

COUNTY COUNCIL OF PRINCE GEORGE'S COUNTY, MARYLAND

2004 Legislative Session

Resolution No. CR-20-2004

Proposed by The Chairman (by request – County Executive)

Introduced by Council Members Knotts, Shapiro, Harrington, Dean, Exum, Peters

and Dernoga

Co-Sponsors _____

Date of Introduction April 13, 2004

RESOLUTION

1 A RESOLUTION concerning

2 Compensation and Benefits,

3 International Association of Fire Fighters, Local 1619 (Fire Fighters)

4 Salary Schedule S, Schedule of Pay Grades

5 For the purpose of amending the Salary Plan of the County to reflect the terms of the labor
6 agreement by and between Prince George's County, Maryland and the International Association
7 of Fire Fighters, Local 1619 (Fire Fighters).

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

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

14 NOW, THEREFORE, BE IT RESOLVED by the County Council of Prince George's
15 County, Maryland, that Salary Schedule S submitted and recommended by the County Executive
16 on April 9, 2004, which is attached hereto and made a part hereof, setting forth the following
17 modifications: cost of living and merit increases in Fiscal Years 2004 and 2005; wage scale
18 adjustments; group health insurance; life insurance under the beneflex program; call-back pay;
19 stand-by duty; clothing allowance; sick and annual leave disposition upon separation; hold
20 harmless benefit calculation; be and the same is hereby approved.

Adopted this 27th day of May, 2004.

COUNTY COUNCIL OF PRINCE
GEORGE'S COUNTY, MARYLAND

BY: _____
Tony Knotts
Chairman

ATTEST:

Redis C. Floyd
Clerk of the Council

SALARY SCHEDULE S

SCHEDULE OF PAY GRADES

FIRE UNIT PERSONNEL - FIRE FIGHTERS

PRINCE GEORGE'S COUNTY, MARYLAND

EFFECTIVE JULY 1, 2003 - JUNE 30, 2005

TABLE OF CONTENTS

1.	SCHEDULED PAY RATES	2
2.	MIN-MAX SYSTEM.....	8
3.	MERIT INCREASES	11
4.	COST OF LIVING	11
5.	WORKWEEK.....	11
6.	WORK SCHEDULES	12
7.	LEAVE PROVISIONS.....	12
8.	PAY IN EXCESS OF BASE SALARY	17
9.	GROUP HEALTH INSURANCE	21
10.	LIFE INSURANCE UNDER THE BENEFLEX PROGRAM	22
11.	SOCIAL SECURITY	23
12.	WORKER’S COMPENSATION	23
13.	UNIFORMS.....	23
14.	CLOTHING ALLOWANCE.....	23
15.	PHYSICAL TRAINING SUPPLEMENT	23
16.	VACANCIES.....	24
17.	TUITION ASSISTANCE AND EDUCATION INCENTIVE	24
18.	DEATH AND DISABILITY PAYMENTS	24
19.	RETIREMENT CONTRIBUTIONS	25
20.	HOLD HARMLESS BENEFIT CALCULATION.....	25
21.	IRS PICKUP PLAN.....	25
22.	MILITARY LEAVE.....	25
23.	PRINCE GEORGE’S PROFESSIONAL FIRE FIGHTERS P.A.C. PAYROLL DEDUCTION	26
24.	INCENTIVE AWARDS	26
25.	PAY PLAN POLICY STATEMENT.....	26

1. SCHEDULED PAY RATES

SALARY SCHEDULE S – EFFECTIVE JULY 1, 2003
 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	16.9319	28.0219
BIWEEKLY	1354.55	2241.75
ANNUAL	35,218	58,285
S02 (Fire Fighter II)		
HOURLY	17.7608	31.1239
BIWEEKLY	1420.87	2489.92
ANNUAL	36,943	64,738
S03 (Fire Fighter III)		
HOURLY	18.5895	32.6760
BIWEEKLY	1487.16	2614.08
ANNUAL	38,666	67,966
S13 (Fire Technician)		
HOURLY	18.5895	35.1085
BIWEEKLY	1487.16	2808.68
ANNUAL	38,666	73,026
S04 (Fire Lieutenant)		
HOURLY	21.5149	38.1206
BIWEEKLY	1721.19	3049.65
ANNUAL	44,751	79,291
S05 (Fire Captain)		
HOURLY	23.5372	42.5022
BIWEEKLY	1882.98	3400.18
ANNUAL	48,957	88,405
S06 (Battalion Chief)		
HOURLY	25.7976	46.8386
BIWEEKLY	2063.81	3747.09
ANNUAL	53,659	97,424

The hourly rates are the January 12, 2003 rates with S04 adjusted to match M29 rates (also as of January 12, 2003). For administrative purposes, the hourly rates are the controlling rates. Biweekly rates are hourly rates multiplied by 80. Annual rates are the hourly rates multiplied by 2080 and rounded to the nearest dollar.

SALARY SCHEDULE S – EFFECTIVE JULY 13, 2003
 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	17.1012	28.3021
BIWEEKLY	1368.10	2264.17
ANNUAL	35,571	58,868
S02 (Fire Fighter II)		
HOURLY	17.9384	31.4351
BIWEEKLY	1435.07	2514.81
ANNUAL	37,312	65,385
S03 (Fire Fighter III)		
HOURLY	18.7754	33.0028
BIWEEKLY	1502.03	2640.22
ANNUAL	39,053	68,646
S13 (Fire Technician)		
HOURLY	18.7754	35.4596
BIWEEKLY	1502.03	2836.77
ANNUAL	39,053	73,756
S04 (Fire Lieutenant)		
HOURLY	21.7300	38.5018
BIWEEKLY	1738.40	3080.14
ANNUAL	45,199	80,084
S05 (Fire Captain)		
HOURLY	23.7726	42.9272
BIWEEKLY	1901.81	3434.18
ANNUAL	49,447	89,289
S06 (Battalion Chief)		
HOURLY	26.0556	47.3070
BIWEEKLY	2084.45	3784.56
ANNUAL	54,196	98,399

The hourly rates are the July 1, 2003 rates multiplied by 101%. For administrative purposes, the hourly rates are the controlling rates. Biweekly rates are hourly rates multiplied by 80. Annual rates are the hourly rates multiplied by 2080 and rounded to the nearest dollar.

SALARY SCHEDULE S – EFFECTIVE APRIL 18, 2004
 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	17.2722	28.5851
BIWEEKLY	1381.78	2286.81
ANNUAL	35,926	59,457
S02 (Fire Fighter II)		
HOURLY	18.1178	31.7495
BIWEEKLY	1449.42	2539.96
ANNUAL	37,685	66,039
S03 (Fire Fighter III)		
HOURLY	18.9632	33.3328
BIWEEKLY	1517.05	2666.63
ANNUAL	39,443	69,332
S13 (Fire Technician)		
HOURLY	18.9632	35.8142
BIWEEKLY	1517.05	2865.14
ANNUAL	39,443	74,494
S04 (Fire Lieutenant)		
HOURLY	21.9473	38.8868
BIWEEKLY	1755.78	3110.95
ANNUAL	45,650	80,885
S05 (Fire Captain)		
HOURLY	24.0103	43.3565
BIWEEKLY	1920.83	3468.52
ANNUAL	49,941	90,181
S06 (Battalion Chief)		
HOURLY	26.3162	47.7801
BIWEEKLY	2105.29	3822.41
ANNUAL	54,738	99,383

The hourly rates are the July 13, 2003 multiplied by 101%. For administrative purposes, the hourly rates are the controlling rates. Biweekly rates are hourly rates multiplied by 80. Annual rates are the hourly rates multiplied by 2080 and rounded to the nearest dollar.

SALARY SCHEDULE S – EFFECTIVE JULY 11, 2004
 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	17.4449	28.8710
BIWEEKLY	1395.59	2309.68
ANNUAL	36,285	60,052
S02 (Fire Fighter II)		
HOURLY	18.2990	32.0670
BIWEEKLY	1463.92	2565.36
ANNUAL	38,062	66,699
S03 (Fire Fighter III)		
HOURLY	19.1528	33.6661
BIWEEKLY	1532.23	2693.29
ANNUAL	39,838	70,026
S13 (Fire Technician)		
HOURLY	19.1528	36.1723
BIWEEKLY	1532.23	2893.79
ANNUAL	39,838	75,238
S04 (Fire Lieutenant)		
HOURLY	22.1668	39.2757
BIWEEKLY	1773.34	3142.05
ANNUAL	46,107	81,693
S05 (Fire Captain)		
HOURLY	24.2504	43.7901
BIWEEKLY	1940.03	3503.21
ANNUAL	50,441	91,083
S06 (Battalion Chief)		
HOURLY	26.5794	48.2579
BIWEEKLY	2126.35	3860.63
ANNUAL	55,285	100,376

The hourly rates are the April 18, 2004 rates multiplied by 101%. For administrative purposes, the hourly rates are the controlling rates. Biweekly rates are hourly rates multiplied by 80. Annual rates are the hourly rates multiplied by 2080 and rounded to the nearest dollar.

SALARY SCHEDULE S – EFFECTIVE JANUARY 9, 2005
 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	17.4449	29.5928
BIWEEKLY	1395.59	2367.42
ANNUAL	36,285	61,553
S02 (Fire Fighter II)		
HOURLY	18.2990	32.8687
BIWEEKLY	1463.92	2629.49
ANNUAL	38,062	68,367
S03 (Fire Fighter III)		
HOURLY	19.1528	34.5078
BIWEEKLY	1532.23	2761.62
ANNUAL	39,838	71,776
S13 (Fire Technician)		
HOURLY	19.1528	37.0766
BIWEEKLY	1532.23	2966.13
ANNUAL	39,838	77,119
S04 (Fire Lieutenant)		
HOURLY	22.1668	40.2576
BIWEEKLY	1773.34	3220.61
ANNUAL	46,107	83,736
S05 (Fire Captain)		
HOURLY	24.2504	44.8849
BIWEEKLY	1940.03	3590.79
ANNUAL	50,441	93,360
S06 (Battalion Chief)		
HOURLY	26.5794	49.4643
BIWEEKLY	2126.35	3957.15
ANNUAL	55,285	102,886

The minimum hourly rates are the July 11, 2004 rates. The maximum hourly rates are the July 11, 2004 rates multiplied by 102.5%. For administrative purposes, the hourly rates are the controlling rates. Biweekly rates are hourly rates multiplied by 80. Annual rates are the hourly rates multiplied by 2080 and rounded to the nearest dollar.

SALARY SCHEDULE S – EFFECTIVE APRIL 17, 2005
 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	17.6193	29.8887
BIWEEKLY	1409.55	2391.10
ANNUAL	36,648	62,169
S02 (Fire Fighter II)		
HOURLY	18.4820	33.1974
BIWEEKLY	1478.56	2655.79
ANNUAL	38,443	69,051
S03 (Fire Fighter III)		
HOURLY	19.3443	34.8529
BIWEEKLY	1547.55	2788.23
ANNUAL	40,236	72,494
S13 (Fire Technician)		
HOURLY	19.3443	37.4474
BIWEEKLY	1547.55	2995.79
ANNUAL	40,236	77,891
S04 (Fire Lieutenant)		
HOURLY	22.3885	40.6602
BIWEEKLY	1791.08	3252.81
ANNUAL	46,568	84,573
S05 (Fire Captain)		
HOURLY	24.4929	45.3337
BIWEEKLY	1959.43	3626.70
ANNUAL	50,945	94,294
S06 (Battalion Chief)		
HOURLY	26.8452	49.9589
BIWEEKLY	2147.62	3996.72
ANNUAL	55,838	103,915

The hourly rates are the January 9, 2005 rates multiplied by 101%. For administrative purposes, the hourly rates are the controlling rates. Biweekly rates are hourly rates multiplied by 80. Annual rates are the hourly rates multiplied by 2080 and rounded to the nearest dollar.

2. MIN-MAX SYSTEM

A. 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:

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

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

F. The maximum pay rate at each grade will be increased by three and one-half percent (3.5%) effective July 1, 1993. 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.

G. 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.

H. 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.

I. 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.

1. Exceptions:	Percentage Above <u>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%

2. Further, Fire Fighter III's (S03) who are assigned specialized functions and a working title of Fire Technician will be placed on the S13 pay scale and receive a ten percent (10%) pay increase.

J. 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%).

K. 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 PID'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.

L. 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.

M. 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.

N. Modifications Effective During FY 2000 and FY 2001

1. Further, effective beginning on July 1, 1999, any employee covered by this Salary Schedule hired before July 1, 1996, who completed eighteen (18) years of actual 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 date which marks the completion of his/her eighteenth (18th) year of service, provided, however, that the resulting rate of pay may not exceed the maximum step for the employee's rank.

2. Beginning in Fiscal Year 2000, any employee, who completes his/her fifth (5th) year of service as an employee covered by this Salary Schedule and is otherwise eligible to receive a merit increase, will receive a merit increase of four and one-half percent (4.5%) rather than three and one-half percent (3.5%) during that fiscal year. During Fiscal Year 2000, an employee who had already completed his/her fifth (5th) year of service as an employee covered by this Salary Schedule during a previous fiscal year, will – if he/she is otherwise eligible to receive a merit increase – receive a merit increase of four and one-half percent (4.5%) rather than three and one-half percent (3.5%).

3. Effective the first full pay period beginning on or after July 1, 2000, the maximum pay rates for employees covered by this Salary Schedule will be increased by two and one-half percent (2.5%), and only employees who are at maximum on that date will have their salaries raised by two and one-half percent (2.5%) on that date.

O. Modifications Effective During FY 2004 and FY 2005

1. Effective July 1, 2003, the S04 scale will be modified to match the M29 Scale. This modification will apply to S04 employees on their anniversary date during Fiscal Year 2004.

2. Effective the first full pay period beginning on or after January 1, 2005, the maximum pay rates for employees covered by this Salary Schedule will be increased by two and one-half percent (2.5%), and only employees who are at maximum on that date will have their salaries raised by two and one-half percent (2.5%) on that date.

3. MERIT INCREASES

A. Employees covered by this Salary Schedule who are otherwise eligible to receive a merit increase during the period from July 1, 2003, through June 30, 2004, will receive it.

B. Employees covered by this Salary Schedule who are otherwise eligible to receive a merit increase during the period from July 1, 2004, through June 30, 2005, will receive it.

4. COST OF LIVING

A. Effective July 13, 2003, employees covered by this Salary Schedule will receive a one percent (1%) increase in their base hourly rates of pay.

B. Effective April 18, 2004, employees covered by this Salary Schedule will receive a one percent (1%) increase in their base hourly rates of pay.

C. Effective July 11, 2004, employees covered by this Salary Schedule will receive a one percent (1%) increase in their base hourly rates of pay.

D. Effective April 17, 2005, employees covered by this Salary Schedule will receive a one percent (1%) increase in their base hourly rates of pay.

5. WORKWEEK

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

B. Shift employees covered under this Salary Schedule will work a forty-two (42) hour workweek. Straight daywork 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 Daywork Personnel in all Stations

Employees assigned to straight daywork 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 at the discretion of the Fire Chief to start at 0900 hours.

C. Non-Station Personnel

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

D. Alternative Work Schedules

The Fire Chief may at his discretion, order flexible work shifts for those employees covered under this Salary Schedule who are not assigned to fire suppression and EMS related operational duties when such an arrangement is in the best interest of the citizens of the County.

7. LEAVE PROVISIONS

A. Sick Leave

1. All full-time employees earn four and one-half (4.5) 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.

2. 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. Annual Leave

1. 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
and above

2. 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.

C. Annual Leave: Carryover and Lump Sum Payment

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

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

3. 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 one thousand and forty (1,040) hours of annual leave and this new sick leave, may be used to purchase pension credit at the rate of forty (40) hours for each month of pension credit.

4. An employee covered by this Salary Schedule who terminates employment shall receive a lump sum cash payment for the annual leave balance credit accumulated through the last full pay period immediately prior to the employee's separation. Employees who qualify may elect to purchase additional service credit as provided in Section 7.9 of the Agreement.

D. Sick and Annual Leave Disposition Upon Separation

1. 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:

a. 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);

b. 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.

c. 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:

(1) 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 three hundred sixty 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 the Fire Pension Plan.

(2) Notwithstanding subparagraph c. (1), immediately above, upon separation from employment because of service-related disability, an employee with less than twenty (20) years of service will be permitted to receive payment for all annual leave (old and new).

d. Upon separation from employment for non-disciplinary reasons (including but not limited to retirement, disability and death), eligible employees will receive cash payment for unused sick leave accumulated as of the end of the 1996 leave year at two and one-half percent (2.5%) for each year of service (through the date of separation) at the employee's base hourly rate of pay as of the date of separation but not to exceed the highest rate of pay of the difference for an ERT and Firefighter Battalion Chief in January, 2001 – that is, \$45.2137 per hour. However, if a Fire Fighter with less than twenty (20) years of actual service terminates employment as a result of death or disability, he/she shall receive a fifty percent (50%) cash-out of unused accumulated sick leave as of the end of the 1996 leave year.

e. 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 the Agreement. However, officers with less than twenty (20) years of service who terminate employment because of service connected disability and 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 d., immediately above.

f. 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.

E. 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.

F. Injured-On-The-Job Leave

1. 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 non-service connected or until retired.

2. 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 non-service 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.

G. Shift Work Leave

1. 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).

2. Effective July 1, 2000, at a minimum, the percentage will be increased from twelve percent (12%) to thirteen percent (13%) for employees within Emergency Operations Command who will be offered leave (for vacation bid and day to day leave).

3. Effective July 1, 2001, the Fire Department will provide a copy of the leave calendar to the Union when issued.

H. Day Personnel

Straight day personnel shall be granted eight (8) hours compensatory leave every three (3) months.

I. Personal Leave

Three (3) paid personal leave days per leave year including the four (4) hours in lieu of the former General Election Day Holiday shall be granted to each employee eligible for annual leave. A personal leave day consists of eight (8) hours and 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.

J. 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.

K. Additional Leave Provision

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 (1) hour of compensatory time for each hour worked during the emergency (not to exceed eight (8) hours per employee per twenty four (24) hour period), in addition to any pay to which they are entitled for that period.

L. Conference and Seminars

1. 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 three (3) per fiscal year and that not more than four (4) Union members request such approval.

2. 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.

3. In addition, the Union shall have an additional Administrative Leave Bank of one thousand five hundred (1,500) additional hours. This also shall be without loss of pay or leave. All requests for administrative 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.

M. Leave for Negotiations

Employees (not to exceed five (5) in number which includes the Union President) 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. Leave taken by these employees (excluding the Union President) will be charged against the Administrative Leave Bank referenced in Section L. 3. above.

N. 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.

O. 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

1. 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.

2. 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 one, 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 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 (1.5) times his/her regular rate of pay. This provision shall not apply to administrative hearings, disciplinary procedures, or physical examinations. 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 (1.5) times his/her regular rate of pay and will be paid his/her regular rate of pay beginning with his/her regular starting time. 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

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

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

2. 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.

3. 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.

4. Beginning in the 2001 wage reporting year, if July 4 falls on a weekend, employees covered by this Salary Schedule who work on the holiday or the day it is celebrated will receive holiday pay. Employees who work both the holiday and the day the holiday is celebrated will receive holiday pay for only one day.

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

6. 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).

7. 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.

8. 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.

9. 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 (1.5) 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.

10. 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 Salary Schedule 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 two percent (2%) for maintaining their EMT-P certification.

2. 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 Salary Schedule are hereby acknowledged and approved.

3. Employees employed on or after September 5, 1984, in a Paramedic classification shall be compensated in lieu of overtime pay for attendance at continuing education and skills maintenance sessions at a rate either two percent (2%) or four percent (4%) per hour above their regular base pay as follows:

a. Paramedic I's and any Paramedic Trainees certified in CRT, two percent (2%) special duty pay; and,

b. Paramedic II's, Paramedic III's and any Paramedic Trainees and Paramedic I's certified as EMT-P shall receive four percent (4%) special duty pay.

4. 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.

5. Subsections 1., 2., 3., and 4 of this Section do not apply to employees in a job classification of the Emergency Response Technician classification series, except for employees who may be assigned duties as Bomb Technicians.

F. EMT Pay

Employees covered by this Salary Schedule who were hired before January 1, 1999, and who retain the required level of EMT certification – including employees in Paramedic classifications whose required level of certification subsumes the EMT certification – will receive EMT pay of fifty dollars (\$50.00) per pay period. Effective the first full pay period on or after July 1, 2002, EMT pay will be increased to sixty dollars (\$60.00). Effective the first full pay period on or after January 1, 2003, EMT pay will be increased to seventy-five dollars (\$75.00) per pay period.

G. Stand-By Duty

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

Monday 0700 - Friday 1500
Friday 1500 - Monday 0700

2. 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. An employee who is called back to active duty while on standby during such Monday through Friday tour will receive no standby pay for the day on which the active duty was performed. The rate of compensation for the Friday through Monday tour shall be one-half (1/2) hour of compensatory time for every one (1) hour on standby. An employee called back to active duty during the Friday through Monday tour will receive no standby pay for those hours during that tour that he/she is on active duty. The rate of compensation for standing by on a designated holiday shall be a total of eight (8) hours of compensatory time.

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

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

Any employee who, in accordance with Section 7. 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 daywork 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 shift work 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 (1.5) hours for each overtime hour or receiving compensatory time at the rate of one and one-half (1.5) 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.

2. Employees ordered to complete an annual physical examination during normal off-duty hours shall be paid at one and one-half (1.5) times their regular rate of pay and shall not be subject to Section 8. B., Call-Back Pay.

3. 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 1.5 times of time worked
30-44 minutes	One-half hour wages at 1.5 times plus compensatory time for actual time worked over 30 minutes
45-60 minutes	One (1) hour of wages at 1.5 times

9. **GROUP HEALTH INSURANCE**

A. The County shall contribute seventy-five percent (75%) to the cost of the County's point of service health insurance plans for any employee who elects to participate in the plan. Participating employees shall contribute the remaining twenty-five percent (25%).

B. 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 provide proof of other medical coverage may choose to receive a credit instead of enrolling in a medical plan with the County.

D. 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 and retire on or after July 1, 1991, or July 1, 1994, will pay twenty percent (20%) or twenty-five percent (25%), respectively; those who participate in a prepaid group health plan or a Health Maintenance Organization (HMO) and retire on or after July 1, 1991 will pay twenty percent (20%).

E. The County shall contribute ninety percent (90%) to the County's vision care program for any employee or retiree who elects to participate in that program. The participating employee or retiree shall contribute the remaining ten percent (10%).

F. Effective January 1, 2004, employees covered by this Salary Schedule who elect to participate in the County's deductible prescription program shall contribute nine dollars (\$9.00) biweekly for family coverage and four dollars (\$4.00) biweekly for individual coverage, and the County shall contribute the remaining premium.

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

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

I. The County has agreed to extend this provision regarding contributions to the County's deductible prescription and vision care programs 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.

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

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

L. Employees may contribute up to five thousand dollars (\$5,000.00) in a dependent flexible spending account and up to three thousand dollars (\$3,000.00) in a medical flexible spending account.

10. LIFE INSURANCE UNDER THE BENEFLEX PROGRAM

A. The County will provide employees covered by this Salary Schedule with the County basic group term life insurance policy with a benefit of two times the employee's annual salary (rounded to the nearest \$1,000.00) but not to exceed two hundred thousand dollars (\$200,000.00). Employees may choose to increase their life insurance from one to four times their annual salary up to a total of eight hundred thousand dollars (\$800,000.00) including the base amount provided by the County. Employees will pay for the increased coverage at rates based on their age and amount of coverage. Employees may choose to reduce their life insurance to one (1) times their annual salary and receive a credit.

B. Effective July 1, 1989, the County will provide a supplemental life insurance benefit to an employee covered by this Salary Schedule who retires until age sixty (60) in an amount equal to the difference between the face value of his/her County basic term life insurance at the date of retirement and the decreased insured value of his/her County basic term life insurance after date of retirement. When the retiree attains age sixty (60), the retiree's total life insurance benefit

shall be reduced by fifteen percent (15%) of the original face value per year, to a residual of twenty-five percent (25%) by reducing the supplemental life insurance benefit by twenty percent (20%) on the first (1st) day of the calendar month coinciding with or next following the date of his/her attainment of age sixty (60). On each of the next four (4) anniversaries the supplemental life insurance benefit will be reduced by the same dollar amount. The total combined life insurance benefit which the County will provide pursuant to the foregoing under the County's basic term life insurance policy and the supplemental life insurance policy will equal two (2) times the employee's annual salary (rounded to the nearest \$1,000.00) but not to exceed one hundred fifty thousand dollars (\$150,000.00) or two hundred thousand dollars (\$200,000.00) effective July 1, 1994.

C. The accidental death insurance policy the County maintains for employees covered by this Salary Schedule shall be payable in the amount of fifty thousand dollars (\$50,000.00) to an employee's designated beneficiary should the employee be killed in the line of duty.

11. SOCIAL SECURITY

A. Effective January 1, 2004, 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 \$87,900, and 1.45% of the remainder paid in wages per employee per calendar year. Employee contributions shall be made through payroll deductions.

B. 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 County.

14. CLOTHING ALLOWANCE

Effective Fiscal Year 2004, employees covered by this Salary Schedule shall receive a clothing allowance of one thousand thirty-five dollars (\$1,035.00) per year. Effective Fiscal Year 2005, the clothing allowance will be increased to one thousand seventy dollars (\$1,070.00). This clothing allowance is not considered part of the employee's base pay, and will be paid in one (1) installment in July of each fiscal year.

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 one (1) installment in July 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

Refer to Article XVIII (TUITION ASSISTANCE AND EDUCATION INCENTIVE) contained in the Agreement in effect from the period July 1, 1988 through June 30, 1989 regarding eligibility for EIP.

18. DEATH AND DISABILITY PAYMENTS

A. Any condition or impairment of health of any person employed by Prince George's County, Maryland, as a Fire Fighter, Paramedic or Emergency Response Technician 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.

B. 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.

C. 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.

D. 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

For any employee covered by this Salary Schedule who retires during the period from July 1, 2003, through June 30, 2005, "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

A. 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) of the Agreement. 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.

B. 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. MILITARY LEAVE

Any employee called up to active military service in response to the terrorist attacks on September 11, 2001 or pursuant to military action against Iraq and/or North Korea shall be eligible for the benefits set forth herein: Payment of a salary supplement equal to the difference between the employee's base rate of pay and the employee's base military rate. Eligibility for health care benefits to continue once the employee enters a leave without pay status with both the employer and employee contributions of the premium being paid by the County. These benefits

shall expire on February 25, 2005.

23. PRINCE GEORGE'S PROFESSIONAL FIRE FIGHTERS P.A.C. PAYROLL DEDUCTION

The County agrees to deduct on a biweekly 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.

24. 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.

25. 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.