

**COUNTY COUNCIL OF PRINCE GEORGE'S COUNTY, MARYLAND**

**1998 Legislative Session**

Resolution No. \_\_\_\_\_ CR-21-1998

Proposed by \_\_\_\_\_ Chairman (by request - County Executive)

Introduced by \_\_\_\_\_ Council Member Wilson

Co-Sponsors

Date of Introduction \_\_\_\_\_ February 24, 1998

**RESOLUTION**

A RESOLUTION concerning

Compensation and Benefits - International Association

of Fire Fighters, Local 1619 (Uniformed Civilian Unit)

Salary Schedule B, 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 (Uniformed Civilian Unit).

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

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

NOW, THEREFORE, BE IT RESOLVED by the County Council of Prince George's County, Maryland, that Salary Schedule "B," 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: a one-time, non-base, lump-sum bonus payment of One Thousand Dollars (\$1,000) effective December 19, 1997 which was approved by CR-65-1997; a cost of living increase of two and one-half percent (2.5%) in

Fiscal Year 1999; merit increases for both Fiscal Years 1998 and 1999; amends the pay scale to provide a longevity step which is three percent (3%) above the maximum step effective July 1, 1998, and further modifications to holidays, holiday pay, acting pay, annual leave, group health insurance, and supplemental retirement benefit, 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 B  
SCHEDULE OF PAY GRADES  
UNIFORMED CIVILIAN BARGAINING UNIT  
PRINCE GEORGE'S COUNTY, MARYLAND  
EFFECTIVE JULY 1, 1996 - JUNE 30, 1999

## TABLE OF CONTENTS

I.	<u>Scheduled Pay Rates</u> .....	1
II.	<u>Merit Increases</u> .....	8
III.	<u>Cost of Living Adjustment</u> .....	8
V.	<u>Workweek</u> .....	8
VI.	<u>Compensation for Scheduled Work Hours</u> .....	9
VII.	<u>Overtime Pay</u> .....	9
VIII.	<u>Shift Differential</u> .....	10
IX.	<u>Call-Back Pay</u> .....	10
X.	<u>Early Reporting Time</u> .....	10
XI.	<u>Holidays and Holiday Pay</u> .....	10
XII.	<u>Standby Pay</u> .....	11
XIII.	<u>Pay While on I.O.J. Leave</u> .....	12
XIV.	<u>EMT Pay</u> .....	12
XVI.	<u>Sick Leave</u> .....	12
XVII.	<u>Annual Leave</u> .....	13
XVIII.	<u>Leave of Absence</u> .....	14
XIX.	<u>Personal Leave</u> .....	14
XXI.	<u>Additional Leave Provision</u> .....	15
XXII.	<u>Union Leave</u> .....	15
XXIII.	<u>Administration of Leave</u> .....	16
XXIV.	<u>Clothing Allowance</u> .....	16
XXV.	<u>Group Health Insurance</u> .....	16
XXVI.	<u>Life Insurance</u> .....	17
XXVII.	<u>Unemployment Insurance</u> .....	17
XXVIII.	<u>Retirement Contributions</u> .....	17
XXIX.	<u>Supplemental Retirement Benefit</u> .....	17
XXX.	<u>Social Security</u> .....	19
XXXI.	<u>Prince George's Professional Fire Fighters P.A.C. Deduction</u> .....	19
XXXII.	<u>Worker's Compensation</u> .....	19
XXXIII.	<u>Incentive Awards</u> .....	19
XXXIV.	<u>Policy Statement</u> .....	19

1. Scheduled Pay Rates

SALARY SCHEDULE B - EFFECTIVE JULY 1, 1995  
SCHEDULE OF PAY GRADES - UNIFORMED CIVILIAN BARGAINING UNIT  
PRINCE GEORGE'S COUNTY, MARYLAND

<u>GRADE</u>		<u>MINIMUM</u>	<u>MAXIMUM</u>
B12	HOURLY	10.1980	17.0097
	BIWKLY	815.84	1,360.78
	ANNUAL	21,212	35,380
B13	HOURLY	10.7224	17.8488
	BIWKLY	857.79	1,427.90
	ANNUAL	22,303	37,126
B14	HOURLY	11.2662	18.7127
	BIWKLY	901.30	1,497.02
	ANNUAL	23,434	38,922
B15	HOURLY	11.8879	19.6246
	BIWKLY	951.03	1,569.97
	ANNUAL	24,727	40,819
B16	HOURLY	12.4903	20.6562
	BIWKLY	999.22	1,652.50
	ANNUAL	25,980	42,965
B17	HOURLY	13.1118	21.6635
	BIWKLY	1,048.94	1,733.08
	ANNUAL	27,273	45,060
B18	HOURLY	13.7724	23.0728
	BIWKLY	1,101.79	1,845.82
	ANNUAL	28,647	47,991
B19	HOURLY	14.4522	24.2171
	BIWKLY	1,156.18	1,937.37
	ANNUAL	30,061	50,372
B20	HOURLY	15.1748	25.4280
	BIWKLY	1,213.98	2,034.24
	ANNUAL	31,564	52,890

<u>GRADE</u>		<u>MINIMUM</u>	<u>MAXIMUM</u>
B21	HOURLY	15.9335	26.6993
	BIWKLY	1,274.68	2,135.94
	ANNUAL	33,142	55,535
B22	HOURLY	16.7301	28.0342
	BIWKLY	1,338.41	2,242.74
	ANNUAL	34,799	58,311

The hourly rates are the same as the March 5, 1995 rates as adopted by CR-89-1994. For administrative purposes, the hourly rates are the controlling rates. Bi-weekly rates are hourly rates multiplied by 80 and rounded to the nearest cent. Annual rates are the hourly rates multiplied by 2,080 and rounded to the nearest dollar.

SALARY SCHEDULE B - EFFECTIVE JULY 1, 1998  
SCHEDULE OF PAY GRADES - UNIFORMED CIVILIAN BARGAINING UNIT  
PRINCE GEORGE'S COUNTY, MARYLAND

<u>GRADE</u>		<u>MINIMUM</u>	<u>MAXIMUM</u>	<u>LONGEVITY</u>
B12	HOURLY	10.1980	17.0097	17.5200
	BIWKLY	815.84	1,360.78	1,401.60
	ANNUAL	21,212	35,380	36,442
B13	HOURLY	10.7224	17.8488	18.3843
	BIWKLY	857.79	1,427.90	1,470.74
	ANNUAL	22,303	37,126	38,239
B14	HOURLY	11.2662	18.7127	19.2741
	BIWKLY	901.30	1,497.02	1,541.93
	ANNUAL	23,434	38,922	40,090
B15	HOURLY	11.8879	19.6246	20.2133
	BIWKLY	951.03	1,569.97	1,617.06
	ANNUAL	24,727	40,819	42,044
B16	HOURLY	12.4903	20.6562	21.2759
	BIWKLY	999.22	1,652.50	1,702.07
	ANNUAL	25,980	42,965	44,254
B17	HOURLY	13.1118	21.6635	22.3134
	BIWKLY	1,048.94	1,733.08	1,785.07
	ANNUAL	27,273	45,060	46,412
B18	HOURLY	13.7724	23.0728	23.7650
	BIWKLY	1,101.79	1,845.82	1,901.20
	ANNUAL	28,647	47,991	49,431
B19	HOURLY	14.4522	24.2171	24.9436
	BIWKLY	1,156.18	1,937.37	1,995.49
	ANNUAL	30,061	50,372	51,883
B20	HOURLY	15.1748	25.4280	26.1908
	BIWKLY	1,213.98	2,034.24	2,095.26
	ANNUAL	31,564	52,890	54,477

<u>GRADE</u>		<u>MINIMUM</u>	<u>MAXIMUM</u>	<u>LONGEVITY</u>
B21	HOURLY	15.9335	26.6993	27.5003
	BIWKLY	1,274.68	2,135.94	2,200.02
	ANNUAL	33,142	55,535	57,201
B22	HOURLY	16.7301	28.0342	28.8752
	BIWKLY	1,338.41	2,242.74	2,310.02
	ANNUAL	34,799	58,311	60,060

The hourly rates are the July 1, 1995 rates as adopted by CR-32-1995 with an addition of a longevity step which is three percent (3%) above the maximum step. For administrative purposes, the hourly rates are the controlling rates. Bi-weekly rates are hourly rates multiplied by 80 and rounded to the nearest cent. Annual rates are the hourly rates multiplied by 2,080 and rounded to the nearest dollar.



SALARY SCHEDULE B - EFFECTIVE OCTOBER 11, 1998  
SCHEDULE OF PAY GRADES - UNIFORMED CIVILIAN BARGAINING UNIT  
PRINCE GEORGE'S COUNTY, MARYLAND

<u>GRADE</u>		<u>MINIMUM</u>	<u>MAXIMUM</u>	<u>LONGEVITY</u>
B12	HOURLY	10.4530	17.4349	17.9580
	BIWKLY	836.24	1,394.79	1,436.64
	ANNUAL	21,742	36,265	37,353
B13	HOURLY	10.9905	18.2950	18.8439
	BIWKLY	879.24	1,463.60	1,507.51
	ANNUAL	22,860	38,054	39,195
B14	HOURLY	11.5479	19.1805	19.7560
	BIWKLY	923.83	1,534.44	1,580.48
	ANNUAL	24,020	39,895	41,092
B15	HOURLY	12.1851	20.1152	20.7186
	BIWKLY	974.81	1,609.22	1,657.49
	ANNUAL	25,345	41,840	43,095
B16	HOURLY	12.8026	21.1726	21.8078
	BIWKLY	1,024.21	1,693.81	1,744.62
	ANNUAL	26,629	44,039	45,360
B17	HOURLY	13.4396	22.2051	22.8712
	BIWKLY	1,075.17	1,776.41	1,829.70
	ANNUAL	27,954	46,187	47,572
B18	HOURLY	14.1167	23.6496	24.3591
	BIWKLY	1,129.34	1,891.97	1,948.73
	ANNUAL	29,363	49,191	50,667
B19	HOURLY	14.8135	24.8225	25.5672
	BIWKLY	1,185.08	1,985.80	2,045.38
	ANNUAL	30,812	51,631	53,180
B20	HOURLY	15.5542	26.0637	26.8456
	BIWKLY	1,244.34	2,085.10	2,147.65
	ANNUAL	32.353	54,212	55,839

<u>GRADE</u>		<u>MINIMUM</u>	<u>MAXIMUM</u>	<u>LONGEVITY</u>
B21	HOURLY	16.3318	27.3668	28.1878
	BIWKLY	1,306.54	2,189.34	2,255.02
	ANNUAL	33,970	56,923	58,631
B22	HOURLY	17.1484	28.7351	29.5971
	BIWKLY	1,371.87	2,298.81	2,367.77
	ANNUAL	35,669	59,769	61,562

The hourly rates are the July 1, 1998 rates multiplied by 102.5%. For administrative purposes, the hourly rates are the controlling rates. Bi-weekly rates are hourly rates multiplied by 80 and rounded to the nearest cent. Annual rates are the hourly rates multiplied by 2,080 and rounded to the nearest dollar.

## MIN-MAX SYSTEM:

On July 1, 1994, 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 foregoing schedule of pay rates for employees in the following classifications:

### Unit I: (Uniformed Civilian Employees)

Emergency Dispatcher I  
Emergency Dispatcher II  
Fire Inspector I  
Fire Inspector II

### Unit II (Supervisory Uniformed Civilian Employees)

Emergency Dispatcher III  
Emergency Dispatcher IV

- B. 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 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.
- C. (1) If, upon the granting of a three and one-half percent (3 1/2%) merit increase, an employee's salary is one percent or less from the applicable maximum rate, the employee will have his salary rate adjusted to the applicable maximum rate.
- (2) If upon the granting of a three and one-half percent (3 1/2%) merit increase, an employee's salary rate is greater than one percent (1%) but less than three and one-half percent (3 1/2%) from the maximum rate, the employee upon satisfactory completion of one (1) additional year of service, will have his salary rate adjusted to the applicable maximum rate.
- D. Upon promotion an employee's salary rate shall be the greater of a ten percent (10%) increase over his/her current rate or a ten percent (10%) increase above the stated minimum for the grade to which he/she is promoted.
- E. Steps for the purpose of demotions, discipline, and reallocations, shall be at a rate of five percent (5%) and shall be governed by the Personnel Law.
- F. Employees covered by this 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.

- G. Amend the Pay Scale effective July 1, 1998 to provide a longevity step which is three percent (3%) above the maximum step. An employee will be eligible to advance to this longevity step on his/her anniversary date occurring on or after the employee has completed nineteen years of service.

2. 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 would otherwise be entitled to receive a merit anniversary increase during the period from July 1, 1997 through June 30, 1998 will receive one.

Employees covered by this Salary Schedule who would otherwise be entitled to receive a merit anniversary increase during the period from July 1, 1998 through June 30, 1999 will receive one.

3. Cost of Living Adjustment

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.

Employees covered by this agreement will receive a two and one-half percent (2.5%) increase in their base hourly rates of pay effective October 11, 1998.

4. Fiscal Year 1998 Bonus

Employees covered by this Salary Schedule will receive a one-time, non-base bonus payment of One Thousand Dollars (\$1,000) effective December 19, 1997.

5. Workweek

The workweek for employees covered by this Salary Schedule shall consist of seven (7) consecutive days, Sunday through Saturday. A shift for employees covered by this Salary Schedule shall consist of twelve (12) consecutive hours, excluding two (2) unpaid breaks of twenty-six (26) and twenty-five (25) minutes. The number of scheduled work hours per shift are 11.15 (12 hours less 51 minutes unpaid break time -- .85 hour). An employee's normal work schedule will consist of two (2) day shifts followed by two (2) night shifts followed by four (4) days off. The schedule cycle, which repeats every eight (8) weeks, contains four (4) weeks with four (4) scheduled shifts and four (4) weeks of three (3) scheduled shifts.

6. Compensation for Scheduled Work Hours

Provided that an employee is in pay status for all of his/her regularly scheduled hours, he/she shall be compensated for those hours as follows:

- A. During a four (4) shift workweek (44.6 scheduled hours of work), the employee will receive straight time pay for the first forty (40) hours and will accrue compensatory leave at the rate of one and one-half (1 1/2) hours for each of the remaining 4.6 hours, i.e., up to a total of 6.9 hours of compensatory leave.
- B. During a three (3) shift workweek (33.45 scheduled hours of work), the employee will receive straight time pay for 33.45 hours and be paid in cash for up to 6.55 hours of accrued compensatory leave.
- C. When an employee is in paid leave status for an entire four (4) shift workweek, the employee will report and be paid for forty (40) hours leave and, additionally will be credited with two (2) hours of compensatory leave.
- D. If an employee would otherwise be required to charge a full half- hour of leave (annual, sick or compensatory) to cover .15 hours of his/her 11.15 hour shift, the employee may charge that .15 hour increment to reflect actual leave use.
- E. Breaks will be scheduled at times designated by the supervisor on duty. Without specific prior approval, dispatchers on break are not permitted to leave the communications facility.

7. Overtime Pay

Provided the employee is in pay status for the total of his/her regularly scheduled hours during a workweek, an employee covered by this Salary Schedule who is authorized to and who works in excess of his/her scheduled hours (44.6 or 33.45) shall have the option of receiving pay at the rate of one and one-half (1 1/2) hours for each overtime hour worked or of 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 that needed to maintain compensation for scheduled work hours under Section V, above, shall be used before annual leave.

Each hour of overtime shall be compensated as follows:

1-14 minutes	no compensation
15-29 minutes	compensatory leave at rate of one and one- half (1 1/2)
times of time worked	

30-44 minutes

one-half (1/2) hour wages at one and one-half (1 1/2) times plus compensatory time for actual time worked over thirty (30) minutes

8. Shift Differential

A shift differential of Two Dollars and fifty cents (\$2.50) per hour shall be paid for all time worked on the night shift (i.e., 1900 hrs. -- 0700 hrs.) to each dispatcher specifically assigned to work the night shift. The night shift differential shall not be considered part of the employee's base rate, nor shall it be applied to pay for non-productive hours such as holiday pay and annual and sick leave pay. Effective the first full pay period beginning on or after July 1, 1994, employees assigned to work the night shifts shall receive shift differential pay for all paid status hours, including paid leave hours and holidays.

9. 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 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.

10. 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 regularly starting time.

The Call-Back Pay provisions shall apply to an employee called in to work more than two (2) hours immediately before his/her regularly scheduled starting time.

11. Holidays and Holiday Pay

Effective December 1, 1997, the following shall be designated as holidays within the scope of this Salary Schedule.

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

Further, beginning in the 1998 wage reporting year, employees covered by this Agreement 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, all holidays shall be deemed to occur in the twenty-four (24) hour period beginning at 0001 hours on the day the holiday is observed and ending at 2400 hours of that same day.

An employee on approved holiday leave will have no decrease in regular pay for his/her regularly scheduled work hours occurring on a designated holiday on which he/she performs no work.

If an employee works on a designated holiday which coincides with his/her regular 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 required to work on a holiday which coincides with a day on which his/her regular scheduled day off/shift 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.

Dispatchers on assigned day off on a holiday shall earn twelve (12) hours of compensatory time. Straight day shift personnel on assigned day off on a holiday shall receive eight (8) hours of compensatory time.

Whenever New Year's Day, Christmas Day or Independence Day falls on a weekend and is observed by the County on the preceding Friday or the following Monday, employees who work either on the day the holiday falls or on the day it is observed shall be treated as working on a holiday for the purposes of this section. Employees who work both the day the holiday falls on and the day it is observed shall be entitled to pay for work on a holiday only as to the first such scheduled day to work.

## 12. Standby Pay

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

Monday 07:00 - Friday 15:00  
Friday 15:00 - Monday 07:00

A bargaining unit employee required by the Fire Chief or his 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.

13. 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.

14. EMT Pay

Effective the first full pay period beginning on or after July 1, 1994, employees covered by this Salary Schedule who obtain and maintain EMT certification will receive EMT pay of fifteen dollars (\$15.00) per pay period.

15. Acting Pay

When an employee is assigned by the employer to perform in an acting capacity substantially all the duties and responsibilities of any other position with a higher grade and does in fact assume the duties of that position with a higher grade and does in fact assume the duties of that position for a period of greater than fourteen (14) consecutive days, he/she shall be paid at a rate of pay which is equivalent to a one-step increase or the minimum necessary to place the employee at the entry level rate of the higher grade, and shall continue to be paid at that rate of pay until relieved by the person for whom he/she is acting, or by a person of equal rank to that position, who is permanently assigned to that station or bureau.

Beginning with the forty-sixth (46th) consecutive day in such an acting capacity, an employee shall be paid at a rate of pay which is ten percent (10%) above his/her regular rate of pay or the minimum necessary to place the employee at the entry level rate of the higher grade, whichever is greater, while he or she continues to work in the acting capacity

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 all 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 agreed 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.

16. Sick Leave



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

17. Annual Leave

A. Earnings

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

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

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

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 one hundred thirty (130) day maximum allowed in former Subsection (a).

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

B. 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, 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:

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 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 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 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.

#### 18. 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.

19. 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. A personal leave day equals eight (8) hours, except for shift workers who work twelve (12) hours it is twelve (12) hours.

I. 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 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.

20. Additional Leave Provision

In the event the County Executive grants administrative leave to non-essential County employees because of extreme inclement weather or other hazardous working conditions, which may prevent employees from reporting to work or which may require early release from work, those employees required by the Fire Department to perform duties will be entitled to receive one (1) hour of compensatory time for each hour worked during the emergency, in addition to any pay to which they are entitled for that period.

21. Union Leave

- A. Conferences 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 two (2) members of the bargaining unit request such approval.

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

- B. Leave for Negotiations -- Employees (not to exceed six (6) in number) who, upon the request of the Union, are excused from their regular assignment for the purpose of participating in negotiation sessions with representatives of the County shall suffer no loss of pay or leave.
- C. Union President -- The President of the Union shall be granted administrative leave with pay as may be required for the purpose of discharging his/her official duties as Union President.

22. 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.

23. Clothing Allowance

Employees covered by this Salary Schedule shall receive a clothing allowance of Nine Hundred Dollars (\$900) 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.

24. 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 Managed Care health insurance program 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. The County shall contribute ninety (90%) to the County's deductible prescription and optical care programs for any employee who elects to participate in either program. The participating employee shall contribute the remaining ten percent (10%).
- D. A Dental Plan is available to employees. The employee pays the entire cost.

- E. Employees covered by this Salary Schedule shall be covered by the Fire Fighters Agreement on prescription plan.
- F. The County shall contribute to the County's deductible prescription and optical care programs for any employee who retires on or after July 1, 1998 on the same basis that it contributes on behalf of active employees

25. Life Insurance

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

The County shall pay a death benefit of Ten Thousand Dollars (\$10,000) upon the death of any employee whose death results from an accidental personal injury arising out of and in the course of his/her employment.

26. Unemployment Insurance

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

27. Retirement Contributions

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

deductions. If changes/improvements in retirement benefits are made, then contributions may be adjusted accordingly.

28. Supplemental Retirement Benefit

Effective July 1, 1991, employees covered by this Salary Schedule shall commence participation in a supplemental retirement benefit program, jointly funded through County and employee contributions.

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

A. Pension Plan Modifications effective in FY98 and FY99

Credit for CETA service The Supplemental Retirement Plan for employees covered by this agreement will be amended to permit those plan participants who were hired before July 1, 1980 as CETA employees to receive credit for that service toward normal retirement provided this can be achieved at no additional cost to the County or to the Supplemental Retirement Plan.

Benefit Increase Effective June 30, 1999, the benefit accrual rate in Section 8.1, above, shall be increased from 0.6% to 0.8% per year for up to twenty-five (25) years of service for an increase in the maximum benefit from fifteen percent (15%) to twenty percent (20%).

B. Hold Harmless Benefit Calculation.

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 Supplemental Retirement Plan, will be calculated as if the employee had received all merit step increases in Fiscal Year 1996 and 1997 on his /her anniversary date that the employee would otherwise have been eligible to receive but for the deferral of such step increase in that year.

C. 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:

(1) 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;

(2) shall reduce the taxable compensation of the employee in an amount that equals the employee contributions picked up by the County;

(3) shall be paid by the County from the same source of funds that is used to pay compensation to the employee;

(4) 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.

29. 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 of 7.65% of the first \$68,400, and 1.45% of the remainder up to \$125,000 paid in wages per employee per calendar year. Employee contributions shall be made through payroll deductions.

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

30. Prince George's Professional Fire Fighters P.A.C. 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.

31. 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.

32. 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.

33. 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.