



PRINCE GEORGE'S COUNTY GOVERNMENT
OFFICE OF THE COUNTY EXECUTIVE

Rushern L. Baker, III
County Executive

May 13, 2016

The Honorable Derrick Leon Davis
Chairman
Prince George's County Council
County Administration Building
Upper Marlboro, Maryland 20772

Dear Chairman Davis:

Prince George's County, Maryland (the County) and the International Association of Fire Fighters, Local 1619, AFL-CIO (Fire Fighters, Paramedics and Fire Fighter/Medics) have completed labor negotiations for a new labor agreement (the Agreement) covering Fiscal Year 2016. Transmitted herewith for the County Council's consideration are the Agreement and the Council Bill necessary to enact the Agreement. Also attached is a copy of the Resolution that implements the Agreement.

Although the Agreement carries forward many of the terms and conditions of the County's previous labor agreement with the International Association of Fire Fighters, Local 1619, AFL-CIO (Fire Fighters, Paramedics and Fire Fighter/Medics) the new Agreement contains a number of modifications. These modifications are listed for the Council's convenience in the enclosed Settlement Summary.

The County Council's favorable consideration of this legislation is greatly appreciated. If you have any questions or concerns, please contact my office or Stephanye R. Maxwell, Esq., CPM, Director of the Office of Human Resources Management at 301-883-6344.

Sincerely,

A handwritten signature in black ink, appearing to read "Rushern L. Baker, III".

Rushern L. Baker, III
County Executive

Enclosures

**SETTLEMENT SUMMARY
PRINCE GEORGE'S COUNTY
IAFF 1619 – SWORN
AND
PRINCE GEORGE'S COUNTY, MARYLAND

FISCAL YEAR 2016**

The following is a complete summary of modifications to the wages and benefits agreed to by the IAFF 1619 (the "Union") and Prince George's County, Maryland (the "County") that are included in the parties' new collective bargaining agreement covering employees in the Fire Department during Fiscal Years 2015 and 2016. For easy reference, the Article where each modification appears is identified. However, the Union is currently working with the County to re-organize several provisions of the collective bargaining agreement and many provisions will be re-numbered.

ORGANIZATIONAL SECURITY

Section 3.3 Conferences and Seminars

- A. The Union shall have a Conference and Seminar Leave Bank of five hundred and seventy six (576) hours. This also shall be without loss of pay of leave. All requests for Conference and Seminar leave pursuant to this section are subject to the approval of the Fire Chief and shall not be unreasonably withheld. The Union will attempt to provide the requests thirty (30) days in advance, but in no event shall the notice be less than seven (7) days. Leave taken pursuant to this paragraph will not be counted against the Union Business Leave Bank as described in Section 3.3 B.

- B. In addition, the Union shall have an additional Union Business Leave Bank of one thousand five hundred (1,500) additional hours. This also shall be without loss of pay or leave. All requests for union business leave pursuant to this section are subject to the approval of the Fire Chief and shall not be unreasonably withheld. The Union will attempt to provide the requests seventy-two (72) hours in advance.
(ARTICLE 3 – 3.3)

WAGES

A. Cost of Living Adjustment

Employees covered by this Agreement will not receive cost of living increases during the term of this Agreement unless the requirements set forth below are met.

- 1. Employees covered by this Agreement will receive a two percent (2%) increase in base wages only if the FY2016 Total County Source, General Fund Revenues (excluding fund balance, transfers in from other funds, and any dedicated revenue source by law for the Board of Education) are forecasted to be at least 103.5% above the published FY2016 Spending Affordability Committee's General Fund Forecast, which after the previously

mentioned exclusions equated to \$1,465 million. Specifically payment of the two percent (2%) cost of living increase will be made if the adjusted revenues exceed \$1,516.3 million in FY16. In the event that the published FY2016 Spending Affordability Committee's General Fund Forecast does not reach 103.5% of the SAC forecast but does reach 102.5% then all employees covered by this Agreement will receive a one percent (1%) increase in base wages. Specifically, payment of the one percent (1%) cost of living increase will be made if the adjusted revenues exceed \$1,501.6 million in FY16.

2. The County will review revenue information in both December 2015 and March 2016, to determine if revenues are at the necessary levels to pay either cost of living increase of the two percent (2%) or one percent (1%). If sufficient revenues are available in December 2015, the above referenced two percent (2%) or one percent (1%) base wage increase will be paid in January 2016. If sufficient revenues are available in March 2016, the above referenced two percent (2%) or one percent (1%) base wage increase will be paid in April 2016.
3. Under no circumstances will an employee be allowed to receive an increase in base wages during Fiscal Year 2016 that is greater than two percent (2%).

B. Merit Increases

Employees covered by this Agreement who are otherwise eligible to receive a merit increase during the period from July, 2015 through June 30, 2016 (i.e. Fiscal Year 2016), shall be paid their merit step for FY2016 effective on each employee's anniversary date during FY2017 (from July 1, 2016 to June 30, 2017.) There will be no retroactive payment for these merit increases. The parties expressly recognize that the payment of FY2016 merit steps during FY2017 is a delayed payment of the FY2016 merit steps, and shall not be construed as having an effect on the parties' ability to take a position as it relates to FY2017 or future merit increases in subsequent negotiations.

(ARTICLE 7 – B.)

SPECIALTY PAY

Section 8.2 Field Training Officer/Preceptor Pay

Employees who are County certified paramedics designated as a FTO/preceptor and in the Y03 classification shall receive a special duty pay of one thousand forty-dollars (\$1,040.00) per year for FY 2016 only. This special duty pay shall be based on one thousand four hundred forty hours (1,440) of service as a field-training officer and shall be considered as part of the employee's base pay. This compensation will be paid in one (1) installment in July of each fiscal year following the completion of the assignment and shall be pro-rated up or down depending upon the number of actual training hours compared to one thousand four hundred forty hours (1,440).

Effective the first full pay period beginning on or after July 1, 2016, employees covered by this Agreement who are County Certified Paramedics and in the Y03 classification, and designated as Field Trainings Officer /Paramedics, will receive a differential of three dollars (\$3.00) per hour for all hours in which they serve in this capacity. The differential will be paid bi-weekly.

(ARTICLE 8 – 8.2)

HEALTH CARE & SUPPLEMENTAL BENEFITS

Section 9.1 Group Health Care

Premium split - Amended to include Calendar Year 2016.

Section 9.5 Flexible Spending Accounts

Employees may contribute up to the maximum allowable amount, as defined by the Internal Revenue Service, in a dependent flexible spending account and a medical flexible spending account.

(ARTICLE 9 – 9.1/9.5)

PENSION BENEFITS

Section 10.13 Hold Harmless Benefit Calculation

For any employee covered by this Agreement who retires or has retired during the period from July 1, 2015 through June 30, 2016 “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 2010, 2011, 2012, 2013, and 2016 on his/her anniversary date for the applicable merit increase that the employee otherwise would have been eligible to receive.

(ARTICLE 10 – 10.13)

Section 10.14 Purchase of Pension Credit with Annual Leave and Sick Leave

All participants will be permitted to purchase additional pension credit after twenty (20) years of service with annual and sick leave at “non window” (40 annual/80 sick) rates as set for in Section 4.1 (A)(b)(ii) of the Pension Plan.

For participants hired on or after June 1, 2016, they will be permitted to purchase additional pension credit after twenty 20 years of service with annual and sick leave rates set at 80 annual/80 sick per month of service. The Pension Plan shall be amended to reflect this change.

(ARTICLE 10 – 10.14)

Section 10.18 Cost Neutral Deferred Retirement Optional Program (DROP) Study

The County and Local 1619 IAFF agree to form a joint committee to review the feasibility of implementing a cost neutral DROP program for bargaining unit members. Each side will select three members to participate in the DROP study. Each side may utilize outside experts and consultants at their own expense or may agree to jointly utilize the same outduel experts/consultants. The joint study committee will issue a recommendation by June 30, 2016.

(ARTICLE 10 – 10.18)

LEAVE PROVISIONS

Section 11.4 Daily Leave Requests

- A. At a minimum twelve percent (12%) of the employees within the Emergency Operations Command will be offered leave (for vacation bid and day to day leave).
 - B. The Fire/EMS Department will provide a copy of the leave calendar to the Union upon request.
- (ARTICLE 11 – 11.4)**

TRAINING

Section 13.5 Training Courses for Promotion

The Department agrees to offer each class that is listed in a requirement for promotion (Excluding college course requirements) one time per Fiscal Year, so long as there are at least ten (10) employees accepted to the course.

(ARTICLE 13 – 13.5)

SAFETY AND HEALTH

Section 16.4 Medical Presumption

- A. Any condition or impairment of health of any person employed by Prince George's County, Maryland, as a Fire Fighter, Paramedic, Fire Fighter/Medic or Emergency Response Technician caused by lung disease, heart disease or hypertension resulting in total or partial disability or death, shall be presumed to be a service-connected disability and to have been suffered in the line of duty and as a result of his/her employment.
- B. Any condition or impairment of health suffered by an employee covered by this agreement and who is also a vested participant of the Prince George's County Fire Service Pension Plan caused by leukemia, prostate cancer, rectal cancer, throat cancer, multiple myeloma, non-Hodgkin's lymphoma, brain cancer, testicular cancer or breast cancer resulting in total or partial disability or death, shall be presumed to be a service-connected disability and to have been suffered in the line of duty and as a result of his/her employment.
- C. Any such employee whose disability results from a condition or impairment of health caused by heart disease, lung disease or hypertension, leukemia, prostate cancer, rectal cancer, throat cancer, multiple myeloma, non-Hodgkin's lymphoma, brain cancer, testicular cancer or breast cancer shall receive such benefits as the employee may be entitled to under any existing or hereinafter created retirement or employee benefit system.
- D. It is the intention of this Section for any such bargaining unit-employee who suffers from a condition or impairment of health caused by lung disease, heart disease or hypertension, leukemia, prostate cancer, rectal cancer, throat cancer, multiple myeloma, non-Hodgkin's lymphoma, brain cancer, testicular cancer or breast cancer shall 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.

E. 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.

(ARTICLE 16 – 16.4)

REMOVAL AND TRANSFER

Section 20.1 Transfer Policy

In the event of a vacancy due to promotion, transfer, demotion, or retirement, the filling of the vacancy shall be made in accordance with the following procedures:

- A. The position shall be announced by Department wide email. Instructions and qualifications for applying for transfer to the vacant position shall be included in the announcement. The Department may establish reasonable certification prerequisites when determining eligibility for a vacant position.
- B. The application period shall be open for a minimum of five (5) calendar days. The parties acknowledge that “calendar days” apply only to this section and that elsewhere in this agreement “days” shall be defined as business days.
- C. In the event that more than one qualified employee applies for a lateral transfer to a vacant position, the position shall be awarded to the bidding employee in the following order:
 1. First Preference - Length of Time in Grade
 2. Second Preference - Length of Time in Department
 3. Third Preference - Randomly Generated Seniority Number
- D. For a vacancy at the rank of Fire Fighter/Medic II, the Length of Time in Grade preference shall not apply. In this case, the ranking criteria will start with the second preference of Length of Time in Department.
- E. For a vacancy at a Technical Rescue or specialty station, the Department may add a certification preference prior to those listed in subsection 20.1(C). The certification preference shall include the number of certifications an employee has on file with the Department. Employees with more certifications will be ranked higher than those with less. Employees with an equal number of certifications will follow the normal preferences listed in subsection 20.1(C).
- F. The Department agrees to complete the above-referenced process (paragraphs A through C of this Section) within three (3) complete pay periods of the vacancy occurring. The parties agree that the Department will not be prohibited from immediately assigning an employee to the vacancy on a temporary basis pending this process.

- G. In the event that no employee applies for a lateral transfer to a vacant position, the Department may fill the position per management prerogative. The Department also reserves the right to make transfers, not implemented because of a vacancy, based upon operational needs.
- H. The parties acknowledge that the process outlined in Section 20.1(A) shall only apply to operational vacancies that arise in Fire/EMS Stations and that the Department maintains the right to utilize other methods to fill non-operational or special assignment vacancies.
- I. The Department reserves the right to deny transfer requests to probationary employees, employees who are enrolled in the Department sponsored Paramedic Program, employees who are in a Light Duty or No Duty work status, or to employees who have a written disciplinary reprimand, Equal Employment Opportunity violation, or are involved in an investigation/disciplinary action that would preclude the Department from transferring the employee. The Department also reserves the right to transfer employees described in this paragraph based upon management prerogative.
- J. An employee covered by this Agreement who is subject to any transfer shall be provided with written notification five (5) calendar days prior to the effective date of transfer. This notification shall provide the reason(s) as to why the transfer is necessary.
- K. If an employee is placed on Disability Leave as the result of a work-related injury or illness, the employee shall not be transferred from their work assignment until after the one hundred and eighty (180) day Disability Leave period as defined in Section 11.7 of this Agreement. A recurrence or exacerbation of the same injury or illness shall not extend the one hundred and eighty (180) day protection period.
- L. If an employee is awarded a position through the Department transfer bid process, said employee shall not have the ability to participate in future bid processes during the following 12-month period.
- M. Nothing in Paragraph L shall prevent an employee from applying for a promotion, an acting position, or a specialty assignment, as they become available.
(ARTICLE 20 – 20.1)

DURATION

Article 26 - Duration

This Agreement shall become effective on July 1, 2015, unless otherwise stated in specific sections and shall remain in full force and effect until June 30, 2016. This Agreement shall be automatically renewed from year to year after June 30, 2016, unless either party shall notify the other in writing no later than October 1, 2015 (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.
(ARTICLE 26 – 26.1)