starting time. The Call-Back provision shall apply to an employee called into work more than two (2) hours immediately before his/her regularly scheduled starting time.

D. Holidays and Holiday Pay

The following shall be designated as holidays for employees covered under this Salary Schedule:

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

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

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

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

Effective December 1, 1997, if an employee works on a designated holiday which coincides with his/her regularly scheduled work hours, he/she shall be paid at the rate of two (2) times his/her regular rate of pay for all hours worked on the holiday (except overtime).

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

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

rate of pay for the twelve (12) hours worked plus his/her regular straight time pay for the twelve (12) hours on leave.

If an employee is required to work on a holiday which coincides with a day on which his/her regularly scheduled day off occurs, he/she shall be compensated at the rate of one and one-half (1 1/2) times his/her regular rate of pay for all hours worked on the holiday. In addition, shift personnel who are required to work on a holiday which coincides with their regularly scheduled day off shall earn eight (8) hours of compensatory leave.

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

E. Special Duty Pay

(1) Fire Fighters assigned duties as Bomb Technicians or Paramedics shall be compensated at a rate nine percent (9%) per hour above their regular base pay. This additional pay is to compensate Bomb Technicians in lieu of overtime for attendance at required continuing education and skills maintenance sessions and Paramedics in lieu of overtime for attendance at required continuing education and skills maintenance sessions required to maintain their certification level to CRT. In addition, any Fire Fighter/Paramedics who are certified as EMT-P shall receive an additional two percent (2%) for continuing education required to maintain their EMT-P certification level. Special duty pay shall apply only as long as the Fire Fighter is assigned duties of a Bomb Technician or the Fire Fighter is assigned the duties of a Paramedic assigned to riding a Mobile Intensive Care Unit (MICU). Special duty pay for a Fire Fighter assigned the duties of a Paramedic as described above is only applicable to Fire Fighters up to and including the rank of battalion chief. Fire Fighters covered by this Agreement who maintain their EMT-P certification even though they are not currently assigned to ride a MICU or assigned to supervise paramedics who are assigned to ride a MICU will continue to receive a special duty pay of 2% for maintaining their EMT-P certification.

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

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

F. EMT Pay

Employees covered by this Salary Schedule who retain the required level of EMT certification will receive EMT pay of Forty-two Dollars (\$42.00) per pay period.

G. Stand-By Duty

There shall be two (2) tours of stand-by duty:

Monday 0700 - Friday 1500

Friday 1500 - Monday 0700

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.

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 day's pay for each subsequent seventy-two (72) hours on alert.

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

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

I. Overtime Pay

(1) Any employee covered by this Salary Schedule who is scheduled on straight day work and who is authorized to and who works in excess of eighty (80) hours in a pay period, or any employee covered by this Salary Schedule who is scheduled on shiftwork who is authorized to and who works in excess of eighty-four (84) hours in a pay period shall have the option of receiving pay at the rate of one and one-half (1 1/2) hours for each overtime hour or receiving compensatory time at the rate of one and one-half (1 1/2) hours for each overtime hour worked. Any employee entitled to be granted compensatory leave shall be granted such leave by the Fire Chief. Compensatory leave in excess of eight (8) hours shall be used within sixty (60) calendar days subsequent to its being earned.

Notwithstanding the foregoing paragraph, during FY96 an employee covered by this Salary Schedule will, at the employee's option, be paid at the rate of one (1) time his/her regular rate of pay and receive one-half (1/2) hour of compensatory leave for each overtime hour worked or receive compensatory leave at the rate of one and one-half (1 1/2) hours for each overtime hour worked.

Further, the parties recognize and agree that the issue of compensation for overtime hours worked during FY97 is subject to negotiation.

(2) 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

9. Group Health Insurance

- A. Effective with contributions in June, 1995, for coverage beginning on July 1, 1995, the County shall contribute seventy-five percent (75%) to the cost of the County's health insurance program (CountyCare Choice) for any employee who elects to participate in the program. Participating employees shall contribute the remaining twenty-five percent (25%).
- B. Effective with contributions in June, 1995, for coverage beginning on July 1, 1995, the County shall contribute eighty percent (80%) to the cost of a prepaid group health plan or Health Maintenance Organization (HMO) for any employee who elects to participate in the program. Participating employees shall contribute the remaining twenty percent (20%).
- C. Employees who retire on or after the dates of coverage indicated in paragraphs A. and B., above, will pay the contribution rates indicated for the type of coverage they have elected [i.e., those who participate in the County's health insurance program (CountyCare Choice) and retire on or after July 1, 1995 will pay twenty-five percent (25%); those who participate in a prepaid group health plan or a Health Maintenance Organization (HMO) and retire on or after July 1, 1995 will pay twenty percent (20%)].
- D. The County shall contribute ninety percent (90%) to the County's optical care program for any employee who elects to participate in that program. The participating employee shall contribute the remaining ten percent (10%).

Effective July 1, 1989, the Union shall contribute Ten Thousand Dollars (\$10,000) per year to the County's deductible prescription program for employees covered by this Salary Schedule who elect to participate in that program; effective July 1, 1990, Ten Thousand Five Hundred Dollars (\$10,500); and, effective July 1, 1991, Eleven Thousand Dollars (\$11,000). Effective July 1, 1992, for three years only, the Union will not be required to make its annual Eleven Thousand Dollar (\$11,000) prescription program payment. The Union will resume payments in Fiscal Year 1996. The employee shall contribute 1e per month for single coverage or 2e per month for family coverage, and the County shall contribute the remaining premium.

The County shall contribute fifty percent (50%) to the County's deductible prescription program for any retiree who elects to participate. Participating retirees shall contribute the remaining fifty percent (50%). Effective June 30, 1990, the

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

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

The County has agreed to extend this provision regarding contributions to the County's deductible prescription program to current retirees with the express understanding and agreement of the parties that the County has not waived any rights it has with regard to whether matters affecting retirees constitute mandatory subjects of bargaining.

- E. Effective December 1, 1997, a Joint Health Care Committee will be created. The Union President or his designee shall be a member of this Committee. The purpose of this committee shall be to explore and develop means to continue to contain health care costs while maintaining or improving quality of delivery. The committee shall also explore the feasibility of providing employee health care through a custom designed, self insured managed care system. The County shall provide the Union, through the Joint Committee on Health Care, with complete information on health care plan design, administration and costs.
- F. A Dental Plan is available for employees. The employee pays the entire cost.

10. Life Insurance

The County will provide employees covered by this Salary Schedule with the County basic group term life insurance policy with a benefit of two time the employee's annual salary (rounded to the nearest \$1,000) but not to exceed Two Hundred Thousand Dollars (\$200,000).

The Five Thousand Dollars (\$5,000) accidental death insurance policy the County maintains for employees covered by this Salary Schedule shall be payable in the amount of Fifty Thousand Dollars (\$50,000) to an employee's designated beneficiary should the employee be killed in the line of duty.

11. Social Security

Effective January 1, 1998, the County and each employee paid in accordance with this Salary Schedule shall make contributions to the Social Security fund at 7.65% of the first \$68,400, and 1.45% of the remainder 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.

12. Worker's Compensation

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

13. Uniforms

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

14. Clothing Allowance

Employees covered by this Salary Schedule shall receive a clothing allowance of Eight Hundred Twenty-five Dollars (\$825.00) per year. This clothing allowance is not considered part of the employee's base pay, and will be paid in two (2) equal installments in July and January of each Fiscal Year.

15. Physical Training Supplement

Employees covered by this Salary Schedule shall receive a Physical Training Supplement of Two Hundred Twenty-five Dollars (\$225.00) per year. This physical training supplement is not considered part of the employee's base pay, and will be paid in two (2) equal installments in July and January of each Fiscal Year.

16. Vacancies

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

17. Tuition Assistance and Education Incentive

Effective July 1, 1980, payment to employees receiving Educational Incentive Pay shall be frozen at their then existing dollar amount. All new hires and any employee not receiving E.I.P. benefits as of July 1, 1980, shall not be eligible to participate in the Educational Incentive Program.

18. Death and Disability Payments

1. Any condition or impairment of health of any person employed by Prince George's County, Maryland, as a Fire Fighter caused by lung disease, heart disease or hypertension resulting in total partial disability or death, shall be presumed to be a service-connected disability and to have been suffered in the line of duty and as a result of his/her employment.

2. Any such employee whose disability results from a condition or impairment of health caused by lung disease, heart disease or hypertension, shall receive such benefits as the employee may be entitled to under any existing or hereinafter created retirement or employee benefit system.

3. It is the intention of this Section for any such County employee who suffers from a condition or impairment of health caused by lung disease, heart disease or hypertension to receive full service-connected disability benefits from any retirement or employee benefit system unless evidence is produced which shall demonstrate to a reasonable degree of medical certainty that the employee's impairment of health or disability is not related to his/her employment.

4. This Section shall apply to all pending claims for service- connected disability benefits irrespective of the time when the condition or impairment of health shall have first become manifested.

19. Retirement Contributions

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

20. Hold Harmless Benefit Calculation

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

B. For any employee covered by this Agreement who retires during the period from July 1, 1996 through June 30, 1999, "Average Annual Compensation," as that term is defined in the Pension Plan, will be calculated as if the employee had received all merit steps in Fiscal Year 1996 and 1997 on his/her anniversary date that the employee otherwise would have been eligible to receive but for the deferral of such merit step increases in Fiscal Year 1996 and/or 1997.

21. IRS Pickup Plan

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

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.

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.

22. 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 operation of this provision.

23. 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.

24. Pay Plan Policy Statement

It is the policy of the County that benefits afforded to employees in the Salary Plan are governed by the specific salary schedule to which an employee is currently assigned. If an employee is transferred, promoted, demoted, or in any 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.