COUNTY COUNCIL OF PRINCE GEORGE'S COUNTY, MARYLAND 1995 Legislative Session

Resolution No.	CR-32-1995
Proposed by	Chairwoman MacKinnon (by request - County Executive)
Introduced by	Council Members Bailey and Del Giudice
Co-Sponsors	
Date of Introduction	June 6, 1995

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 May 30, 1995, which is attached hereto and made a part hereof, setting forth the following modifications: no cost of living or merit step increases during Fiscal Year 1996; overtime premium pay will be paid at straight time plus one-half hour of compensatory leave for each overtime hour worked during FY96; holiday premium pay for hours worked on a holiday will be payed at straight time plus one-half hour of

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compensatory leave for each hour worked during FY96; the \$900 clothing allowance will not be paid during FY96; and further establishing the workweek, compensation for scheduled work hours, overtime pay, shift differential, call-back pay, early reporting time, holiday pay, standby pay, pay while on I.O.J. leave, sick leave, unused sick leave, annual leave, holidays, leave of absence, personal leave, bereavement leave, additional leave provision, union leave, administration of leave, clothing allowance, group health insurance, life insurance, unemployment insurance, retirement contribution, social security, Prince George's Professional Fire Fighters P.A.C. payroll deduction, worker's compensation and incentive awards for such employees, be and the same is hereby approved.

Adopted this 26th day of July, 1995.

COUNTY COUNCIL OF PRINCE GEORGE'S COUNTY, MARYLAND

BY:

Anne T. MacKinnon Chairwoman

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, 1995 - JUNE 30, 1996

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I. 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>	MAXIMUM
B12	HOURLY BIWKLY	10.1980 815.84	17.0097 1,360.78
242	ANNUAL	21,212	35,380
B13	HOURLY BIWKLY	10.7224 857.79	17.8488 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.

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:

Emergency Dispatcher I B-14 Emergency Dispatcher II B-16 Emergency Dispatcher III B-18 Emergency Dispatcher IV B-21

- B. Merit steps will have the value of three and one-half percent (3 1/2%).
- 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.

II. Merit Increase for Fiscal Year 1996

No employee covered by this Salary Schedule will receive a merit increase during the period from July 1, 1993 through June 30, 1996.

III. Cost of Living Adjustment for Fiscal Year 1996

No employee covered by this Salary Schedule will receive a cost of living adjustment during the period from July 1, 1995 through June 30, 1996.

IV. 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.

V. <u>Compensation for Scheduled Work Hours</u>

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.

VI. 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.

Notwithstanding the foregoing paragraph, during FY96 an employee covered by this Salary Schedule will, at the employee's option, be paid at the rate of one (1) time his/her regular rate of pay and receive one-half (1/2) hour of compensatory leave for each overtime hour worked or receive compensatory leave at the rate of one and one-half (1 1/2) hours for each overtime hour worked.

Further, the parties recognize and agree that the issue of compensation for overtime hours worked during FY97 is subject to negotiation.

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

VII. 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.

VIII. 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.

IX. 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.

X. <u>Holidays and Holiday Pay</u>

The following shall be designated as holidays within the scope of this Salary Schedule.

New Year's Day
Martin Luther King's Birthday
Washington's Birthday

Veteran's Day
Thanksgiving Day
Christmas Day

Memorial Day Presidential Inauguration Day

Independence Day (every 4 years)

Labor Day General Election Day

Columbus Day (every 2 years)

County Employee's Appreciation Day

An additional holiday, entitled "Fire Fighter Recognition Day," will be recognized and observed on the 2nd Tuesday of September each year as a County holiday for employees covered by this Salary Schedule

For the purpose of this Section, the Christmas holiday shall apply to all dispatchers 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 dispatchers who work the twenty-four (24) hour period beginning at 1900 hours on December 31.

If an employee works on a designated holiday, he/she shall be paid at the rate of time and one-half (1 1/2) his/her regular rate of pay for all hours worked on the holiday plus an additional eight (8) hours at the regular rate, and the employee shall not receive an additional day off.

If an employee is required to work on a holiday which coincides with his/her regularly scheduled day off, 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, and he/she shall also receive eight (8) hours holiday pay. Shift personnel who are required to work on a holiday which coincides with their regularly scheduled day off shall earn twelve (12) hours of compensatory time.

During FY96, the holiday pay provisions contained in the two paragraphs immediately above will be adjusted as follows:

If an employee works on a designated holiday, the employee shall be paid at one (1) time his/her regular rate of pay and receive one-half (1/2) hour of compensatory leave for all hours worked on the holiday plus an additional eight (8) hours at the regular rate as holiday pay, and the employee shall not receive another day off.

If an employee is required to work on a holiday which coincides with his/her regularly scheduled day off, he/she shall be compensated at the rate of one (1) time his/her regular rate of pay and receive one-half (1/2) hour of compensatory leave for all hours worked, and he/she shall also receive eight (8) hours holiday pay. In addition, shift personnel who are required to work on a holiday which coincides with their regularly scheduled day off shall earn twelve (12) hours of compensatory time.

Further, the parties recognize and agree that the issue of compensation for hours worked on holidays during FY97 is subject to negotiation.

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.

XI. 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.

XII. 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.

XIII. 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.

XIV. Sick Leave

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

XV. Unused Sick Leave

Beginning July 1, 1988, upon termination of County employment for non-disciplinary reasons (including but not limited to retirement, disability and death) employees shall be entitled to a lump sum cash payment for unused sick leave. The amount of the cash payment shall be determined by taking each individual's total accrued number of unused sick leave hours as of his/her termination date multiplying by his/her final base hourly rate of pay and dividing that product by two (2). The number so obtained shall be further multiplied a fraction, the numerator of which shall be the number of years of actual service and the denominator of which shall be twenty (20). However, if a dispatcher 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 sick leave regardless of years of service.

XVI. <u>Annual Leave</u>

A. <u>Earnings</u>

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

Zero (0) through three (3) years Four (4) hours per pay period

of service

Four (4) through fifteen (15) years Six (6) hours per pay period

of service

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.

B. <u>Carryover and Lump Sum Payment</u>

Annual leave policies shall be administered in accordance with the Prince George's County Personnel Law requirements; provided, however, that employees under this Salary Schedule may carry over up to one hundred thirty (130) days of annual leave to the following annual leave year. Employees upon request may convert any annual leave in excess of one hundred thirty (130) days to sick leave at the end of an annual leave year.

Employees covered by this Salary Schedule who terminate employment shall receive a lump sum payment for the annual leave balance credit accumulated through the last full pay period prior to the employees' separation.

XVII.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.

XVIII. 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.

XIX. 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.

XX. 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.

XXI. Union Leave

A. <u>Conferences and Seminars</u> -- 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. <u>Leave for Negotiations</u> -- 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. <u>Union President</u> -- 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.

XXII. 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.

XXIII. 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.

Notwithstanding the previous paragraph, during FY96 (July 1, 1995 through June 30, 1996) employees covered by this Salary Schedule will not receive the clothing allowance referenced in the preceding paragraph.

Further, the parties recognize and agree that the issue of a clothing allowance during FY97 is subject to negotiation.

XXIV. 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.

XXV. 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.

XXVI. 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.

XXVII. 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.

XXVIII. 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.

XXIX. Social Security

Effective January 1, 1995, 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 \$61,200, 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.

XXX. 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.

XXXI. Worker's Compensation

The County will provide at its own cost all benefits due to an employee pursuant to the Maryland Workers' Compensation Law, Article 101, Annotated Code of Maryland.

XXXII. <u>Incentive Awards</u>

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.

XXXIII. 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.