

SETTLEMENT SUMMARY
IAFF 1619 - SWORN
AND
PRINCE GEORGE'S COUNTY, MARYLAND
FISCAL YEARS 2021 & 2022

The following is a complete summary of modifications to the wages and benefits agreed to by the Prince George's County IAFF Local 1619 ("Union") and Prince George's County, Maryland ("County"), which are included in the parties new collective bargaining agreement ("CBA"). This CBA is effective for Fiscal Years 2021 and 2022 and covers sworn employees within the Fire/EMS Department. For easy reference, the Article and Section(s) within the new CBA where each modification appears is identified.

ARTICLE 3 – ORGANIZATIONAL SECURITY

Section 3.1 Union Membership

All employees covered by this Agreement who are members of the Union or who elect to become members of the Union shall, pursuant to Section 3.2, remain members of the Union for the duration of this Agreement.

Section 3.2 Checkoff

A. Upon presentation by the Union of a list of the individual employees covered by this Agreement for each of whom the Union certifies to have on file a written authorization for dues deduction duly executed by the employee, the Union shall be entitled to have such employees' membership dues deducted from their paychecks on a biweekly basis. Such authorization shall be irrevocable and automatically renewed from year to year thereafter unless revoked by the employee pursuant to Section 13A-108(c) of the Labor Code.

➤ References to service fees in this Article were removed pursuant to the Supreme Court ruling in *Janus v. AFSCME Council 31* rendered on June 27, 2018.

ARTICLE 7 - WAGES

Section 7.1 A - Cost of Living Increases (Cola)

A. Absent a wage reopener as described below, employees covered by this Agreement will not receive cost-of-living increases (COLA's) in FY 2021 or FY 2022.

Section 7.1 B - Merit Increases

B. Merit Increases

1. Employees covered by this Agreement who are otherwise eligible to receive a merit increase during the period from July 1, 2020 through June 30, 2021 (i.e. Fiscal Year 2021), will receive that merit increase effective the last full pay period in FY 2022. There will be no retroactive payment for the Fiscal Year 2021 merit increase.

2. Employees covered by this Agreement who are otherwise eligible to receive a merit increase during the period from July 1, 2021 through June 30, 2022 (i.e. Fiscal Year 2022), will receive that merit increase on their hire anniversary date in FY2022.

Section 7.1 C - Reopener on Wages

- C. The County agrees to a wage reopener with IAFF Local 1619 if, at any point during the term of this Agreement:
1. The Federal Government or State of Maryland enact legislation which allows the County to specifically use federal or state funding for bargaining unit pay (including wages, salaries, or specialty pay);
 2. Any other bargaining unit or group of unrepresented employees within the County receives a cost of living pay increase and merit steps exceeding this negotiated agreement. This clause does not apply to increases mandated by impasse arbitration.

Section 7.1 C.1 – Retroactive COVID-19 Hazard Pay

Fire/EMS Department employees that worked from September 27, 2020 through April 24, 2021, will be entitled to receive \$350 per pay period of COVID-19 Hazard Pay. For an employee to receive the \$350 COVID-19 Hazard Pay, an employee must have worked 75% of their scheduled hours. If an employee worked less than 75% of their scheduled hours, the COVID-19 Hazard Pay shall be prorated accordingly.

➤ The above paragraphs provide the terms for COLAs, merits, a wage reopener provision and retroactive COVID-19 Hazard Pay.

ARTICLE 10 – PENSION BENEFITS

Section 10.18 Deferred Retirement Option Program (Drop) (New Paragraph M)

M. Employees who enter DROP after July 1, 2023, and then voluntarily separate from employment prior to the completion of their DROP period, shall forfeit their accumulated interest as outlined in Section 10.18 (D) above and their pre-tax pension contributions as outlined in Section 10.18 (H) above. This provision does not apply to bargaining unit members who exit DROP under the provisions of Section 10.18 (J) above.

➤ This is a new paragraph to specify provisions if an employee does not complete their DROP period due to voluntary separation.

ARTICLE 11 - LEAVE PROVISIONS

Section 11.2 Annual Leave

A. 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).

Notwithstanding the provisions of Article 11, Section 11.2 A of this Agreement, a maximum of 440 hours of accumulated annual leave may be carried over from leave year 2021 into leave year 2022, however, the annual leave payout amount is not being increased. Unless amended by future legislation, the maximum amount of annual leave that may be carried over from leave year 2022 into leave year 2023 shall revert back to 360 hours. This modified benefit shall sunset automatically upon its implementation.

➤ This provision was added to temporarily increase the maximum amount of annual leave hours from 360 to 440 that can be carried over from leave year 2021 to leave year 2022.

Section 11.4 Scheduled Leave (Amend Paragraph B)

B. During October of each calendar year, employees covered by this Agreement shall be allowed to bid vacation leave for the twelve (12) month period of January 1st through December 31st of the following calendar year. Leave described in this paragraph shall be awarded by seniority.

➤ This paragraph was amended to revert to a former process of bidding leave.

Section 11.7 Disability Leave (New Paragraph F)

F. The County and IAFF Local 1619 agree to form a Joint Committee of three (3) Union representatives and three (3) County representatives to study the current disability leave process and make recommendations to the Fire Chief and the Director of OHRM for any changes and modifications to the existing processes and procedures. The Joint Committee will recommend changes to make the disability leave process fair and equitable for all parties. The Joint Committee will begin its work within thirty (30) days after this Agreement is enacted and will issue its recommendations to the IAFF Local 1619 President, the Chief of the Fire/EMS Department, and the Director of OHRM by October 1, 2021.

➤ This paragraph was added to form a Joint Committee to review the disability leave process and make recommendations by October 1, 2021.

ARTICLE 12 – SHIFT STAFFING

Section 12.1. Shift Staffing (New Paragraphs E & F)

E. Effective July 1, 2021, the County will ensure that a minimum of twenty-two (22) stations have a minimum staffing level of six (6) bargaining unit career employees, one (1) of whom shall be a supervisor. A minimum of four (4) bargaining unit career employees, one (1) of whom shall be a supervisor, shall be utilized as the crew for suppression apparatus responding from said station. Shift staffing levels in future years will be consistent with the parties' Letter of Understanding dated April 6, 2021.

F. During unusual circumstances, which necessitate altered response resources or the Department's Emergency Operation Plan being placed into effect, the County retains the right to utilize the bargaining unit employees in the deployment of other resources to meet the immediate needs of emergency service delivery.

- Paragraph E will increase the minimum number of stations that will have a minimum staffing level of six (6) bargaining unit career employees from 10 to 22 effective July 1, 2021.
- Paragraph F enables the County to use the bargaining unit employees for other needs under certain circumstances.

ARTICLE 18 DISCIPLINE

Section 18.2 Timeline for Administrative Charges

Except as provided in this sub-section, administrative charges may not be brought against an employee unless filed within one hundred eighty (180) calendar days after the act that gives rise to the charges comes to the attention of the appropriate official. If an employee is charged by a law enforcement agency with crimes that may result in a felony conviction, the one hundred eighty (180) day period will be stayed from the date the employee is criminally charged until disposition of those charges is complete.

Section 18.3 Recruit Fire Fighter Removal (New Section)

The parties agree that any time during the probationary period while they are attending Career Recruit School, the appointing authority may remove a uniformed Fire Fighter designated as Recruit Fire Fighters if, in the opinion of the appointing authority, such Recruit Fire Fighter is unable or unwilling to perform the duties of the position satisfactorily or the Recruit Fire Fighter's conduct does not merit continued employment with the County. Dismissal of a probationary status Recruit Fire Fighter shall become effective five (5) working days after the appointing authority has given the Recruit Fire Fighter a written notice of specific reasons for dismissal.

- Section 18.2 adds an exception to the 180-day limitation to charge an employee with discipline.
- Section 18.3 was added to enable the Appointing Authority to remove a Recruit Fire Fighter during the probationary period for performance or conduct related matters.

Section 20.1 Transfer Policy (Amend Paragraph I)

The Department reserves the right to deny transfer requests to:

1. Employees during the first two (2) years following graduation from Career Recruit School (CRS) to ensure consistency, career development, and training;
2. Employees who are enrolled in the Department sponsored Paramedic Program;
3. Employees who are in a Light Duty or No Duty work status, or
4. Employees who have a written disciplinary reprimand, Equal Employment Opportunity violation, or are involved in an investigation/disciplinary action that would preclude the Department from transferring the employee. The Department also reserves the right to transfer employees described in this paragraph based upon management prerogative.

Section 20.1 Transfer Policy (New Paragraph N)

The Department and the Union are committed to developing and maintaining a top-quality diverse workforce throughout the Prince George’s County Fire/EMS Department. In order to achieve this goal, both parties agree to form a joint Labor-Management Committee to examine the distribution of the workforce and current transfer bid policies to identify areas that may act as barriers towards ensuring fair and equitable deployment of the Fire/EMS Department personnel. Each party will appoint three (3) members. The joint committee will begin its work within thirty (30) days after this Agreement is enacted and will issue its recommendations to the IAFF Local 1619 President and the Chief of the Fire/EMS Department by January 1, 2022. The parties further agree that they will make a good faith effort to implement the committee’s recommendations within twelve (12) months of its issuance.

- Paragraph I was amended to delete the term “probationary” and reformat the paragraph for ease of reading.
- Paragraph N was added to form a Joint Committee to review the current workforce distribution and transfer bid policies and make recommendations by January 1, 2022 and a good faith effort to implement recommendations within 12 months of issuance.

ARTICLE 26 - DURATION

This Agreement shall become effective on July 1, **2020**, unless otherwise stated in specific sections, and shall remain in full force and effect until June 30, **2022**, unless otherwise stated in specific sections.-This Agreement shall be automatically renewed from year to year after June 30, **2022**, unless either party shall notify the other in writing no later than October 1, **2021**, (or October 1st of any subsequent year thereafter in the case of an automatic renewal) that it desires to terminate, modify or amend this Agreement.

- This provides the current years for the effective date of the Agreement, renewal terms and the timeframe for a reopener.

ATTACHMENT A – MIN-MAX SYSTEM, SECTION A (NEW PARAGRAPH 13)

13. Effective July 1, 2021, the maximum pay rates for employees covered by this Agreement will be increased by three and one-half percent (3.5%), and employees who are at maximum on that date will have their salaries raised by three and one-half percent (3.5%) on that date.

- Adds language to indicate the increase of the maximum pay rates by 3.5% as of July 1, 2021.

ATTACHMENT F - JOINT COMMITTEE ON PERFORMANCE APPRAISALS

The County and IAFF Local 1619 agree to the formation of a Joint Committee on Performance Appraisals. The Committee shall be comprised of an equal number of Union and management representatives, but no more than four (4) from each party. The Committee will begin its work within thirty (30) days from the enactment of this Agreement and will explore best practices for a fair and equitable performance appraisal system which is appropriate for the type of work performed by IAFF Local 1619 bargaining unit members. The Joint Committee may also look at pay for performance

systems in use in other jurisdictions. The Committee will issue its findings and recommendations to the IAFF Local 1619 President, the Chief of the Fire/EMS Department and the Director of OHRM by October 1, 2021.

- This was proposed by OHRM to form a Joint Committee to review and explore the performance appraisal system and make recommendations by October 1, 2021.