

**COUNTY COUNCIL OF PRINCE GEORGE'S COUNTY, MARYLAND
2017 Legislative Session**

Bill No. CB-112-2017

Chapter No. 91

Proposed and Presented by The Chairman (by request – County Executive)

Introduced by Council Members Davis, Glaros, Franklin, Harrison, Patterson, Taveras,
Toles and Turner

Date of Introduction October 17, 2017

BILL

1 AN ACT concerning

2 Collective Bargaining Agreement – International Association of
3 Fire Fighters, AFL-CIO, Local 1619
4 (Civilians)

5 For the purpose of approving the labor agreement by and between Prince George’s County,
6 Maryland and the International Association of Fire Fighters, AFL-CIO, Local 1619 (Civilians) to
7 provide for wages and certain other terms and conditions of employment for personnel
8 classifications certified by the Prince George’s County Public Employee Relations Board.

9 BY repealing and reenacting with amendments:

10 SUBTITLE 16. PERSONNEL.
11 Section 16-233(f)(20),
12 The Prince George's County Code
13 (2015 Edition; 2016 Supplement).

14 SECTION 1. BE IT ENACTED by the County Council of Prince George's County,
15 Maryland, that Section 16-233(f)(20) of the Prince George's County Code be and the same is
16 hereby repealed and reenacted with the following amendments:

17 **SUBTITLE 16. PERSONNEL.**

18 **DIVISION 19. COLLECTIVE BARGAINING.**

19 **Sec. 16-233. General.**

20 (f) The following collective bargaining agreements are hereby adopted and approved.

21 **(20) Declaration of Approval – International Association of Fire Fighters, Local**
22 **1619, AFL-CIO (Civilians).**

1 The County Council of Prince George’s County, Maryland, having fully considered the labor
2 agreement concluded between Prince George’s County, Maryland and International Association
3 of Fire Fighters, Local 1619, AFL-CIO (Civilians), on September 20, 2017, hereby approves said
4 agreement for civilian employees in the Fire Department in accordance with the provisions of
5 Section 13A-109 of the Prince George’s County Code.

6 SECTION 2. BE IT FURTHER ENACTED that this Act shall take effect forty-five (45)
7 calendar days after it becomes law and that the Agreement, unless specifically stated otherwise
8 in a specific provision, shall be retroactively effective to July 1, 2017

Adopted this 14th day of November, 2017.

COUNTY COUNCIL OF PRINCE
GEORGE'S COUNTY, MARYLAND

BY: _____
Derrick Leon Davis
Chairman

ATTEST:

Redis C. Floyd
Clerk of the Council

APPROVED:

DATE: _____ BY: _____
Rushern L. Baker, III
County Executive

AGREEMENT MADE BY
AND BETWEEN
PRINCE GEORGE'S COUNTY, MARYLAND
AND
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS
LOCAL 1619
CIVILIAN BARGAINING UNIT
JULY 1, 2015 THROUGH JUNE 30, 2018

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PURPOSE

A. This Collective Bargaining Agreement (hereinafter the "Agreement") is entered into by Prince George's County, Maryland (hereinafter the "County") and Local 1619 International Association of Fire Fighters, AFL-CIO, (hereinafter the "Union" or the "IAFF"). It is the purpose of this Agreement to ensure that all work performed under it shall be performed efficiently, economically and without interruption.

B. In order to maintain a spirit of harmony, labor-management peace, and stability during the term of this Agreement, the parties agree to establish effective and binding methods for the settlement of all misunderstandings, disputes or grievances which may arise under the Agreement. Therefore, the IAFF agrees not to engage in any strike, and the County agrees not to engage in any lockout.

ARTICLE 1 -- RECOGNITION

A. The County recognizes the Union as the sole and exclusive bargaining agent of the civilian employees of the Prince George's County Fire/EMS Department in the units for which it was certified by the Prince George's County Public Employee Relations Board. (See Attachment A.)

B. Effective July 1, 2001, subject to an amendment of certification by the Public Employee Relations Board, Fire Inspector I and Fire Inspector II are added to Unit I of this bargaining unit, Fire Inspector Supervisor, Property Standards Inspector IV and Community Developer IV are added to Unit III of this bargaining unit, hereinafter referred to as Civilian Employees of the Prince George's County Fire/EMS Department. Effective July 1, 2005, subject to an amendment of certification by the Public Employee Relations Board, Heavy Equipment Mechanic I, II, and III are added to Unit I of this bargaining unit, Master Equipment Mechanic is added to Unit II; and Fire Inspector III is added to Unit III of this bargaining unit; hereinafter referred to as Civilian Employees of the Prince George's County Fire/EMS Department.

C. The provisions of this Agreement shall apply to all unit members unless otherwise specified.

ARTICLE 2 -- EQUAL EMPLOYMENT OPPORTUNITY

Section 2.1 Policy

A. It is the policy of the County to provide equal opportunities in employment; to prohibit discrimination in employment against any employee or applicant for employment because of race, age, color, religion, creed, sex, sexual orientation, political affiliation, country of national origin, disability, marital status, or labor organization affiliation; and to promote and implement a positive and continuing program of equal employment opportunity.

B. It is the policy of the Union that it shall not discriminate against any employee or cause or attempt to cause the County to discriminate against any employee because of race, age, color, religion, creed, sex, sexual orientation, political affiliation, country of national origin, disability, marital status or labor organization affiliation.

C. The provisions of this Agreement shall be applied equally to all employees without discrimination on the basis of race, color, creed, sex, sexual orientation, marital status, religion, union or political affiliation, country of origin, age or disability.

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. All employees covered by this Agreement who elect not to become members of the Union shall be required, as a condition of continued employment, to pay a monthly service fee in an amount not greater than the monthly dues paid by members of the Union, which fees shall be remitted to the Union.

Section 3.2 Check Off

A. Upon the 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 or service fee deduction duly executed by the employee, the Union shall be entitled to have such employees' membership dues or service fees 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.

B. The amounts to be deducted shall be certified to the County by the Treasurer of the Union, and the aggregate deductions of all employees shall be remitted monthly to the Union along with an itemized statement.

C. The Union agrees to hold harmless and indemnify the County for any liability arising from the application of this Article.

D. Except as otherwise expressly provided in this contract, the Employer will not seek to encourage or discourage Union membership.

Section 3.3 Conferences and Seminars

A. 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.

B. 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.

Section 3.4 Leave for Negotiations

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.

Section 3.5 Union President

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.

Section 3.6 Communication Distribution

Provided always that the distribution needs of the Fire/EMS Department be paramount, the Union will be permitted to use the Fire/EMS Department's courier service for distribution of official Union communications. The President of Local 1619 shall be designated as a distributee of information distributed to the fire service.

Section 3.7 Union Pins and Jackets

The employees shall be allowed to wear a pin and/or watch fob showing their Fire/EMS Department Union affiliation on the official Fire/EMS Department uniform. Employees may wear an IAFF jacket with their uniform to and from work.

Section 3.8 Non-participation in Volunteer Activities

No career employee shall be required to participate in fundraising activities of a volunteer corporation (for example: bingos, crab feasts, or any business that relates to private volunteer corporations).

Section 3.9 P.A.C. Deduction

The County agrees to deduct on a biweekly basis from the payroll checks of employees covered by this Agreement who so request in writing voluntary contributions to the Prince George's County Professional Fire Fighters P.A.C. fund. The Union agrees to indemnify and hold harmless the County from any loss or damage arising from the operations of this Article.

Section 3.10 Job Security

All employees covered by this Agreement, regardless of their tenure with the County will not be terminated from employment with Prince George's County for lack of work as the result of outside contractors or temporary employees carrying out the duties normally performed by those employees.

ARTICLE 4 -- MANAGEMENT RIGHTS

Except as specifically modified or restricted in this Agreement, the County reserves the right to determine the standards of service offered the public; to maintain the efficiency of the County's operations; to determine the methods, means and personnel by which the County's operations are to be conducted; to direct the work of its employees; to hire, promote, demote, transfer, assign and retain employees in positions; to suspend or discharge employees for just cause; to relieve employees from duty because of lack of work; and to take any action necessary to carry out the mission of the County.

ARTICLE 5 -- WAGES

Section 5.1 Wages

A. Fiscal Years 2016

1. Employees covered by this Agreement shall forego cost of living increases for Fiscal Year 2016.

2.

B. Fiscal Year 2017

1. Employees covered by this Agreement shall forego cost of living increases for Fiscal Year 2017.

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

C. Fiscal Year 2018

1. Employees covered by this Agreement shall receive a two percent (2%) Cost of Living (COLA) increase effective the first full pay period after October 1, 2017.

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

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

D. Wage Scale for Bargaining Unit Members

1. Effective July 1, 2017, the maximum pay rates will be increased by three and one-half percent (3.5%).

2. Amend the Pay Scale effective July 4, 1999, to supercede the modification effective July 1, 1998, described in the previous paragraph, and provide the following longevity steps:

a. L1 - Three percent (3%) above the maximum rate, to which an employee will be eligible to advance after completing seventeen (17) years of service.

b. L2 - Three percent (3%) above the L1 rate, to which an employee will be eligible to advance after completing nineteen (19) years of service.

c. L3 - Three percent (3%) above the L2 rate, to which an employee will be eligible to advance after completing twenty-two (22) years of service.

d. L4 - Three percent (3%) above the L3 rate, to which an employee will be eligible to advance after completing twenty-five (25) years of service.

e. L5 - Two and one-half percent (2.5%) above the L4 rate, to which an employee will be eligible to advance after completing twenty-eight (28) years of service.

3. The longevity steps, described above, will be phased in as follows:

a. Beginning in FY2000, advancement to a longevity step will be effective on an employee's anniversary date.

b. An employee at the maximum rate (or the current longevity rate), whose anniversary date falls between July 1 and July 3, 1999, and who has completed the required years of service for a longevity step (after subtracting two (2) years for lack of credit toward a merit increase during FY1996 and FY1997) will advance to the first (or next) longevity step, as appropriate, effective on July 4, 1999.

c. An employee, whose years of service (after subtracting two (2) years for lack of credit toward a merit increase during FY1996 and FY1997) would otherwise warrant his/her advancement by more than a single longevity step during FY2000, will only advance at the rate of one longevity step per fiscal year until the employee reaches the longevity step appropriate for his/her years of service (adjusted for two (2) years' lack of credit toward a merit increase during FY1996 and FY1997).

4. Effective July 1, 2001, amend the Pay Scale to provide for the following modifications:

a. The maximum rate in effect on June 30, 2001 is increased one and seven-tenths percent (1.7%).

5. Longevity Steps are adjusted as follows:

a. L1 - Three percent (3%) above the maximum rate, to which an employee will be eligible to advance after completing seventeen (17) years of service.

b. L2 - Three percent (3%) above the L1 rate, to which an employee will be eligible to advance after completing nineteen (19) years of service.

c. L3 - Three percent (3%) above the L2 rate, to which an employee will be eligible to advance after completing twenty-one (21) years of service.

d. L4 - Three percent (3%) above the L3 rate, to which an employee will be eligible to advance after completing twenty-three (23) years of service.

e. L5 - Three percent (3%) above the L4 rate, to which an employee will be eligible to advance after completing twenty-five (25) years of service.

f. L6 - Two and one-half percent (2.5%) above the L5 rate, to which an employee will be eligible to advance after completing twenty-seven (27) years of service.

6. Effective July 1, 2003, amend the Pay Scale to provide for the following modification:

L6 – Three percent (3%) above the L5 rate, to which an employee will be eligible to advance after completing twenty-seven (27) years of service.

7. Effective July 1, 2005, L6 will become the new maximum pay rate and will be increased by two and one-half percent (2.5%). There will no longer be steps L1 through L6, only minimum and maximum pay rates. Employees who are at max on July 1, 2005, will receive this increase on their anniversary date. Effective July 1, 2006, the maximum pay rate will be increased again by two and one-half percent (2.5%). Employees, who are at max on July 1 2006, will receive this increase on their anniversary date.

8. An employee, whose years of service (after subtracting two (2) years for lack of credit toward a merit increase during FY1996 and FY1997) would otherwise warrant his/her advancement by more than a single longevity step during FY2006 or FY2007, will only advance at the rate of one longevity step per fiscal year until the employee reaches the longevity step appropriate for his/her years of service (adjusted for two (2) years' lack of credit toward a merit increase during FY1996 and FY1997).

9. Effective July 1, 2008, the maximum pay rate will be increased by three and one-half percent (3.5%).

10. Effective November 17, 2013, the minimum and maximum pay rates will be increased by two percent (2%).

D. Shift Differential

1. Effective the first full pay period beginning on or after County Council 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.

2.

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.

E. 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.

F. Filling Vacancies

2. A "vacancy" is a permanent opening created by the termination, transfer,
3. promotion or retirement of an incumbent bargaining unit employee which the County intends to fill or which is created when the County determines its operational needs require additional bargaining unit employees. Whenever a vacancy occurs, and the County elects, in its discretion, to fill the vacancy through the competitive process, the County will advertise the specific position and the Department will inform bargaining unit employees through email notification. The Union at the same time will be notified of the vacancy in writing. Any employee covered by this Agreement may apply for any vacancy, as defined in this Section 5.1.F. The Department may, at its discretion, fill vacancies for General Clerk I/II or Administrative Aide I/II by requesting a list of eligibles from an open and continuous register maintained by the County, without being required to create a new register to fill these positions. However, the County will notify all bargaining unit members by email of the opening of any open and continuous register from which the County may fill bargaining unit positions, and inform the members that a bargaining unit position may be filled from that register without further opportunity for the members to apply for that position. Members will be so notified when the announcement opens, but in no event less than ten (10) days before the announcement closes.
4. When a bargaining unit member applies for a vacancy through the normal competitive process and is determined to be qualified for the position, the name of the qualified bargaining unit employee will be placed on the list of eligibles sent to the Fire/EMS Department for its consideration. The Fire/EMS Department will ensure that any bargaining unit member on any list of eligibles will be granted an interview for the position vacancy. The interview panel shall include the Union President or his /her designee and shall not be a voting member.
5. The County, at all times, shall have the right to:

- a. determine which candidates meet the standards and qualifications set forth for any position/vacancy.
 - b. advertise/communicate position vacancy announcements simultaneously to all available sources, including employees within the bargaining unit, the County employee population, and to the public at large.
 - c. to interview candidates for vacant positions from any applicant pool in a single unified process or from any bargaining unit/County employee applicants first as the County determines appropriate under the circumstances.
4. If a bargaining unit employee meets all standards and qualifications set forth in the position, has no disciplinary action(s) in the employee's personnel file and is rated at least satisfactory in performance, the bargaining unit employee shall be selected for the position. A bargaining unit employee who has disciplinary action(s) in the employee's personnel file shall still be eligible for promotion although, not subject to the preference described herein.
 5. Anything in this Agreement to the contrary notwithstanding, for the purpose of this preference provision, the term "all standards and qualifications" include minimal qualifications and requirements set forth in the position as well as all preferred, additional qualifications as determined by the County for the position, both objective and subjective.
 6. If more than one bargaining unit employee meets the requirements set forth in 4 above, the County shall not be obligated to select the senior employee, but may make the selection which best suites the need of the County in the discretion of the County.
 7. When the Department temporarily, via an acting position, places a bargaining unit employee into a vacancy ("vacancy" has the same meaning as defined in Section 5.1.F.1 of this Agreement), the Department shall adhere to the following procedures:
 - A. The position shall be announced by Department wide email. Instructions and qualifications for applying for transfer to the Acting Position shall be included in the announcement.
 - B. The application period shall be open for a minimum of seven (7) days.
 - C. The Department shall allow members of the bargaining unit to apply for the Acting Position and shall interview all qualified applicants for the position.
 - D. The interview panel shall include the Union President or his /her designee, who shall not be a voting member.
 - E. The Department retains the sole discretion to make the decision regarding which employee shall be selected for the acting position. Nothing in this section affects the Department's and/or County's ability to choose which employee, if any, will ultimately be promoted to that position. The fact that an employee is granted an acting position does not create an entitlement to promotion to that position.
 - F. The parties agree that the Department will not be prohibited from immediately filling this position pending the process outlined in this Section (5.1.F.7).

Section 5.2 Supplemental Retirement Benefit

A. Benefit Accrual and Amounts

1. Effective July 1, 1992, employees covered by this Agreement 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 1, 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. Vesting

1. Minimum Continuous Service Requirements

No employee covered by this Agreement 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. Vested Benefit

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 1, above; provided, however, that no employee terminated for disciplinary reasons will be entitled to any benefit under this Section.

C. Benefit Payment

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. Funding

Except for the cost of the benefit increase effective July 1, 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. Definitions

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

2. Average Annual Compensation means an amount computed by dividing by three (3) 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. Compensation 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. Continuous Service means the most recent unbroken period of employment as an employee of Prince George's County.

F. Representative on Supplemental Pension Board

Effective when this Agreement 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. Pension Plan Modifications Effective in FY98 and FY99

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

H. Pension Plan Modifications Effective in FY00

Benefit Increase Effective June 30, 1999, the benefit accrual rate in Section E.2, above, shall be increased from 0.6% to 0.8% per year for up to twenty-five (25) years of service for an increase in the maximum benefit from fifteen percent (15%) to twenty percent (20%).

I. Pension Plan Modifications Effective in FY02

Benefit Increase Effective July 1, 2001, the benefit accrual rate in Section E.2, above, shall be increased from 0.8% to 1.0% per year for up to thirty (30) years of service for an increase in the maximum benefit from twenty percent (20%) to thirty percent (30%).

J. Pension Plan Modifications Effective in FY13

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 Agreement, 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

Benefit Payment: 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.

K. Hold Harmless Benefit Calculation.

For any employee covered by this Agreement who retires during the period beginning with the effective date of the legislation enacting this provision through June 30, 2015, and June 30, 2018. "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, 1997, 2010, 2011, 2012 2013 2014, 2015, 2016, 2017 and 2018.

L. 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 5.2.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.

Section 5.3 Dues Check Off for Retirees

The Supplemental Pension Plan will permit the check off of dues.

Section 5.4 Group Health Insurance Coverage

A. During Calendar Years 2013, 2014 2015, 2016 and 2017, the County shall contribute seventy-three percent (73%) to the cost of the County's preferred provider health insurance plan for any employee who elects to participate in the program. Participating employees shall contribute the remaining twenty-seven percent (27%). Effective January 2018, the County shall contribute seventy percent (70%) and participating employees shall contribute the remaining thirty (30%).

B. During Calendar Years 2013, 2014 2015, 2016 and 2017, the County shall contribute seventy-eight percent (78%) 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-two (22%). Effective January 2018, the County shall contribute seventy five percent (75%) and participating employees shall contribute the remaining twenty five percent (25%).

C. Employees who provide proof of medical coverage may choose to receive a credit instead of enrolling in a medical plan with the County.

D. During Calendar Years 2013, 2014 2015, 2016 and 2017 the County shall contribute eighty-eight percent (88%) to the County's deductible prescription drug and vision care programs for any employee who elects to participate in either program. The participating employee shall contribute the remaining twelve percent (12%). Effective January 2018, the County shall contribute eighty five percent (85%) 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.

H. 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 (\$150,000.00). Employees may choose to increase their life insurance from one (1) to four (4) times their annual salary up to a total of seven hundred fifty thousand dollars (\$750,000.00) including the base amount provided by the County. Employees will pay for the increased coverage at rates based on their

age and amount of coverage. Employees may choose to reduce their life insurance at one (1) times their annual salary and receive a credit.

I. Effective July 1, 2017, The County shall pay a death benefit of n thirty thousand dollars (\$30,000) upon the death of any employee covered by this Agreement whose death results from an accidental personal injury arising out of and in the course of his/her employment.

J. The County has agreed to extend certain provisions of this article to current retirees with the express understanding and agreement of the parties that the County has not waived any rights it has with regard to whether matters affecting current retirees constitute mandatory subjects of bargaining.

Section 5.5 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/EMS 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.

Section 5.6 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 and will be paid his/her regular rate of pay beginning with his/her regular starting time.

B. The provisions of Section 5.6 shall apply to an employee called in to work more than two (2) hours immediately before his/her regularly scheduled starting time.

Section 5.7 Holidays

A. The following shall be designated as holidays within the scope of this Agreement:

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

Section 5.8 Holiday Pay

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.

Section 5.9 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 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.

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.

Section 5.10 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.

Section 5.11 Clothing Allowance

Effective, July 1, 2017, Fire Inspectors, Fire Investigators, Training Academy Instructors, and employees assigned to the Apparatus Maintenance Division covered by this Agreement shall receive a clothing allowance of per year. This clothing allowance is not considered part of the employee's base pay, and will be paid seven hundred and fifty dollars (\$750.00) 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. Fire inspectors will have the option of wearing the above issued uniform or the appropriate civilian attire. 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 mechanic tools.

Section 5.12 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, 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 ½ %) 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.

C. 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.

ARTICLE 6 -- LEAVE PROVISIONS

Section 6.1 Sick Leave

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

Section 6.2 Annual Leave

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.

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.

Section 6.3 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.

Section 6.4 Personal Leave

A. Twenty-eight (28) hours of paid personal leave per leave year, including the additional four (4) hours of personal leave each wage reporting year in lieu of the former General Election Day 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.

Section 6.5 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. 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.

Section 6.6 Additional Leave Provisions

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/EMS 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.

Section 6.7 Sick Leave Bank

A. The Union shall have the right to maintain a "Sick Leave Bank" for the employees covered by this Agreement. 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 develop more efficient ways to administer the Sick Leave Bank. A final report shall be submitted by March 31, 2004.

Section 6.8 Administration of Leave

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

Section 6.9 Discretionary Leave

A. Employees covered by this Agreement 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 Agreement 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 Agreement 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.

Section 6.10 Disability Leave

When an employee covered by this Agreement 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.

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. The parties acknowledge that 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 Agreement.

ARTICLE 7 -- SAFETY & HEALTH

Section 7.1 Cooperation

The County and the Union agree to cooperate to the fullest extent in the promotion of safety and health.

Section 7.2 Safety Officer

There shall be a safety officer from within the Fire/EMS Department to investigate accidents, find cause for accidents, make recommendations for the prevention of accidents, and to keep records and statistics of accidents. The safety officer or his/her designee, shall be empowered to enforce his/her recommendations once they are approved by the County Fire Chief.

Section 7.3 Safety

A. Where an unsafe condition is alleged to exist, the affected employee shall first notify his/her immediate supervisor who shall take any necessary corrective action. Where an unsafe condition is alleged to exist by the Union on behalf of affected employees, the matter may be referred directly to the Departmental Safety Officer pursuant to subparagraph B., below.

B. If the parties fail to resolve any difference or disagreement over the existence of such an unsafe condition, or the appropriate corrective measures to be taken, the issue may be referred by the Union in writing to the Departmental Safety Officer. Within ten (10) working days after receipt of the Union's written notification, the Safety Officer will notify the Union in writing of the measures that the Department proposes to take to correct the alleged unsafe conditions.

C. If the Union disagrees with the Safety Officer's determination of the existence of an unsafe condition or his/her proposed remedial action, the Union may appeal the matter to the Fire Chief within ten (10) working days of receipt of the Safety Officer's decision.

D. Within twenty-five (25) working days after receiving the Union's appeal, the Fire Chief shall notify the Union in writing of the action the Department proposes to take to correct the alleged unsafe conditions.

E. In the event that the Union disagrees with the Fire Chief's proposed corrective action, the Union may submit the matter to arbitration under Article 9, Section 9.3, Step Five of this Agreement by giving written notice of intent to arbitrate to the Fire Chief within ten (10) working days of its receipt of the Fire Chief's response under subparagraph D, above. The arbitrator's authority to consider and decide such matters is specifically limited as follows:

1. The arbitrator may only order such relief as is reasonably permitted by the Department's legal and financial ability.

2. The arbitrator shall also allow the Department reasonable time to take any corrective action ordered.

F. No employee may make a safety claim as a pretext for refusing to carry out a work assignment or for engaging in concerted activity in violation of Article 12 of this Agreement.

Section 7.4 Wellness/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 up to a maximum of one and one-half (1 ½) hours, no more than two (2) days a week for physical fitness.

ARTICLE 8 -- HOURS OF WORK

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

B. Breaks

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

Section 8.1 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 Agreement 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

Section 8.2 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.

ARTICLE 9 -- GRIEVANCE AND ARBITRATION PROCEDURES

Section 9.1 Definition

Subject to any limitations of existing law, a grievance is defined as a dispute concerning the application or interpretation of the terms of this Agreement, Personnel Law items, or a claimed violation, misinterpretation or misapplication of the rules or regulations of the County affecting the terms and conditions of employment.

Section 9.2 Applicability of Grievance Procedure

The provisions of this grievance procedure shall be the only grievance procedure applicable to employees covered by this Agreement provided that where an employee has been discharged and the Union determines not to pursue his/her discharge case to Step 5 (arbitration), the employee shall have the right to file a timely appeal (within five days of receipt of final notice) of his/her discharge with the Personnel Board pursuant to the procedures outlined in the County Personnel Law.

Section 9.3 Grievance Procedure

Grievances shall be presented and adjusted in the following manner:

1. Step One: Within seven (7) days after the event giving rise to the grievance or within seven (7) days following the time when the employee should reasonably have known of its occurrence, the employee aggrieved, and if the employee desires, the employee's union steward, may discuss the grievance with the employee's immediate supervisor. The supervisor shall attempt to adjust the matter and shall respond orally to the employee within three (3) days.

2. Step Two: If the grievance has not been settled at Step One, a written grievance may be filed, signed by the aggrieved employee and the employee's accredited union steward, and presented to the supervisor within five (5) days after the receipt of the answer at Step One or within five (5) days of when the answer was due. The supervisor receiving the grievance shall meet with the employee and the employee's accredited union steward and render a decision in writing not later than seven (7) days after the receipt of the grievance.

3. Step Three: If the grievance has not been settled at Step Two, a written appeal signed by the employee and the employee's accredited union steward may be filed with the County Fire Chief within five (5) days after the receipt of the answer at Step Two or within five (5) days of when the answer was due. The County Fire Chief or his/her designee shall meet with the employee and the employee's accredited union steward and render a written decision within fifteen (15) days after the receipt of the grievance.

4. Step Four: If the grievance has not been settled at Step Three, a written appeal signed by the employee and the employee's accredited union steward may be filed with the Chief Labor Negotiator within five (5) days after receipt of the answer at Step Three or within five (5) days of when the answer was due. The Chief Labor Negotiator or his/her designee shall meet with the employee and a committee including the employee's accredited union steward, Union Local

President and/or Union Local Officers and render a written decision within fifteen (15) days after the receipt of the grievance.

5. Step Five: If the grievance is not settled at Step Four, the Union may request arbitration, giving written notice to the County Fire Chief within ten (10) days after receipt of the answer at Step Four or within ten (10) days of when the answer was due. The arbitration proceedings shall be conducted by an arbitrator to be selected by the County and the Union from a list supplied by the American Arbitration Association. The parties shall use an alternate strike procedure to select an acceptable name. Normally such list shall be jointly requested within seven (7) days from the date the County is officially notified by the Union of its intent to arbitrate. The decision of the arbitrator shall be final and binding on both parties provided that no provision of this Agreement which is stated to be a matter of policy shall be subject to arbitration. Expenses for the arbitrator's service and the proceedings shall be borne equally by the County and the Union.

Section 9.4 General Provisions

- A. The Union President and other appropriate Union officials shall be given copies of all answers to grievances hereunder.
- B. All grievances as defined in Article 9, Section 9.1, shall be subject to Step Five (arbitration).
- C. If a grievance arises from the action of an authority higher than the immediate career supervisor, such grievances may be initiated at the appropriate step of this grievance procedure.
- D. All parties shall have the right at their own expense to legal and/or stenographic assistance at all hearings.
- E. The fact that a grievance is raised by an employee shall not be recorded in the employee's personnel file or in any file or record utilized in the promotion process nor shall such fact be used in recommendations for job placement; nor shall an employee be placed in jeopardy or be subject to reprisal or discrimination for having followed this grievance procedure.

Section 9.5 Time Limits

Time limits for the processing of grievances are intended to expedite grievance handling and may be extended upon mutual agreement, but if not so extended, they must be strictly observed. If the matter in dispute is not resolved within the time period provided for in any step, the next step may then be invoked, provided that if an employee fails to pursue any step within the time limits provided, he shall have no further right to continue the grievance.

Section 9.6 Days Defined

The term "days" as used in this grievance procedure shall mean working days.

Section 9.7 Processing Grievances During Working Hours

Stewards and Union representatives referred to in this grievance procedure shall be granted reasonable administrative leave to process grievances pursuant to this Article during working hours.

ARTICLE 10 -- PERSONNEL FILES

Section 10.1 Review

By appointment with an appropriate person in the County Fire/EMS Department, the employee upon presenting his/her identification, shall be permitted to examine his/her personnel file, except as to background information secured prior to employment and those documents received under the promise of confidentiality. The employee shall indicate in writing, to be placed in his/her file, that he/she has examined the same.

Section 10.2 Expunction

The County agrees to remove derogatory information three (3) years old or older from the employee's personnel file if requested to do so by the employee.

ARTICLE 11 -- ROSTER

A roster of all members of the units represented by the Union shall be compiled by the County showing each member's name and his/her length of service with the Fire/EMS Department.

ARTICLE 11.1 -- VACANCY ELIMINATION

The parties recognize that the County has the right to abolish positions. With regard to the abolishment of a vacant position normally occupied by an employee covered by this Agreement, for reasons other than Reduction in Force, the IAFF Local 1619 will receive fifteen (15) days advance notice.

ARTICLE 12 -- NO STRIKE OR LOCKOUT

Section 12.1

The Union and its members, individually and collectively, agree that during the term of this Agreement, there shall be no illegal strikes, and the County agrees that there shall be no lockouts.

Section 12.2

In the event of an illegal strike, the Union shall promptly and publicly disavow such unauthorized conduct, order the employees to return to work and bring about a prompt resumption of normal operations.

Section 12.3

The County shall have the right to discipline, by way of discharge or otherwise, any employee who participates in such illegal conduct.

ARTICLE 13 – TRAINING AND EDUCATION

Section 13.1 EMT Certification

Employees who wish to renew their Emergency Medical Technician (EMT) certification shall be allowed to take any required training while on duty.

Section 13.2 On Duty Training

All employees covered by this Agreement shall have the option of attending up to forty (40) hours of training related to their field or FIRE/EMS related subjects each year while on duty. This training shall be subject to the Fire Chief’s approval but not unreasonably withheld.

Section 13.3 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. with the requirement that they must complete a forty-four (44) hour class during work hours for “First Responders” course. Effective July 1, 2008, employees will receive three hundred fifty dollars (\$350.00) per year, so long as the certification for the above course remains valid.

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

D. For the purpose of this Article, any employee who has an emergency medical certification recognized by the State of Maryland that is higher than First Responder may also receive this pay.

ARTICLE 14 -- SAVINGS AND SEPARABILITY

It is not the intention of either the County or the IAFF to violate any laws by the subject matter of this Agreement. The parties hereto agree that in the event any provisions of the Agreement are finally held or determined to be illegal or void as being in contravention of any applicable

law, the remainder of the Agreement shall remain in full force and effect. The County and the IAFF agree that, if and when any or all provisions of this Agreement are finally held or determined to be illegal or void by a court of competent jurisdiction, the parties will enter into negotiations promptly concerning the substance affected by the decision for the purpose of achieving conformity with the terms of any applicable law and the intent of the parties hereto.

ARTICLE 15 -- DURATION

This Agreement shall become effective on July 1, , 2016 unless otherwise stated in specific sections, and shall remain in full force until June 30, 2018. This Agreement shall be automatically renewed from year to year after June 30, 2018, unless either party shall notify the other in writing no later than October 1, 2014, (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.

Signed on this _____ day of _____, 2017, in Upper Marlboro, Prince George's County, Maryland.

FOR THE INTERNATIONAL
ASSOCIATION OF FIRE FIGHTERS
LOCAL 1619:

FOR PRINCE GEORGE'S COUNTY,
MARYLAND:

Andrew K. Pantelis
President

Rushern L. Baker, III
County Executive

FOR PRINCE GEORGE'S COUNTY
FIRE/EMS DEPARTMENT:

Benjamin M. Barksdale
Fire Chief

ATTACHMENT A – CLASSES OF WORK

- UNIT I: Account Clerk I, II, III, IV
Accounting Technician
Administrative Aide I, II
Clerk Typist I, II
Data Coordinator
Data Entry Operator I, II
Fire Inspector I, II
Fire Investigation Officer
General Clerk I, II, III, IV
Heavy Equipment Mechanic I, II, III
Personnel Aide I, II, III
Public Service Aide I, II
Supply/Property Clerk I, II, III, IV
Supply Technician
- UNIT II: Administrative Aide III
Administrative Aide IV
Garage Supervisor
Master Equipment Mechanic
- UNIT III: Accountant I, II, III, IV
Administrative Assistant I, II, III, IV
Audio Visual Specialist I, II, III, IV
Citizen Services Specialist I, II, III
Community Developer I, II, III, IV
Contract Project Coordinator I, II, III, IV
Executive Administrative Aide
Fire Inspector III
Investigator
Personnel Analyst, I, II, III, IV
Property Standards Inspector IV
Supply Manager I, II, III, IV
Systems Analyst I, II, III, IV

ATTACHMENT B – 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.

B. Effective July 1, 1994:

1. The minimum and maximum pay rates for employees covered by this Agreement are established on the attached schedules of pay rates for employees in the job classifications listed in Article 1.

2. 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.

3. a. 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.

b. 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.

4. 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.

5. 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.

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

7. 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.

8. Amend the Pay Scale effective July 4, 1999, to supercede the modification effective July 1, 1998, described in the previous paragraph, and provide the following longevity steps:

a. L1 - Three percent (3%) above the maximum rate, to which an employee will be eligible to advance after completing seventeen (17) years of service.

b. L2 - Three percent (3%) above the L1 rate, to which an employee will be eligible to advance after completing nineteen (19) years of service.

c. L3 - Three percent (3%) above the L2 rate, to which an employee will be eligible to advance after completing twenty-two (22) years of service.

d. L4 - Three percent (3%) above the L3 rate, to which an employee will be eligible to advance after completing twenty-five (25) years of service.

e. L5 - Two and one-half percent (2.5%) above the L4 rate, to which an employee will be eligible to advance after completing twenty-eight (28) years of service.

C. The longevity steps, described above, will be phased in as follows:

1. Beginning in FY2000, advancement to a longevity step will be effective on an employee's anniversary date.

2. An employee at the maximum rate (or the current longevity rate), whose anniversary date falls between July 1 and July 3, 1999, and who has completed the required years of service for a longevity step (after subtracting two (2) years for lack of credit toward a merit increase during FY1996 and FY1997) will advance to the first (or next) longevity step, as appropriate, effective on July 4, 1999.

3. An employee, whose years of service (after subtracting two (2) years for lack of credit toward a merit increase during FY1996 and FY1997) would otherwise warrant his/her advancement by more than a single longevity step during FY2000, will only advance at the rate of one longevity step per fiscal year until the employee reaches the longevity step appropriate for his/her years of service (adjusted for two (2) years' lack of credit toward a merit increase during FY1996 and FY1997).

D. Effective July 1, 2001, amend the Pay Scale to provide for the following modifications:

1. The maximum rate in effect on June 30, 2001 is increased one and seven-tenths percent (1.7%).

2. Longevity Steps are adjusted as follows:

a. L1 - Three percent (3%) above the maximum rate, to which an employee will be eligible to advance after completing seventeen (17) years of service.

b. L2 - Three percent (3%) above the L1 rate, to which an employee will be eligible to advance after completing nineteen (19) years of service.

c. L3 - Three percent (3%) above the L2 rate, to which an employee will be eligible to advance after completing twenty-one (21) years of service.

d. L4 - Three percent (3%) above the L3 rate, to which an employee will be eligible to advance after completing twenty-three (23) years of service.

e. L5 - Three percent (3%) above the L4 rate, to which an employee will be eligible to advance after completing twenty-five (25) years of service.

f. L6 - Two and one-half percent (2.5%) above the L5 rate, to which an employee will be eligible to advance after completing twenty-seven (27) years of service.

E. Effective July 1, 2003, amend the Pay Scale to provide for the following modification:

1. L6 – Three percent (3%) above the L5 rate, to which an employee will be eligible to advance after completing twenty-seven (27) years of service.

2. An employee, whose years of service (after subtracting two (2) years for lack of credit toward a merit increase during FY1996 and FY1997) would otherwise warrant his/her advancement by more than a single longevity step during FY2006 or FY2007, will only advance at the rate of one longevity step per fiscal year until the employee reaches the longevity step appropriate for his/her years of service (adjusted for two (2) years' lack of credit toward a merit increase during FY1996 and FY1997).

F. Effective July 1, 2005, L6 will become the new maximum pay rate and will be increased by two and one-half percent (2.5%). There will no longer be steps L1 through L6, only minimum and maximum pay rates. Employees who are at max on July 1, 2005, will receive this increase on their anniversary date. Effective July 1, 2006, the maximum pay rate will be increased again by two and one-half percent (2.5%). Employees, who are at max on July 1 2006, will receive this increase on their anniversary date.

G. Effective July 1, 2008, the maximum pay rate will be increased by three and one-half percent (3.5%).

H. Effective November 17, 2013, the minimum and maximum pay rates will be increased by two percent (2%).

ATTACHMENT C – SALARY SCHEDULE

**SALARY SCHEDULE H
EFFECTIVE JULY 1, 2017
FIRE/EMS DEPARTMENT CIVILIAN EMPLOYEES
PRINCE GEORGES'S COUNTY, MARYLAND**

	MINIMUM	MAXIMUM
H02		
HOURLY	8.6169	19.0675
WEEKLY	689.35	1525.40
ANNUAL	17,923	39,660
H03		
HOURLY	9.0290	19.9960
WEEKLY	722.32	1599.68
ANNUAL	18,780	41,592
H04		
HOURLY	9.4621	20.9707
WEEKLY	756.97	1677.66
ANNUAL	19,681	43,619
H05		
HOURLY	9.9165	21.9943
WEEKLY	793.32	1759.54
ANNUAL	20,626	45,748
H06		
HOURLY	10.3936	23.0688
WEEKLY	831.49	1845.50
ANNUAL	21,619	47,983
H07		
HOURLY	10.8941	24.1966
WEEKLY	871.53	1935.73
ANNUAL	22,660	50,329
H08		
HOURLY	11.4203	25.3815
WEEKLY	913.63	2030.52
ANNUAL	23,754	52,794

	MINIMUM	MAXIMUM
H09		
HOURLY	11.9729	26.6258
WEEKLY	957.83	2130.06
ANNUAL	24,904	55,382
H10		
HOURLY	12.5529	27.9323
WEEKLY	1004.23	2234.58
ANNUAL	26,110	58,099
H11		
HOURLY	13.1619	29.3044
WEEKLY	1052.95	2344.35
ANNUAL	27,377	60,953
H12		
HOURLY	13.8015	30.7440
WEEKLY	1104.12	2459.52
ANNUAL	28,707	63,948
H13		
HOURLY	14.4727	32.2564
WEEKLY	1157.81	2580.51
ANNUAL	30,103	67,093
H14		
HOURLY	15.1778	33.8440
WEEKLY	1214.22	2707.52
ANNUAL	31,570	70,396
H15		
HOURLY	15.9181	35.5112
WEEKLY	1273.45	2840.90
ANNUAL	33,110	73,863
H16		
HOURLY	16.6956	37.2619
WEEKLY	1335.65	2980.95
ANNUAL	34,727	77,505

	MINIMUM	MAXIMUM
H17		
HOURLY	17.5115	39.0998
WEEKLY	1400.92	3127.98
ANNUAL	36,424	81,328
H18		
HOURLY	18.3689	41.0299
WEEKLY	1469.51	3282.39
ANNUAL	38,207	85,342
H19		
HOURLY	19.2685	43.0567
WEEKLY	1541.48	3444.54
ANNUAL	40,079	89,558
H20		
HOURLY	20.2133	45.1845
WEEKLY	1617.07	3614.76
ANNUAL	42,044	93,984
H21		
HOURLY	21.2051	47.4181
WEEKLY	1696.41	3793.45
ANNUAL	44,107	98,630
H22		
HOURLY	22.2468	49.7646
WEEKLY	1779.74	3981.17
ANNUAL	46,273	103,510
H23		
HOURLY	23.3408	52.2273
WEEKLY	1867.26	4178.18
ANNUAL	48,549	108,633
H24		
HOURLY	24.4889	54.8139
WEEKLY	1959.11	4385.11
ANNUAL	50,937	114,013

	MINIMUM	MAXIMUM
H25		
HOURLY	25.6952	57.5295
WEEKLY	2055.62	4602.36
ANNUAL	53,446	119,661
H26		
HOURLY	26.9609	60.3812
WEEKLY	2156.88	4830.50
ANNUAL	56,079	125,593
H27		
HOURLY	28.2907	63.3752
WEEKLY	2263.26	5070.02
ANNUAL	58,845	131,820

The minimum hourly rates are the November 17, 2013 hourly rates and the maximum hourly rates are the November 17, 2013 hourly rates multiplied by 1035%. For administrative purposes, the hourly rates are the controlling rates. Biweekly rates are hourly rates multiplied by 80 and rounded to the nearest cent. Annual rates are the hourly rates multiplied by 2,080 and rounded to the nearest dollar.

**SALARY SCHEDULE H
EFFECTIVE OCTOBER 1, 2017
FIRE/EMS DEPARTMENT CIVILIAN EMPLOYEES
PRINCE GEORGES'S COUNTY, MARYLAND**

	MINIMUM	MAXIMUM
H02		
HOURLY	8.7892	19.4489
WEEKLY	703.14	1555.91
ANNUAL	18,282	40,454
H03		
HOURLY	9.2096	20.3959
WEEKLY	736.77	1631.67
ANNUAL	19,156	42,423
H04		
HOURLY	9.6513	21.3901
WEEKLY	772.10	1711.21
ANNUAL	20,075	44,491
H05		
HOURLY	10.1148	22.4342
WEEKLY	809.18	1794.74
ANNUAL	21,039	46,663
H06		
HOURLY	10.6015	23.5302
WEEKLY	848.12	1882.42
ANNUAL	22,051	48,943
H07		
HOURLY	11.1120	24.6805
WEEKLY	888.96	1974.44
ANNUAL	23,113	51,335

	MINIMUM	MAXIMUM
H08		
HOURLY	11.6487	25.8891
WEEKLY	931.90	2071.13
ANNUAL	24,229	53,849
H09		
HOURLY	12.2124	27.1583
WEEKLY	976.99	2172.66
ANNUAL	25,402	56,489
H10		
HOURLY	12.8040	28.4909
WEEKLY	1024.32	2279.27
ANNUAL	26,632	59,261
H11		
HOURLY	13.4251	29.8905
WEEKLY	1074.01	2391.24
ANNUAL	27,924	62,172
H12		
HOURLY	14.0775	31.3589
WEEKLY	1126.20	2508.71
ANNUAL	29,281	65,227
H13		
HOURLY	14.7622	32.9015
WEEKLY	1180.98	2632.12
ANNUAL	30,705	68,435
H14		
HOURLY	15.4814	34.5209
WEEKLY	1238.51	2761.67
ANNUAL	32,201	71,803
H15		
HOURLY	16.2365	36.2214
WEEKLY	1298.92	2897.71
ANNUAL	33,772	75,341

	MINIMUM	MAXIMUM
H16		
HOURLY	17.0295	38.0071
WEEKLY	1362.36	3040.57
ANNUAL	35,421	79,055
H17		
HOURLY	17.8617	39.8818
WEEKLY	1428.94	3190.54
ANNUAL	37,152	82,954
H18		
HOURLY	18.7363	41.8505
WEEKLY	1498.90	3348.04
ANNUAL	38,972	87,049
H19		
HOURLY	19.6539	43.9178
WEEKLY	1572.31	3513.42
ANNUAL	40,880	91,349
H20		
HOURLY	20.6176	46.0882
WEEKLY	1649.41	3687.06
ANNUAL	42,885	95,863
H21		
HOURLY	21.6292	48.3665
WEEKLY	1730.34	3869.32
ANNUAL	44,989	100,602
H22		
HOURLY	22.6917	50.7599
WEEKLY	1815.34	4060.79
ANNUAL	47,199	105,581
H23		
HOURLY	23.8076	53.2718
WEEKLY	1904.61	4261.74
ANNUAL	49,520	110,805

	MINIMUM	MAXIMUM
H24		
HOURLY	24.9787	55.9102
WEEKLY	1998.30	4472.82
ANNUAL	51,956	116,293
H25		
HOURLY	26.2091	58.6801
WEEKLY	2096.73	4694.41
ANNUAL	54,515	122,055
H26		
HOURLY	27.5001	61.5888
WEEKLY	2200.01	4927.10
ANNUAL	57,200	128,105
H27		
HOURLY	28.8565	64.6427
WEEKLY	2308.52	5171.42
ANNUAL	60,022	134,457

The minimum and maximum hourly rates are the July 1, 2017 hourly rates multiplied by 102%. For administrative purposes, the hourly rates are the controlling rates. Biweekly 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.