

SETTLEMENT SUMMARY

IAFF 1619 - SWORN AND PRINCE GEORGE'S COUNTY, MARYLAND

FISCAL YEARS 2023 & 2024

The following is a complete summary of modifications to the wages and benefits agreed to by the Prince George's County IAFF Local 1619 ("Union") and Prince George's County, Maryland ("County"), which are included in the parties new collective bargaining agreement ("CBA"). This CBA is effective for Fiscal Years 2023 and 2024 and covers sworn employees within the Fire/EMS Department. For easy reference, the Article and Section(s) within the new CBA where each modification appears is identified and provided in **bold** and ~~strikethrough~~.

ARTICLE 7 - WAGES

➤ The below sections provide the terms for COLAs and merits for FY23 and FY24.

Section 7.1 A - Cost of Living (COLA)

- 1. Effective on March 24, 2023, employees covered by this Agreement will receive a five percent (5%) increase in their base hourly rate of pay.**
- 2. 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.**
- 3. The minimum and maximum pay rates of the Minimum-Maximum system will be increased to reflect these COLA increases on the effective dates.**

Section 7.1 B - Merit Increases

B. Merit Increases

- 1. With the exception of those employees identified in the May 5, 2022 Letter of Understanding (LOU) between the Union and County, 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 merit increase on their initial hire anniversary date in FY 2023. Employees identified in the LOU who are otherwise eligible to receive a merit increase for Fiscal Year 2023 will receive their merit increase in accordance with the LOU.**
- 2. With the exception of those employees identified in the May 5, 2022 Letter of Understanding (LOU) between the Union and County, 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 merit increase on their initial hire anniversary date in FY 2024. Employees identified in the LOU who are otherwise eligible to receive a merit increase for Fiscal Year 2024 will receive their merit increase in accordance with the LOU.**

ARTICLE 8 – SPECIALTY PAY

➤ Section 8.1 provides the terms for specialty pay items that are considered part of the employee's base pay and Section 8.2 provides the terms for specialty pay items that are not considered a part of the employee's base pay. Additionally, outdated language in paragraphs A, B and C (formerly B, C and D) was removed, paragraph E was deleted and Sections 8.3 through 8.7 were renumbered.

Section 8.1 Premium Certification Pay

For the purposes of this section, "Premium Certification Pay" shall be used to refer to specialty pay items which are considered a part of an employee's base pay (for the purposes of pension and overtime).

A. Employees hired on or after March 29, 1999, who are County Credentialed Paramedics shall be compensated at the rate of percent (10%) 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 pay (for purposes of pension, overtime). The additional ten percent (10%) shall be payable irrespective of whether it places the employee's salary above the maximum for the employee's grade.

B. Employees covered by this Agreement and who are assigned duties as Bomb Technicians shall be compensated at a rate of ten percent (10%) 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. ~~Special duty pay~~ **Premium Certification Pay** shall apply only as long as the employee is assigned duties of a Bomb Technician. This is inclusive of compensation for maintaining certification and shall be considered part of the employee's base pay (for purposes of pension, overtime.) The additional ten percent (10%) shall be payable irrespective of whether it places the employee's salary above the maximum for the employee's grade.

Section 8.2 Special Duty Pay

For the purposes of this section "Special Duty Pay" shall be used to refer to specialty pay items which are not considered a part of an employee's base pay.

ARTICLE 9 – HEALTH CARE & SUPPLEMENTAL BENEFITS

➤ Outdated language was removed from paragraphs A, B and D under Section 9.1 Outdated language was removed from paragraphs D, E and F and new language added under Section 9.2 to reflect the current practice.

Section 9.2 Retiree Health Insurance Coverage

D. ~~In Calendar Years 2017 and 2018,~~ **For participating retirees who retired on or before December 31, 2017,** the County shall contribute seventy three percent (73%) to the cost of the County's preferred provider option health insurance plan for any retiree who elects to participate in the program. Participating retirees, defined as any employee who has retired or will retire on or before December 31, 2017, shall have their contribution rate capped at twenty-seven percent

(27%). ~~Employees who retire on or after January 1, 2018 will not benefit from this cap, and shall be governed by Section 9.1A.~~ **For employees who retired on or after January 1, 2018, the County shall contribute seventy percent (70%) to the cost of the County's preferred provider option health insurance plan for any retiree who elects to participate in the program. Participating retirees shall contribute the remaining thirty percent (30%).**

E. ~~In Calendar Years 2017 and 2018,~~ **For participating retirees who retired on or before December 31, 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 retiree who elects to participate in the program. Participating retirees, defined as any employee who has retired or will retire on or before December 31, 2017, shall have their contribution rate capped at twenty-two percent (22%). ~~Employees who retire on or after January 1, 2018 will not benefit from this cap, and shall be governed by Section 9.1B.~~ **For employees who retired on or after January 1, 2018, the County shall contribute seventy-five percent (75%) to the cost of a prepaid group health plan or Health Maintenance Organization (HMO) for any retiree who elects to participate in the program. Participating retirees shall contribute the remaining twenty-five percent (25%).**

F. ~~In Calendar Years 2017 and 2018,~~ **For participating retirees who retired on or before December 31, 2017,** the County shall contribute eighty-eight percent (88%) to the County's deductible prescription drug and vision care programs for any retiree who elects to participate in either program. Participating retirees, defined as any employee who has retired or will retire on or before December 31, 2017, shall have their contribution rate capped at twelve percent (12%). ~~Employees who retire on or after January 1, 2018 will not benefit from this cap, and shall be governed by Section 9.1D.~~ **For employees who retired on or after January 1, 2018, the County shall contribute eighty-five percent (85%) to the County's deductible prescription drug and vision care programs for any retiree who elects to participate in either program. Participating retirees shall contribute the remaining fifteen percent (15%).**

ARTICLE 10 – PENSION BENEFITS

➤ This Section was updated to reflect the years 2022 through 2024.

Section 10.12 Hold Harmless Benefit Calculation

For any employee covered by this Agreement who retires during the period from July 1, 2018 ~~2022~~ through June 30, ~~2020~~ **2024**, "Average Annual Compensation," as that term is defined in the Pension Plan, will be calculated as if the employee had received all merit steps in Fiscal Years 2010 through ~~2020~~ **2024** on his/her anniversary date for the applicable merit increase that the employee otherwise would have been eligible to receive.

ARTICLE 11 - LEAVE PROVISIONS

➤ Language pertaining to County closures specifies certain time periods and increased the compensatory time to not exceed 10 hours from 8 hours formerly.

Section 11.8 Additional Leave Provision

In the event the County Executive, or designee, **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 grants administrative leave to non-essential County employees because of extreme inclement weather or other hazardous working conditions, 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 ~~eight~~ ten (10) hours per employee per twenty-four (24) hour period), in addition to any pay to which they are entitled for that period.

ARTICLE 12 – SHIFT STAFFING

Section 12.1, Paragraph F will increase the minimum number of stations from twenty-two (22) to twenty-four (24) that will have a minimum staffing level of six (6) bargaining unit career employees effective July 1, 2022. Paragraph G will increase the minimum number of stations from twenty-four (24) to twenty-seven (27) that will have a minimum staffing level of six (6) bargaining unit career employees effective July 1, 2023. Section 12.2, Paragraph A was modified to reflect current terminology.

Section 12.1. Shift Staffing (Paragraph F & New Paragraph G)

F. Effective July 1, 2022, the County will ensure that a minimum of twenty-four (24) stations have a minimum staffing level of six (6) bargaining unit career employees, one (1) of whom shall be a supervisor. A minimum of four (4) bargaining unit career employees, one (1) of whom shall be a supervisor, shall be utilized as the crew for suppression apparatus responding from said station.

G. Effective July 1, 2023, the County will ensure that a minimum of twenty-seven (27) stations have a minimum staffing level of six (6) bargaining unit career employees, one (1) of whom shall be a supervisor. A minimum of four (4) bargaining unit career employees, one (1) of whom shall be a supervisor, shall be utilized as the crew for suppression apparatus responding from said station.

Section 12.2 Advanced Life Support (ALS) Transport Units

A. Advanced Life Support (ALS) transport units, with the exception of those described in Section 12.2(B), shall be staffed, at a minimum, with at least two (2) career employees; one of whom is a County ~~Certified EMT- Credentialed~~ Paramedic, and the other of whom is either a: (i) County ~~Certified EMT- Credentialed~~ Paramedic, (ii) a ~~EMT~~ Paramedic Intern (Nationally ~~Certified~~ and State ~~Certified Licensed~~), (iii) a County ~~Certified EMT-Intermediate Credentialed~~ Cardiac Rescue Technician (CRT), or (iv) ~~an EMT-Intermediate Intern a~~ Maryland Cardiac Rescue Technician (CRT) (~~National and State Certified-Licensed~~).

ARTICLE 15 - PROMOTIONS

➤ New section 15.6 was added to specify parameters to which positions shall be filled by promotion by the Fire/EMS Department based on existing vacancies and funded positions.

Section 15.6 Timeline for Promotions

Competitive promotions for all ranks covered by this Agreement shall occur no less than once per trimester each calendar year. Provided that a vacancy exists and a funded Position Identification Number is available on the date that the promotions are to occur, the Department shall permanently fill the vacancy by promotion. The timing of the promotions within the trimester, and any additional promotions, shall be at the discretion of the Fire Chief. Nothing in this provision requires the Fire Chief to promote from the eligibility list within ninety (90) days of the establishment of a new eligibility list.

ARTICLE 16 – SAFETY & HEALTH

➤ Section 16.4, paragraph A was changed to specify employees covered by this Agreement. Paragraphs B, C and D add bladder cancer, kidney cancer and renal cell cancer as presumptions for certain service-connected benefits. Section 16.7, Paragraph C adds the term Physical Fitness Trainer as an alternative to a Peer Fitness Trainer. Paragraphs D and E were added to establish that the Peer Support Liaison position would be maintained and provide the terms for a Peer Support Team Leave Bank. Section 16.9, Paragraphs C & D deleted references to prior effective dates. Section 16.11 was added to specify provisions for the Random Drug and Alcohol Testing that has been added as Attachment G.

Section 16.7 Wellness/Fitness Program

D. In order to protect the health, safety and welfare of the employees of the Department and the general public, the County and Union agree to maintain the position of Peer Support Liaison.

E. The Union shall have a Peer Support Team Leave Bank of one thousand (1,000) hours each calendar year. This also shall be without loss of pay or leave. Any unused balance may not be carried over to the next calendar year. The Peer Support Team Union Leave Bank shall be utilized only by peer support members for training, mental and behavioral assistance to Department members, or deployments authorized by the Fire Chief. A list of peer support team members shall be submitted annually to the Health & Wellness Office and shall be updated regularly when members are recruited or separated from the team. All requests for Peer Support Team leave pursuant to this section are subject to the approval of the Fire Chief. The Union will attempt to provide the requests seventy-two (72) hours in advance.

Section 16.11 Random Drug and Alcohol Testing

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 G).

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 17 – HOURS OF WORK

➤ Section 17.1 adds language to specify certain areas of assignment for employees and language was deleted related to non-station personnel. Section 17.6, Paragraph G establishes a Joint Study Committee for alternatives to the policy and address the impact of mandatory callbacks, holdovers and overtime. It also provides for a pilot program if the County and Union accept the Committee's recommendations.

Section 17.1 Workweek

A. Shift employees covered under this Agreement will work a forty-two (42) hours work week; straight day work employees shall work a forty (40) hours week. Hours of work for other employees covered by this Agreement will be scheduled in accordance with the following:

1. Employees covered by this Agreement who are assigned to **fire suppression and EMS related operational duties on** a shift schedule shall work twenty-four (24) consecutive hours on duty, followed by seventy-two (72) consecutive hours off duty. The shift schedule shall commence at 0700 hours.
2. Day Work Schedule: ~~5-8 hour Days~~ Employees covered by this Agreement who are assigned to **fire suppression and EMS related operational duties on** a day work schedule shall work **five 8 hour days**, Monday through Friday, from 0700 hours until 1500 hours.

~~3. Non-station Personnel.~~

~~Day work employees shall continue to work their existing shifts; shift work employees shall continue to work existing shifts.~~

Section 17.6 Mandatory Callback Policy

G. Mandatory Callbacks, Holdovers, and Overtime

The County and IAFF Local 1619 agree to establish a Joint Study Committee to study possible alternatives for Section 17.6 to address the impact of Mandatory Callbacks, Holdovers, and Overtime. The Committee shall be comprised of three (3) Union representatives and three (3) County representatives. The Committee will begin work within thirty (30) calendar days after this Agreement is enacted and will issue its recommendations to the IAFF Local 1619 President, the Chief of the Fire/EMS Department, and the Director of OHRM by October 1, 2022.

If the County and IAFF Local 1619 accept the Committee's recommendations, then the Department will introduce the recommendations as a pilot program during calendar year 2023. The pilot program will permit the parties to review the application of the recommendations. The pilot program shall expire on December 31, 2023, unless the County and IAFF Local 1619 mutually agree to either extend the pilot program or permanently incorporate the program into the Collective Bargaining Agreement.

ARTICLE 20 -- REMOVAL AND TRANSFER

- New paragraph O was added to establish that an employee who is operationally removed may be transferred under certain circumstances.

Section 20.1 Transfer Policy

O. An employee who is operationally removed for a period of over one hundred and eighty (180) days because of administrative charges may be transferred from their work assignment.

ATTACHMENT A – MIN-MAX SYSTEM, SECTION A (Added New Paragraphs Numbered 14 & 15)

- Numbers 14 and 15 were added to increase the maximum pay rates by 3.5% on July 1, 2022 and on July 1, 2023 respectively and to raise employees at maximum by 3.5% on those dates.

14. Effective July 1, 2022, 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.

15. Effective July 1, 2023, 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.

ARTICLE 26 -- DURATION

- The years were modified to reflect current dates covered by the Agreement and for renewal.

This Agreement shall become effective on July 1, ~~2020~~ **2022**, unless otherwise stated in specific sections, and shall remain in full force and effect until June 30, ~~2022~~ **2024**, unless otherwise stated in specific sections. This Agreement shall be automatically renewed from year to year after June 30, ~~2022~~ **2024**, unless either party shall notify the other in writing no later than October 1, ~~2021~~ **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.

ATTACHMENT G – RANDOM DRUG AND ALCOHOL TESTING PROVISION

➤ New Attachment G provides the terms for random drug and alcohol testing.

GENERAL CLEAN-UP ITEMS:

- ARTICLE 7: Section 7.1, Paragraphs C (Wage Reopener) and C.1 (Hazard Pay) were removed and are archived and available online
Section 7.2, Paragraph A, removal of outdated language
- ARTICLE 8: Section 8.3, removal of past effective date
- ARTICLE 12: Section 12.1, Paragraph A deleted reference to past effective date.
Paragraph B was updated to reflect current language.
- ARTICLE 15: Section 4, Paragraph D, removal of some outdated language
- ARTICLE 16: Section 16.9, Paragraphs C and D, removal of past effective dates
- ARTICLE 20: Section 20.3, correction made changing the word “Response” to “Rescue”
- ATTACHMENT A: Paragraphs A.3, A.4.a and A.4.b, the percentage fractions were revised