COUNTY COUNCIL OF PRINCE GEORGE'S COUNTY, MARYLAND 2025 Legislative Session Resolution No. CR-045-2025 Proposed by The Chair (by request - County Executive) Introduced by Council Members Hawkins, Ivey, Dernoga, Harrison, Olson and Watson Date of Introduction April 15, 2025

RESOLUTION

A RESOLUTION concerning

Co-Sponsors

Compensation and Benefits,

International Association of Fire Fighters, AFL-CIO, Local 1619 (Civilians)

Salary Schedule H

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

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

WHEREAS, the Salary Plan must at this time be amended by the approval of Salary Schedule H to reflect the terms of the labor agreement by and between Prince George's County, Maryland and the International Association of Fire Fighters, AFL-CIO, Local 1619 (Civilians).

NOW, THEREFORE, BE IT RESOLVED by the County Council of Prince George's County, Maryland, that Salary Schedule H submitted and recommended by the County Executive on April 4, 2025 which is attached hereto and made a part hereof, setting forth the following modifications: cost of living adjustments, merit increases, top of grade lump sum payments and a hold harmless benefit calculation, be and the same is hereby approved.

BE IT FURTHER RESOLVED that this Resolution shall take effect on the day it is adopted and that, unless stated otherwise in a specific provision of the Salary Schedule, shall be retroactively effective to July 1, 2024.

Adopted this <u>27th</u> day of <u>May</u>, 2025.

COUNTY COUNCIL OF PRINCE GEORGE'S COUNTY, MARYLAND

(d

BY:

Edward P. Burroughs III Chair

ATTEST:

Down J. Brown

Donna J. Brown Clerk of the Council

CR-045-2025 (DR-1)

SALARY SCHEDULE H

SCHEDULE OF PAY GRADES

INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS LOCAL 1619 CIVILIANS

PRINCE GEORGE'S COUNTY, MARYLAND

EFFECTIVE JULY 1, 2024 - JUNE 30, 2026

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1. SALARY SCHEDULES

SALARY SCHEDULE H EFFECTIVE FEBRUARY 23, 2025 – 2.5% COLA FIRE/EMS DEPARTMENT CIVILIAN EMPLOYEES PRINCE GEORGE'S COUNTY, MARYLAND

GRADE		MINIMUM	MAXIMUM
H02	HOURLY	10.0133	25.4270
	BIWEEKLY	801.06	2034.16
	ANNUAL	20,828	52,888
Н03	HOURLY	10.4927	26.6650
	BIWEEKLY	839.42	2133.20
	ANNUAL	21,825	55,463
H04	HOURLY	10.9955	27.9649
	BIWEEKLY	879.64	2237.19
	ANNUAL	22,871	58,167
H05	HOURLY	11.5237	29.3296
	BIWEEKLY	921.90	2346.37
	ANNUAL	23,969	61,006
H06	HOURLY	12.0785	30.7624
	BIWEEKLY	966.28	2461.00
	ANNUAL	25,123	63,986
H07	HOURLY	12.6598	32.2663
	BIWEEKLY	1012.78	2581.30
	ANNUAL	26,332	67,114
H08	HOURLY	12.9476	33.0213
	BIWEEKLY	1035.81	2641.71
	ANNUAL	26,931	68,684
H09	HOURLY	13.9136	35.5058
	BIWEEKLY	1113.08	2840.47
	ANNUAL	28,940	73,852
H10	HOURLY	14.5877	37.2483
	BIWEEKLY	1167.01	2979.86
	ANNUAL	30,342	77,476

GRADE		MINIMUM	MAXIMUM
H11	HOURLY	15.2952	39.0777
	BIWEEKLY	1223.61	3126.22
	ANNUAL	31,814	81,282
H12	HOURLY	16.0387	40.9975
	BIWEEKLY	1283.10	3279.80
	ANNUAL	33,361	85,275
H13	HOURLY	16.8184	43.0144
	BIWEEKLY	1345.47	3441.15
	ANNUAL	34,982	89,470
H14	HOURLY	17.6378	45.1318
	BIWEEKLY	1411.02	3610.54
	ANNUAL	36,687	93,874
H15	HOURLY	18.4980	47.3549
	BIWEEKLY	1479.84	3788.39
	ANNUAL	38,476	98,498
H16	HOURLY	19.4018	49.6894
	BIWEEKLY	1552.14	3975.15
	ANNUAL	40,356	103,354
H17	HOURLY	20.3501	52.1404
	BIWEEKLY	1628.00	4171.23
	ANNUAL	42,328	108,452
H18	HOURLY	21.3461	54.7140
	BIWEEKLY	1707.69	4377.12
	ANNUAL	44,400	113,805
H19	HOURLY	22.3914	57.4167
	BIWEEKLY	1791.31	4593.33
	ANNUAL	46,574	119,427
H20	HOURLY	23.4898	60.2545
	BIWEEKLY	1879.18	4820.36
	ANNUAL	48,859	125,329

GRADE		MINIMUM	MAXIMUM
H21	HOURLY	24.6423	63.2327
	BIWEEKLY	1971.38	5058.62
	ANNUAL	51,256	131,524
H22	HOURLY	25.8526	66.3620
	BIWEEKLY	2068.21	5308.96
	ANNUAL	53,773	138,033
H23	HOURLY	27.1239	69.6459
	BIWEEKLY	2169.91	5571.67
	ANNUAL	56,418	144,863
H24	HOURLY	28.4582	73.0956
	BIWEEKLY	2276.66	5847.65
	ANNUAL	59,193	152,039
H25	HOURLY	29.8600	76.7169
	BIWEEKLY	2388.80	6137.35
	ANNUAL	62,109	159,571
H26	HOURLY	31.3307	80.5195
	BIWEEKLY	2506.46	6441.56
	ANNUAL	65,168	167,480
H27	HOURLY	32.8762	84.5118
	BIWEEKLY	2630.09	6760.94
	ANNUAL	68,382	175,784

The Minimum and Maximum rates are the March 24, 2024 rates multiplied by 1.025%. 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 2,080 and rounded to the nearest dollar.

SALARY SCHEDULE H EFFECTIVE FEBRUARY 22, 2026 – 2.5% COLA FIRE/EMS DEPARTMENT CIVILIAN EMPLOYEES PRINCE GEORGE'S COUNTY, MARYLAND

GRADE		MINIMUM	MAXIMUM
H02	HOURLY	10.2636	26.0627
	BIWEEKLY	821.09	2085.02
	ANNUAL	21,348	54,210
H03	HOURLY	10.7550	27.3316
	BIWEEKLY	860.40	2186.53
	ANNUAL	22,370	56,850
H04	HOURLY	11.2704	28.6640
	BIWEEKLY	901.63	2293.12
	ANNUAL	23,442	59,621
H05	HOURLY	11.8118	30.0628
	BIWEEKLY	944.95	2405.03
	ANNUAL	24,569	62,531
H06	HOURLY	12.3805	31.5315
	BIWEEKLY	990.44	2522.52
	ANNUAL	25,751	65,586
H07	HOURLY	12.9763	33.0730
	BIWEEKLY	1038.10	2645.84
	ANNUAL	26,991	68,792
		12 (021	24 (020
H08	HOURLY	13.6031	34.6930
	BIWEEKLY	1088.25	2775.44
	ANNUAL	28,294	72,162
H09	HOURLY	14.2614	36.3935
П 09		1140.91	2911.48
	BIWEEKLY ANNUAL	29,664	75,698
		27,004	15,070
H10	HOURLY	14.9523	38.1795
	BIWEEKLY	1196.19	3054.36
	ANNUAL	31,101	79,413

GRADE		MINIMUM	MAXIMUM
H11	HOURLY	15.6775	40.0547
	BIWEEKLY	1254.20	3204.37
	ANNUAL	32,609	83,314
H12	HOURLY	16.4397	42.0224
	BIWEEKLY	1315.18	3361.79
	ANNUAL	34,195	87,407
H13	HOURLY	17.2388	44.0897
	BIWEEKLY	1379.11	3527.18
	ANNUAL	35,857	91,707
H14	HOURLY	18.0787	46.2601
	BIWEEKLY	1446.30	3700.81
	ANNUAL	37,604	96,221
H15	HOURLY	18.9605	48.5388
	BIWEEKLY	1516.84	3883.10
	ANNUAL	39,438	100,961
H16	HOURLY	19.8868	50.9316
	BIWEEKLY	1590.94	4074.53
	ANNUAL	41,365	105,938
H17	HOURLY	20.8588	53.4439
	BIWEEKLY	1668.70	4275.51
	ANNUAL	43,386	111,163
		21.0505	56.0010
H18	HOURLY	21.8797	56.0819
	BIWEEKLY	1750.38	4486.55
	ANNUAL	45,510	116,650
		22.0512	<u> </u>
H19	HOURLY	22.9512	58.8521
	BIWEEKLY	1836.10	4708.17
	ANNUAL	47,739	122,412
H20	HOURLY	24.0770	61.7609
1120	BIWEEKLY	1926.16	4940.87
	ANNUAL	50,080	128,463
			120,105
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GRADE		MINIMUM	MAXIMUM
H21	HOURLY	25.2583	64.8135
	BIWEEKLY	2020.67	5185.08
	ANNUAL	52,537	134,812
H22	HOURLY	26.4989	68.0211
	BIWEEKLY	2119.91	5441.69
	ANNUAL	55,118	141,484
H23	HOURLY	27.8020	71.3870
	BIWEEKLY	2224.16	5710.96
	ANNUAL	57,828	148,485
H24	HOURLY	29.1697	74.9230
	BIWEEKLY	2333.58	5993.84
	ANNUAL	60,673	155,840
H25	HOURLY	30.6065	78.6348
	BIWEEKLY	2448.52	6290.79
	ANNUAL	63,662	163,560
H26	HOURLY	32.1140	82.5324
	BIWEEKLY	2569.12	6602.60
	ANNUAL	66,797	171,667
H27	HOURLY	33.6981	86.6246
	BIWEEKLY	2695.85	6929.97
	ANNUAL	70,092	180,179

The Minimum and Maximum rates are the February 23, 2025 rates multiplied by 1.025%. 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 2,080 and rounded to the nearest dollar.

2. MIN-MAX SYSTEM:

A. The min-max system in effect for all members of the bargaining unit will be replaced by the following modified "min-max" system.

1. Effective July 1, 1994:

a. 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 job classifications listed in Article I of the Agreement.

b. 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 grade on his/her anniversary date at the rate of one (1) step per year provided that he/she receives a satisfactory performance evaluation for the preceding year.

c. (1) If, upon the granting of a three and one-half percent (3.5%) 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.

(2) 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.

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. The maximum pay rate at each grade will be increased by an additional five percent (5%) on July 1, 1994.

g. Employees covered by this salary schedule 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.

B. Effective July 1, 2019 the maximum pay rates will be increased by three and one-half percent (3.5%).

C. 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.

D. FY 2023 -- Effective July 1, 2022, the maximum pay rates will be increased by three and

one-half percent (3.5%).

E. FY 2024 -- Effective July 1, 2023, the maximum pay rates will be increased by three and one-half percent (3.5%).

NOTE: Prior Sections A.1.h through A.9. have been archived. See CR-78-2017. The lettering herein has been modified for continuity purposes.

3. COST OF LIVING ADJUSTMENTS

FY 2025 - Effective the first full pay period following February 23, 2025, employees covered by this agreement will receive a two and one-half percent (2.5%) increase in their base hourly rate of pay.

FY 2026 - Effective the first full pay period following February 22, 2026, employees covered by this agreement will receive a two and one-half percent (2.5%) increase in their base hourly rate of pay.

4. MERIT INCREASES

a. Employees covered by this Agreement who are otherwise eligible to receive a merit increase during the period from July 1, 2013 through June 30, 2014, will receive it up to the maximum of the applicable pay grade.

b. Employees covered by this Agreement who are otherwise eligible to receive a merit increase during the period from July 1, 2014 through June 30, 2015, will receive it up to the maximum of the applicable pay grade.

c. Employees covered by this Agreement who are otherwise eligible to receive a merit increase during the period from July 1, 2012 through June 30, 2013, (i.e. Fiscal year 2013) will receive the merit increase, up to the maximum of the applicable pay grade, effective the first full pay period beginning on or after October 1, 2014. There will be no retroactive payment for this merit increase.

d. Employees covered by this agreement who are eligible to receive a merit increase in FY 2016 will not receive it during FY 2017.

e. Employees covered by this Agreement who are otherwise eligible to receive a merit increase during FY2017, will receive that merit step effective on their anniversary date during FY 2018 (from July 1, 2017 through June 30, 2018).

f. Employees covered by this Agreement who are otherwise eligible to receive a merit increase during FY2018, will receive that merit step effective on their anniversary date during FY 2018 (from July 1, 2017 through June 30, 2018).

g. There shall be no retroactive payments and no other merit increases will be paid for the duration of this agreement.

h. Employees covered by this Agreement who are otherwise eligible to receive a merit increase during the period from July 1, 2018 through June 30, 2019 (i.e. Fiscal Year 2019), will

receive that merit increase on their anniversary date in FY2019.

i. Employees covered by this Agreement who are otherwise eligible to receive a merit increase during the period from July 1, 2019 through June 30, 2020 (i.e. Fiscal Year 2020), will receive that merit increase on their anniversary date in FY2020

j. 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.

k. 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 FY 2022.

l. Employees covered by this Agreement, who are otherwise eligible to receive a merit increase from July 1, 2022 through June 30, 2023 (i.e. Fiscal Year 2023), will receive a regular merit increase on their original hire anniversary date in FY 2023.

m. Employees covered by this Agreement, who are otherwise eligible to receive a merit increase from July 1, 2023 through June 30, 2024 (i.e. Fiscal Year 2024), will receive a regular merit increase on their original hire anniversary date in FY 2024.

n. Employees covered by this Agreement, who are otherwise eligible to receive a merit increase from July 1, 2024 through June 30, 2025 (i.e. Fiscal Year 2025), will receive a regular merit increase on their original hire anniversary date in FY 2025.

o. Employees covered by this Agreement, who are otherwise eligible to receive a merit increase from July 1, 2025 through June 30, 2026 (i.e. Fiscal Year 2026), will receive a regular merit increase on their original hire anniversary date in FY 2026.

5. LUMP SUM PAYMENTS TO TOP OF GRADE EMPLOYEES

Employees covered by this Agreement who are at the maximum for their pay grade and are actively employed by the Department on July 1, 2024, will receive a lump sum payment of one and one-half percent (1.5%). This calculation shall be made based on the employee's base salary paid the first full pay period following July 1, 2024. This payment will be effective the first full pay period after August 1, 2024.

Employees covered by this Agreement who are at the maximum for their pay grade and are actively employed by the Department on July 1, 2025, will receive a lump sum payment of one and one-half percent (1.5%). This calculation shall be made based on the employee's base salary paid the first full pay period following July 1, 2025. This payment will be effective the first full pay period after August 1, 2025.

The lump sum payment is considered regular earnings for income, withholding, and employment tax purposes. The payment will not be added to the employee's base salary. These payments are not considered "regular earnings" for retirement/life insurance purposes and employees will not receive any retirement/life insurance benefits based on these payments.

6. WORKWEEK

The workweek is the seven (7) consecutive day period commencing at 12.01 a.m. Sunday, and ending the following Saturday at midnight.

7. HOURS OF WORK

A. The normal work shift for full-time employees covered by this Salary Schedule will be between 0800 and 1700 hours, Monday through Friday, unless on shift work or alternative work schedule.

B. <u>Breaks</u>

Breaks will be scheduled at times designated by the supervisor on duty.

8. **OVERTIME PAY**

A. Provided the employee is in a 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 (40) shall have the option of receiving pay at the rate of one and one-half (1.5) hours for each overtime hour worked or, with management approval, the option of receiving compensatory time at the rate of one and one-half (1.5) hours for each overtime hour worked. Employees will be given the opportunity to use compensatory time earned for overtime pursuant to departmental procedures.

B. Calculation of Overtime

Each hour of overtime shall be compensated as follows:

0-7 minutes	No compensation
8-22 minutes	One-quarter hour wages at 1.5 times
23-37 minutes	One-half hour wages at 1.5 times
38-52 minutes	Three-quarter hour wages at 1.5 times
53-67 minutes	One (1) hour of wages at 1.5 times

9. ALTERNATIVE WORK SCHEDULES

Employees will be given an opportunity to participate in the Alternative Work Schedule (AWS) Program as described in the Prince George's County Fire/EMS Department H-Scale Employee's Alternate Work Schedule (AWS) Program dated March 2, 2000.

10. SHIFT DIFFERENTIAL

Effective the first full period beginning on or after County Council's enactment of this agreement, 2017, a shift differential of two dollars (\$2.00) per hour shall be paid to any employee whose regularly assigned tour of duty requires them to work between the hours of 6 p.m. to 6 a.m.

No shift differential will be considered to be a part of the employee's base rate, nor shall it be

applied to pay for non-productive hours such as holiday pay, annual and sick leave pay nor shall it be used for the purpose of computing retirement deductions or for retirement or insurance benefits.

11. 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 authority of 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 or disciplinary procedures that affect the employee. 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.

12. EARLY REPORTING TIME

A. 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 beginning with his/her regular starting time.

B. The provision of Section 9, <u>Call-Back Pay</u>, shall apply to an employee called in to work less than two (2) hours immediately before his/her regularly schedule starting time.

13. ACTING PAY

When an employee assumes a higher rank in an acting capacity for a period greater than fourteen (14) consecutive days, he/she shall be paid at a rate which is ten percent (10%) above his/her regular rate of pay, 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 equal rank to that position, who is permanently assigned to that office/bureau.

14. HOLIDAYS AND HOLIDAY PAY

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

New Year's Day	Native American Day
Martin Luther King Jr.'s Birthday	Veteran's Day
Washington's Birthday	Thanksgiving Day
Memorial Day	Christmas Day
Juneteenth Day	Presidential Inauguration Day (every 4 years)
Independence Day	County Employee's Appreciation Day

Labor Day	Fire Fighter Recognition Day (Friday
	before the observance of Memorial Day)

B. If an employee works on a designated holiday, 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 and the employee shall not receive an additional day off.

15. STANDBY DUTY

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

Monday 0700 - Friday 1500 Friday 1500 - Monday 0700

B. A bargaining unit employee required by the Fire Chief or his/her 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 compensator 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.

C. 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.

16. 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.

17. CLOTHING ALLOWANCE

Effective, July 1, 2019, Fire Inspectors, Fire Investigators, Training Academy Instructors, Heavy Equipment Mechanics, Master Equipment Mechanics, Supply Technicians, Breathing Air Technicians, and Garage Supervisors, covered by this Agreement shall receive a clothing allowance of eight hundred and fifty dollars (\$850.00) per year. 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. The County will provide fire inspectors with uniforms, safety equipment (including safety shoes and goggles) and overalls. The County will also provide heavy equipment mechanics and master equipment mechanics uniforms, safety shoes and mechanic tools. The Fire/EMS Department will also maintain the mechanics tools.

Effective July 1, 2022, three (3) uniform shirts will be issued per year to employees assigned to Community Relations, Logistics & Facilities Management and Technology & Information Services.

18. PREMIUM PAY

A. Effective July 1, 2012, heavy equipment mechanics and master equipment mechanics shall receive a premium of ten cents (\$0.10) per hour for each Automotive Service Excellence (ASE) certification in either the test series for Automobile (A1 through A8) and Self Contained Breathing Apparatus (SCBA), Medium/Heavy Truck (T1 through T8), or the advanced level series L1 and L2. The premium shall be added to the base hourly wage at the time. Failure to maintain a certificate will result in forfeiture of the premium pay.

B. Effective July 1, 2012, employees who are assigned to the Fire/EMS Training Academy and certified as instructors through the Maryland Instructor Certification Review Board (MICRB) shall receive one and one half percent (1 ½ %) above their regular rate of pay and each employee must maintain their certification in accordance with the guidelines set forth by the State of Maryland. This compensation is not considered part of the employee's base pay.

C. Effective July 1, 2017, employees who are assigned, or detailed for a period greater than fourteen (14) consecutive days, to the Office of the Fire Marshal and are certified as Fire Investigators, Fire Inspectors, Law Enforcement Officers and/or Canine Handlers shall receive one and one half percent ($1 \frac{1}{2} \%$) above their regular rate of pay for each specialty. Each employee must maintain annual certification requirements for each specialty. This compensation is not considered part of the employee's base pay.

19. SICK LEAVE

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

20. ANNUAL LEAVE

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

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 Subsection 1., above, or in excess of the one hundred thirty (130) days maximum allowed in the first paragraph of former Section 6.2 of the Agreement.

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

21. SICK AND ANNUAL LEAVE DISPOSITION UPON SEPARATION

A. Effective beginning with the 1997 leave year (i.e. January 5, 1997), the annual and sick leave balances accumulated by an employee shall, upon the employee's separation from employment, with proper notice of separation, be liquidated in the following manner:

1. The employee may elect to retain all or any portion of the employee's sick and annual leave balances credited to the employee's leave record for the period of time equal to the employee's eligibility for reappointment as determined in accordance with Section 16-148(a)(8).

2. The employee may elect to apply all or any portion of the employee's sick and annual leave balances to employment elsewhere, provided another employer has agreed to accept accumulated sick or annual leave balances for credit on behalf of the employee.

3. The employee may elect to receive cash payment for all or any portion of the employee's annual leave balance in an amount equal to the total number of unused annual leave hours multiplied by the employee's final base hourly rate of pay, subject to the following:

a. Upon separation from employment, employees who participate in the Maryland State Retirement Systems (MSRS) may elect to receive a cash payment for the remainder of their annual leave hours that were accumulated as of the end of the 1996 leave year or up to three hundred sixty (360) hours of accumulated annual leave, whichever is greater. Any remaining amount would be converted to sick leave and could be applied to purchase MSRS pension credit at the applicable rate.

4. Upon separation from employment for non-disciplinary reasons (including but not limited to retirement, disability and death), eligible employees will receive cash payment for unused sick leave accumulated as of the end of the 1996 leave year at 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 January 1, 1997. However, if a fire fighter with less than twenty (20) years of actual service terminates employment as a result of death or disability, he/she shall receive a fifty percent (50%) cash-out of unused accumulated sick leave as of the end of the 1996 leave year.

5. For individuals who participate in the MSRS plan, sick leave earned beginning with the first pay period in the 1997 leave year is not subject to cash payment but may be used to purchase MSRS pension credit at the applicable rate.

6. Notwithstanding any provision in this Section to the contrary, an employee who is involuntarily separated from employment with the County for disciplinary reasons is not entitled to any payment for unused sick leave.

22. 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/her designee and such approval shall not be unreasonably withheld. The County Fire Chief has the right to set reasonable limits on such leave.

23. PERSONAL LEAVE

Twenty-eight (28) hours of paid personal leave per leave year, including the four (4) hours in lieu of the former General Election Holiday, 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. Personal leave may be taken in increments of one (1) hour.

24. 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, mother and father-in-law, 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.

25. DISCRETIONARY LEAVE

A. Employees covered by this Salary Schedule are eligible for and may take one (1) day of discretionary leave per leave year. Discretionary leave may be taken in increments and must be taken with reasonable advance notice and approved prior to use. A day of discretionary leave, like a day of holiday leave, shall consist of the number of hours in the employee's regularly scheduled work shift.

B. Employees covered by this Salary Schedule who have been employed as employees of Prince George's County for ten (10) or more years shall be eligible for one (1) day of discretionary leave per leave year in addition to the one (1) day of discretionary leave described in the above paragraph A, subject to the same limitations described in that paragraph.

C. Employees covered by this Salary Schedule who have been employed as employees of Prince George's County for fifteen (15) or more years shall be eligible for two (2) days of discretionary leave per leave year in addition to the one (1) day of discretionary leave described in the above paragraph A, subject to the same limitations described in that paragraph.

D. Employees who are receiving a pension for previous County service are prohibited from counting their pensioned years of service for paragraphs A., B., and C. above.

26. ADDITIONAL LEAVE PROVISION

In the event the County Executive closes the County offices for an entire day, or any portion thereof, because of extreme inclement weather, other emergencies producing hazardous conditions, or for any other reason which may prevent County employees from reporting to work or which may require early release from work, those employees required by the Fire/EMS Department to perform duties during the period that the County offices are closed will be entitled to receive one (1) hour of compensatory time for each hour worked each day during the emergency (not to exceed ten (10) hours per employee per twenty-four (24) hour period), in addition to any pay to which they are entitled for that period.

27. 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 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.

B. <u>Leave for Negotiations</u> - Employees (not to exceed three (3) 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 and one (1) additional employee selected by the President shall be granted administrative leave with pay as may be required for the purpose of discharging official duties of the Union. As used in this Article, "additional member" is the same person granted release from full-duties to perform work on behalf of IAFF Local 1619-- Sworn Unit.

28. SICK LEAVE BANK

A. The Union shall have the right to maintain a "Sick Leave Bank" for the employees covered by this Salary Schedule. Such sick leave shall be accumulated through voluntary donations of sick leave by bargaining unit members. This leave may then be transferred to the account of another bargaining unit member with a zero annual and sick leave balance. Use of such transferred leave shall be limited to sickness or disability which incapacitates the employee.

B. The administration of this leave bank shall be the responsibility of the Union. The parties agree to develop an agreed to form to be used for transferring sick leave under this provision. The County agrees to maintain the records of the sick leave bank and shall only transfer sick leave from this bank to the account of an employee upon receiving written authorization from the Union.

C. The parties agree to participate in a Joint Study Committee in Fiscal Year 2004, to establish a policy for handling the Sick Leave Bank. A final report shall be submitted by March 31, 2004.

29. DISABILITY LEAVE

A. When an employee covered by this Salary Schedule has been determined to be temporarily totally disabled or medically capable of only working in a light-duty status by his/her physician or by the County Fire Chief due to an injury or illness sustained directly in the performance the employee's work, the employee will be placed on disability leave until the earlier of:

1. Medical Review Officer determines that the employee is medically capable of working in a full duty or light-duty status. In the case of the latter, the employee will only be entitled to four (4) hours of disability leave for related medical appointments;

2. The employee's physician determines that the employee is medically capable of working in a full duty or light-duty status. In the case of the latter, the employee will only be entitled to four (4) hours of disability leave for related medical appointments); or

3. Until the disability leave period expires as set forth in Personnel Law Section 16-224.

B. The employee will not be charged with using his/her own accrued leave until such time as one of the conditions identified above has occurred. Unless expressly modified by provisions of this section, all other provisions of Personnel Law Section 16-224 or applicable Personnel Procedures shall continue to govern disability leave for employees covered by this Salary Schedule.

30. ADMINISTRATION OF LEAVE

Except as otherwise modified by this Salary Schedule, the provisions governing the administration of leave are specified in Division 17 of the Personnel Law and Administrative Procedure 284.

31. GROUP HEALTH INSURANCE

A. The County shall contribute seventy percent (70%) to the cost of the County's preferred provider health insurance plan for any employee who elects to participate in the program and participating employees shall contribute the remaining thirty (30%).

B. The County shall contribute seventy five percent (75%) to the cost of a prepaid group health plan or Health Maintenance Organization (HMO) for any employee who elects to participate in the program and participating employees shall contribute the remaining twenty five percent (25%).

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. The County shall contribute eighty five percent (85%) to the County's deductible prescription drug and vision care programs for any employee who elects to participate in either program and participating employees will contribute the remaining fifteen percent (15%). Employees who choose not to enroll in the Prescription Drug Plan may choose to receive a credit instead.

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

F. 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.

G. Employees may contribute up to the maximum amount permitted by the IRS in a dependent flexible spending account and up to the maximum amount permitted by the IRS in a medical flexible spending account.

32. LIFE INSURANCE

A. 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 two hundred thousand dollars (\$200,000). Employees may choose to increase their life insurance from one (1) to four (4) times their annual salary up to a total of one million dollars (\$1,000,000) 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 at one (1) times their annual salary and receive a credit.

B. Effective July 1, 2017, the County shall pay a death benefit of thirty thousand dollars (\$30,000.00) upon the death of any employee covered by this Salary Schedule whose death results from an accidental personal injury arising out of and in the course of his/her employment.

33. 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.

34. **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.

35. SUPPLEMENTAL RETIREMENT BENEFIT

A. <u>Benefit Accrual and Amounts</u>

1. Effective July 1, 1992, employees covered by this Salary Schedule shall commence participation in a supplemental retirement benefit program. The supplemental retirement program will be jointly funded through County and employee contributions as described in paragraph d (Funding) below. The rate of accrual and amount of the benefit payable under this program are determined as follows:

a. Benefit accrual is at the rate of 0.6% times the number of years of actual

and continuous service the employee has as a full-time Prince George's County employee, to a maximum of twenty-five (25) years of actual and continuous service, multiplied by the employee's average annual compensation, as determined pursuant to paragraph E, below.

b. Pursuant to paragraph a., above, the maximum benefit payable to any eligible employee is fifteen percent (15%) of the employee's average annual compensation, as determined pursuant to paragraph e, below.

B. <u>Vesting</u>

1. <u>Minimum Continuous Service Requirements</u>

No employee covered by this Salary Schedule shall be entitled to any benefit described in this Section until the employee has completed a minimum of five (5) years of actual and continuous service as an employee for Prince George's County.

2. <u>Vested Benefit</u>

An employee completing the minimum continuous service requirements of paragraph B.1., above, shall be entitled to receive a monthly benefit as determined pursuant to paragraph A.1.a., above; provided, however, that no employee terminated for disciplinary reasons will be entitled to any benefit under this Section.

C. <u>Benefit Payment</u>

The benefit accrued by an employee under either paragraphs A or B, above, shall not be payable until retirement at the earlier of age fifty-five (55) and fifteen (15) years of service or age sixty-two (62) and five (5) years of service; or after thirty (30) years of service regardless of age.

D. <u>Funding</u>

Except for the cost of the benefit increase effective June 30, 2001, as provided in paragraph G, below--which cost shall be the responsibility of the County--the cost of funding this supplemental retirement plan for all participating employees, as determined by the Plan's actuary, will be shared on an equal basis by the employees and the County through regular contributions each pay period.

E. <u>Definitions</u>

1. <u>Actual Service</u> means service while employed as an employee of Prince George's County.

2. <u>Average Annual Compensation</u> means an amount computed by dividing by three the compensation actually received by an employee during whatever period of thirty-six (36) consecutive months of continuous service will provide the largest total compensation for any such period.

3. <u>Compensation</u> means the basic compensation actually received by an employee for service rendered as an employee for Prince George's County, excluding any overtime or other premium pay, bonuses or other additional compensation.

4. <u>Continuous Service</u> means the most recent unbroken period of employment as an employee of Prince George's County.

F. <u>Representative on Supplemental Pension Board</u>

Effective when this Salary Schedule is enacted into law, International Association of Fire Fighters Local 1619 shall nominate one (1) representative to the Board of Trustees of the Fire Fighters Supplemental Pension Plan to the County Executive.

G. <u>Pension Plan Modifications effective in FY13</u>

The Plan will be modified to incorporate the changes adopted by the Maryland State Retirement and Pension System that pertain to employees covered by this Salary Schedule, which went into effect July 1, 2011. Specifically, employees hired on or after July 1, 2012 will be subject to the following Supplemental Plan modifications:

Vesting/Minimum Continuous Service Requirement: 10 years eligibility service

Average Annual Compensation: Average of the five (5) highest consecutive years

<u>Benefit Payment</u>: The benefit accrued by an employee shall not be payable until retirement at the earlier of: (1) Rule of 90 (sum of age and eligibility service must equal 90); (2) Age 65 with 10 years of eligibility service; or (3) Age 60 with 15 years eligibility service.

H. Hold Harmless Benefit Calculation:

For any employee covered by this Agreement who retires during the period July 1, 2024 through June 30, 2026, "Average Annual Compensation" as that term is defined in the Supplemental Retirement Plan, will be calculated as if the employee had received all merit step increases the employee would have otherwise been eligible to receive during the period covering Fiscal Years 1996 through 2026.

I. IRS Pickup Plan

1. The County shall pick up, within the meaning of Section 414(h) (2) of the Internal Revenue Code, the employee contributions required by Section D (Funding) hereof. Such amounts:

a. 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;

b. shall reduce the taxable compensation of the employee in an amount that equals the employee contributions picked up by the County;

c. shall be paid by the County from the same source of funds that is used to pay compensation to the employee;

d. 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.

2. 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.

NOTE: Prior Sections G through I have been archived. See CR-78-2017. The lettering herein has been modified for continuity purposes.

36. SOCIAL SECURITY

A. The County is required to comply with the Federal Insurance Contribution Act (FICA) that provides for a federal system of old-age, survivors, disability (Social Security or OASDI), and hospital (Medicare or HI) insurance. Effective January 1, 2012, each employee paid in accordance with this salary schedule shall make contributions of 4.2% to the social security fund (FICA-OASDI) up to the wage base limit of one hundred ten thousand one hundred dollars (\$110,100.00); and 1.45% to the Medicare fund (FICA-HI) on all wages paid. 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.

37. MILITARY LEAVE

Any employee called up to active military service in response to the terrorist attacks on September 11, 2001, the resultant war on terrorism or other military action 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 of pay, without the exhaustion of the employee's annual, personal and compensatory leave balances. 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 March 1, 2023.

38. 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 operations of this provision.

39. WORKERS' 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.

40. 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.

41. TRAINING CERTIFICATION PAY

A. Effective the first full pay period in July 2017, Employees covered by this Agreement who are Maryland Emergency Medical Services providers shall receive an annual Training Certification pay as follows:

1. Emergency Medical Responder (EMR): four hundred (\$400.00) dollars per year.

2. Emergency Medical Technician Basic (EMT-B) five hundred (\$500.00) dollars per year.

3. Emergency Medical Technician Paramedic (EMT-P) seven hundred and fifty (\$750.00) dollars per year.

B. The Department will provide at least one (1) initial Emergency Medical Responder Course and at least one (1) refresher for the Emergency Medical Responder Course each fiscal year so long as there are five (5) employees registered and in attendance for each course.

C. For the purpose of this Article, any employee who has an emergency medical certification recognized by the State of Maryland that is higher than Emergency Medical Responder may also receive this pay as outlined in Section 13.3A of the collective bargaining agreement for FY19 and FY20.

D. Employees receiving the annual Training Certification Pay shall be required to maintain annual refresher certification requirements as outlined by the State of Maryland and the Fire/EMS Department. Employees will provide proof annually to the Fire/EMS Department that they have met the certification requirements.

42. WELLNESS AND FITNESS

A. The Department will provide the initial training for at least one (1) "Peer Fitness Trainer."

B. Peer Fitness Trainers shall be compensated at a rate of one and one-half percent (1 ½%) above their regular base rate of pay. This is inclusive of compensation for maintaining certification and shall be considered part of the employee's base rate of pay (for the purposes of overtime). The Peer Fitness Trainer must complete the required continuing education on their own time and at their own expense.

C. The Department will provide the employees covered by this Agreement administrative leave for physical fitness up to a maximum of one and one half $(1\frac{1}{2})$ hours per day, no more than two (2) days a week for physical fitness. The physical fitness should be coordinated with the supervisor and completed while on duty.

43. 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.