

COUNTY COUNCIL OF PRINCE GEORGE'S COUNTY, MARYLAND

2013 Legislative Session

Resolution No. CR-58-2013

Proposed by The Chair (by request – County Executive)

Introduced by Council Members Harrison, Campos, Davis, Franklin, Lehman, Olson
Patterson and Toles

Date of Introduction June 18, 2013

RESOLUTION

1 A RESOLUTION concerning

2 Compensation and Benefits - International Association

3 of Fire Fighters, AFL-CIO, Local 1619

4 (Fire Fighters, Paramedics, and Fire Fighter/Medics)

5 Salary Schedule Y, Schedule of Pay Grades

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

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

12 WHEREAS, the Salary Plan must at this time be amended by the approval of Salary
 13 Schedule Y to reflect the terms of the labor agreement by and between Prince George's County,
 14 Maryland and the International Association of Fire Fighters, AFL-CIO, Local 1619 (Fire
 15 Fighters, Paramedics, and Fire Fighter/Medics).

16 NOW, THEREFORE, BE IT RESOLVED by the County Council of Prince George's
 17 County, Maryland, that Salary Schedule Y submitted and recommended by the County Executive
 18 on June 14, 2013, which is attached hereto and made a part hereof, setting forth the following
 19 modifications: min-max system; merit increases for Fiscal Years 2014 and 2015; work
 20 schedules; contributions to retirement trust fund; group health insurance coverage; death and
 21 disability benefits; hold harmless calculation; and special duty pay; be and the same is hereby
 22 approved.

23 BE IT FURTHER RESOLVED that this resolution shall take effect on the day it is adopted

1 and that, unless stated otherwise in a specific provision of the Salary Schedule, shall be
2 retroactively effective to July 1, 2013.

Adopted this 24th day of July, 2013.

COUNTY COUNCIL OF PRINCE
GEORGE'S COUNTY, MARYLAND

BY: _____
Andrea C. Harrison
Chair

ATTEST:

Redis C. Floyd
Clerk of the Council

SALARY SCHEDULE Y

SCHEDULE OF PAY GRADES

FIRE UNIT PERSONNEL – FIRE FIGHTERS, PARAMEDICS,
AND FIRE FIGHTER/MEDICS

PRINCE GEORGE'S COUNTY, MARYLAND

EFFECTIVE JULY 1, 2013 - JUNE 30, 2015

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1. SCHEDULED PAY RATES

**SALARY SCHEDULE Y – EFFECTIVE JULY 1, 2013
SCHEDULE OF PAY GRADES – FIRE UNIT PERSONNEL
PRINCE GEORGE’S COUNTY MARYLAND**

GRADE	MINIMUM	MAXIMUM	CERTIFICATION MAXIMUM
Y01			
HOURLY	19.6386	35.3527	38.8880
BIWEEKLY	1571.09	2828.22	3111.04
ANNUAL	40,848	73,534	80,887
Y02			
HOURLY	20.6001	39.2549	43.1803
BIWEEKLY	1648.01	3140.39	3454.43
ANNUAL	42,848	81,650	89,815
Y03			
HOURLY	21.5613	45.1472	49.6619
BIWEEKLY	1724.91	3611.78	3972.95
ANNUAL	44,848	93,906	103,297
Y13 (TECHNICIAN)			
HOURLY	21.5613	47.0848	51.7933
BIWEEKLY	1724.91	3766.78	4143.46
ANNUAL	44,848	97,936	107,730
Y04 (LIEUTENANT)			
HOURLY	24.9544	49.0223	53.9244
BIWEEKLY	1996.36	3921.78	4313.96
ANNUAL	51,905	101,966	112,163
Y05(CAPTAIN)			
HOURLY	27.3003	54.6590	60.1249
BIWEEKLY	2184.02	4372.72	4809.99
ANNUAL	56,785	113,691	125,060
Y06 (BATTALION CHIEF)			
HOURLY	29.9218	60.2375	66.2613
BIWEEKLY	2393.74	4819.00	5300.90
ANNUAL	62,237	125,294	137,824

The hourly Minimum rates are the October 26, 2008 hourly minimum rates. The Maximum rates are the October 26, 2008 Maximum rates multiplied by 103.5%. The hourly Certification Maximum rates are the Maximum rates multiplied by 110%. 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 is as follows:

1. The minimum and maximum pay rates for employees covered by this Salary Schedule are established on the attached schedules of pay rates for employees in the following classifications:

Fire Fighter I, Paramedic I, Fire Fighter/Medic	Y01
Fire Fighter II, Paramedic II, Fire Fighter/Medic II	Y02
Fire Fighter III, Paramedic III, Fire Fighter/Medic III	Y03
Fire Technician, Fire/Medic Technician	Y13
Fire Lieutenant, Paramedic Lieutenant, Fire/Medic Lieutenant	Y04
Fire Captain, Paramedic Captain, Fire/Medic Captain	Y05
Fire Battalion Chief, Paramedic Battalion Chief, Fire/Medic Battalion Chief	Y06

2. Employees covered by this Salary Schedule and hired before July 1, 1989, will keep the anniversary dates that they held on July 1, 1989, for as long as they are continuously employed. Employees hired on or after July 1, 1989, will have as their anniversary dates the dates of their initial appointment and those anniversary dates will not be changed while those employees are continuously employed.

3. Merit steps will have the value of three and one-half percent (3 1/2%). An employee will be eligible to advance to the next merit step for his/her rank on his/her anniversary date at the rate of one (1) step per year provided that he/she receives a satisfactory performance evaluation for the preceding year.

4. a. If, upon the granting of a three and one-half percent (3 1/2%) 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 1/2%) merit increase, an employee's salary rate is greater than one percent (1%) but less than three and one-half (3 1/2%) 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.

5. 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. In no event shall the new rate exceed the maximum for the grade.

6. Salary rate upon demotion shall be governed by Section 16-132 of the Personnel Law in that the new rate shall be obtained by dividing the current rate by the sum of one (1) plus the percentage increase previously advanced upon promotion (or the sum of the percentage increases of successive promotions if the person has been demoted more than one grade and has served in the intermediate grade). Such percentage should be obtained from the promotional PID(s) by subtracting the hourly rate before promotion from the hourly rate immediately after promotion

and dividing the remainder by the rate before promotion. The quotient shall be rounded to the third decimal place.

7. Paramedic Trainees, who successfully complete their probationary period (no less than one (1) year), shall automatically be promoted to Paramedic I. Paramedic I's, after completion of Emergency Medical Technician Paramedic training, shall be automatically promoted to Paramedic II. (The Paramedic Trainee, Paramedic I and Paramedic II shall be triple allocated.)

8. a. Further, effective beginning on July 1, 1999, any employee covered by this Salary Schedule hired before July 1, 1996 who completed eighteen (18) years of actual service as defined in the Fire Pension Plan but who is not at the step for his/her rank on the Min-Max System which reflects the completion of eighteen (18) years of service will be placed at that step on the date that marks the completion of his/her eighteenth (18th) year of service, provided, however, that the resulting rate of pay may not exceed the maximum step for the employee's rank.

b. Effective beginning on July 1, 2008, any employee hired before July 1, 1996, who completed ten (10) years of actual service as defined in the Fire Pension Plan but who is not at the step for his/her rank on the Min-Max System which reflects the completion of ten (10) years of service will be placed at that step on the date that marks the completion of his/her tenth (10th) year of service, provided, however, that the resulting rate of pay may not exceed the maximum step for the employee's rank, except as otherwise noted for special duty pay(s) and in no case be more than ten percent (10%) above the maximum. Employees who receive this adjustment will not receive the eighteen (18) year adjustment referred to in subparagraph 8.a. above.

c. Effective July 1, 2008, any employee subject to subparagraph 8.b. above, who prior to July 1, 2008 did not receive a full seven percent (7%) increase at the time he/she completed eighteen (18) years of service, shall receive the difference between the eighteen (18) year increase originally received and the seven percent (7%). Such increase shall be effective July 1, 2008 and shall not place the employee above the July 1, 2008 maximum salary for his/her grade, except as otherwise noted for special duty pay(s) as in number 10 above, and in no case be more than ten percent (10%) above the maximum.

d. Beginning in Fiscal Year 2000, any employee, who completes his/her fifth (5th) year of service as an employee covered by this Salary Schedule and is otherwise eligible to receive a merit increase, will receive a merit increase of four and one-half percent (4 1/2%) rather than three and one-half percent (3 1/2%) during that fiscal year.

9. a. Effective the first full pay period beginning on or after July 1, 2006, all employees will be moved to new Y-Scale. They will be placed on the Y-Scale in accordance with their current salaries.

b. Effective the first full pay period beginning on or after July 1, 2006, R-Scale employees hired on or after March 29, 1999 who are County certified EMT-P's shall be compensated at a rate ten percent (10%) above their regular base pay. The ten percent (10%) shall be considered part of base pay for purposes of pension and overtime. The additional ten percent (10%) shall be payable irrespective of whether it places an employee's salary above the

maximum for his/her grade.

c. Effective the first full pay period beginning on or after July 1, 2006, M and S Scale employees who were cross-trained and received a five percent (5%) “in-grade” increase as a result, will be entitled to that additional five percent (5%) even if it puts them above maximum for their grade. This five percent (5%) will continue to be considered part of the employee’s base pay for purposes of pension and overtime.

d. R-Scale employees hired between March 29, 1999 and June 30, 2005 will receive a ten percent (10%) increase in their base salary for completion of EMT-I for Paramedic or EMT-I and J-TAC for Fire Fighter/Medic. (Note. These employees have already received a ten percent (10%) salary increase as a result of movement from R01-R02.)

10. Effective the first full pay period beginning on or after July 1, 2013, the maximum pay rates will be increased by three and one half percent (3.5%).

3. COST OF LIVING

Employees covered by this Salary Schedule shall forego cost of living increases.

4. MERIT INCREASES

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 that merit increase effective the first full pay period beginning on or after July 1, 2013. There will be no retroactive payment for these merit increases.

Employees covered by this Agreement who were otherwise eligible to receive a merit increase during the period from July 1, 2011 through June 30, 2012 (i.e. Fiscal Year 2012), will receive that merit increase effective the first full pay period beginning on or after March 1, 2014. There will be no retroactive payment for these merit increases.

Employees covered by this Agreement who were otherwise eligible to receive a merit increase during the period from July 1, 2010 through June 30, 2011 (i.e. Fiscal Year 2011), will receive that merit increase effective the first full pay period beginning on or after September 1, 2014. There will be no retroactive payment for these merit increases.

Employees covered by this Agreement who were otherwise eligible to receive a merit increase during the period from July 1, 2009 through June 30, 2010 (i.e. Fiscal Year 2010), will receive that merit increase effective the first full pay period beginning on or after March 1, 2015. There will be no retroactive payment for these merit increases.

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 (i.e. Fiscal Year 2014), will receive it.

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 (i.e. Fiscal Year 2015), will receive it.

5. WORKWEEK

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

B. Shift employees covered under these Salary Schedules will work a forty-two (42) hour workweek. Straight day work employees shall work a forty (40) hour week.

6. WORK SCHEDULES

A. Shift Work – 24/72 Schedule

Employees covered by this Salary Schedule who are assigned to a shift schedule shall work twenty-four (24) consecutive hours on duty, followed by seventy-two (72) consecutive hours off duty. The shift schedule shall commence at 0700 hours.

B. Day Work Schedule: 5 -8 hour Days

Employees covered by this Salary Schedule who are assigned to a day work schedule shall work Monday through Friday, from 0700 hours until 1500 hours.

C. Non-Station Personnel

Day work employees shall continue to work their existing shifts; shift work employees shall continue to work existing shifts.

D. Alternative Work Schedules

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

E. FLSA Non-Exempt Shift Work -24/72 Schedule

Employees covered by this Salary Schedule, who are classified solely as emergency medical providers and who do not meet the 7(k) exemption to the Fair Labor Standards Act, will continue to work the FLSA compliant 24/72-work schedule that is in effect as of June 30, 2013.

7. LEAVE PROVISIONS

A. Sick Leave

1. All full-time employees earn four and one-half (4.5) hours of sick leave each pay period with a periodic adjustment to ensure that each employee earns fifteen (15) days of sick leave each leave year through the duration of County service. Each such day shall constitute eight (8) hours.

2. Employees who work on a year-round part-time basis for forty (40) or more hours per pay period shall accrue sick leave in proportion to the hours working during each pay period.

B. Annual Leave

1. Full-time employees shall earn annual leave on the following basis:

Zero (0) through three (3) years of service	Four (4) hours per pay period
Four (4) through fifteen (15) years of service	Six (6) hours per pay period with periodic adjustment to ensure that each employee earns twenty (20) days
After fifteen (15) years of service and above	Eight (8) hours per pay period

2. Employees who work on a year-round part-time basis for forty (40) or more hours per pay period, shall earn annual leave in proportion to the hours worked during each pay period.

C. Annual Leave: Carryover and Lump Sum Payment

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

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

3. Effective beginning with the 1997 leave year, new annual leave in excess of the three hundred sixty (360) hours limit at the end of a leave year will automatically convert to new sick leave. The Fire Pension Plan shall be amended to provide that new sick leave converted from annual leave under this subparagraph, up to a combined total for each officer of one thousand forty (1,040) hours of annual leave and this new sick leave, may be used to purchase pension credit at the rate of forty (40) hours for each month of pension credit.

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

D. Sick and Annual Leave Disposition Upon Separation

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

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

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

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

(1) Upon separation from employment, employees who participate in the pension plan may elect to receive a cash payment for the remainder of their annual leave hours that were accumulated as of the end of the 1996 leave year or for up to three hundred sixty (360) hours of accumulated annual leave, whichever is greater. Any remaining amount would be applied toward service credit in the pension plan as provided in the Fire Pension Plan.

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

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

e. For individuals who participate in the pension plan, sick leave earned beginning with the 1997 leave year (i.e., new sick leave) is not subject to cash payment upon separation, but is available to purchase service credit under the pension plan as provided in Section 7.9 of the Agreement. However, officers with less than twenty (20) years of service who terminate employment because of service connected disability and officers whose employment terminates because of death are eligible for cash payment for all sick leave earned, including sick leave earned beginning with the 1997 leave year, at the rates set forth in paragraph d., immediately above.

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

E. Leave of Absence

Leave without pay may be granted for up to one (1) year when just cause for such leave is shown by the employee. Such leave shall be requested in writing and shall be subject to approval by the County Fire Chief or his designee and such approval shall not be unreasonably withheld. The County Fire Chief has the right to set reasonable limits on such leave.

F. Disability Leave

A. When an employee is ordered off the job by his/her physician or by the County Fire Chief due to work-related injury or illness, the employee will be placed on Disability Leave until one of the following conditions occur:

1. The employee is released by their attending physician for prescribed duties;
2. The employee's disability is medically proven to be non-service connected;
3. The employee is released by the Medical Advisory Board for prescribed duties;
4. The employee is assigned to other duties in the Department within the capacity of the employee to perform, as determined by the Medical Advisory Board. The unwillingness of the employee to accept such an assignment shall make the employee ineligible for Disability Leave during the period that the MAB determines that the employee is capable of working a light duty assignment;
5. The Disability Leave period expires as provided in Section 11.7(D) below; or
6. The employee is retired if the disabling injury or illness cannot be corrected.

B. An employee who is ordered to light-duty as a result of a work-related illness or injury will be limited to four (4) hours of disability leave for related medical appointments or physical therapy while the employee is on light-duty

C. An employee shall not be charged with using his/her own accrued leave as a result of a work-related injury or illness except in those cases where the illness or injury is proven to be non-service connected. Only prospectively from the date that the injury or illness is proven to be non-service connected and the employee is notified of the findings in writing shall an employee be required to utilize his/her own accrued leave.

D. The eligibility period for Disability Leave for the occurrence of a work related injury or illness shall be up to one hundred eighty (180) days. After one hundred eighty (180) days, the Disability Leave period will expire and may only be extended in one of two ways:

1. The Fire Chief may if requested, or on his own initiative, extend the Disability Leave for the same injury or illness one or more times up to a maximum of an additional two hundred forty (240) days (beyond the original one hundred eighty

(180) day period) for the same injury or illness; or

2. The employee may request an extension of his/her Disability Leave with the Fire Chief. If the Fire Chief denies such request, the employee may seek a fitness for duty determination as described in Section 11.7(E).

E. When the Fire Chief denies an employee's request to extend Disability Leave, the employee may seek a fitness for duty determination by the Medical Advisory Board. The Medical Advisory Board's determination shall be approved or disapproved by the Disability Review Board at a meeting or in administrative session. If the Disability Review Board concludes that the employee is disabled and unfit for modified or full duty, the employee shall remain on Disability Leave. The employee shall remain on Disability Leave until the Disability Review Board rules on the employee's fitness for duty determination request.

G. Shift Work Leave

1. At a minimum, twelve percent (12%) of the employees within the Emergency Operations Command will be offered leave (for vacation bid and day to day leave).

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

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

H. Day Personnel

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

I. Personal Leave

Three (3) paid personal leave days per leave year including the four (4) hours in lieu of the former General Election Day Holiday shall be granted to each employee eligible for annual leave. A personal leave day consists of eight (8) hours and shall be requested and approved in advance of use. There shall be no accumulation of personal leave days and unused personal leave shall be forfeited at the end of the leave year or upon termination of employment.

J. Bereavement Leave

Members of the Unit shall be entitled to use accumulated sick leave for the purpose of bereavement when a death occurs in a member's family. A maximum amount of sick leave used shall not normally exceed three (3) working days. The term "family" shall mean and include the member's spouse, child, sister, brother, parent, grandparent, mother and father in-law, and aunt or uncle. Leave needed beyond three (3) days because of travel distance, religious requirements or other extenuating circumstances may be extended on a case-by-case basis, but in no instance

shall such bereavement leave be approved beyond seven (7) working days. Effective with the 1994 leave year, the first three (3) days of bereavement leave taken upon the death of a parent, spouse or child will be administrative leave rather than sick leave.

K. Additional Leave Provision

In the event the County Executive grants administrative leave to nonessential County employees because of extreme inclement weather or other hazardous working conditions, which may prevent employees from reporting to work or which may require early release from work, those employees required by the Fire Department to perform duties will be entitled to receive one hour of compensatory time for each hour worked during the emergency (not to exceed eight (8) hours per employee per twenty four (24) hour period), in addition to any pay to which they are entitled for that period.

L. Conferences and Seminars

1. Members of the bargaining unit shall be granted time to attend conventions and conferences without loss of pay or leave with prior approval of the County Fire Chief (not to be unreasonably withheld), and further provided that such meetings shall not exceed three (3) per fiscal year and that not more than four (4) Union members request such approval.

2. The County Fire Chief will be notified thirty (30) days in advance of such meetings. Notice of less than thirty (30) days will be accepted where there are unusual circumstances which prevent giving thirty (30) days notice. In no event shall notice be less than seven (7) days.

3. In addition, the Union shall have an additional Union Business Leave Bank of one thousand five hundred (1,500) additional hours. This also shall be without loss of pay or leave. All requests for union business leave pursuant to this section are subject to the approval of the Fire Chief and shall not be unreasonably withheld. The Union will attempt to provide the requests seventy-two (72) hours in advance.

M. Leave for Negotiations

Employees (not to exceed five (5) in number which includes the Union President) who, upon request of the Union, are excused from their regular assignment for the purpose of participating in negotiation sessions with representatives of the County, shall suffer no loss of pay or leave. Leave taken by these employees (excluding the Union President) will be charged against the Union Business Leave Bank referenced in Section L.3. above.

N. Union President Leave

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.

O. Administration of Leave

The provisions governing the administration of the above types of leave as well as other types of leave (holiday, administrative, military, military leave without pay, disability, leave without pay, absence without leave, compensatory) are specified in Division 17 of the Personnel Law and applicable Administrative Procedures, unless otherwise specified in this Schedule or the Contract.

P. Fair Labor Standard Act (FLSA) Compensatory Leave Usage

Employees using compensatory leave may choose whether any such leave taken shall be from their available balance of FLSA compensatory leave or County compensatory leave; provided, however, that the County may require the employee whose FLSA compensatory leave balance exceeds two hundred and forty (240) hours to use any FLSA compensatory leave in excess of two hundred and forty (240) hours before using County compensatory leave.

8. PAY IN EXCESS OF BASE SALARY

A. Acting Pay

1. When an employee assumes a higher rank in an acting capacity for a period of greater than fourteen (14) consecutive days, he/she shall be paid at a rate of pay 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 station or bureau.
2. When an employee assumes a higher rank in an acting capacity, the employee shall receive acting pay for all regular, detail, and overtime hours worked in an acting capacity and while in a paid leave status that does not exceed eighty (80) consecutive hours. When assigning an employee to an acting capacity, the Department agrees that it will select the employee who is highest on the current promotional list for the rank equal to the acting position. If the Department determines that it is necessary to keep the employee highest on the promotional list in their current assignment, that employee shall be placed in an acting capacity at said assignment.
3. If acting pay is terminated after an employee has completed his/her fourteen (14) consecutive days in a higher rank without acting pay, that employee will not be required to complete an additional pay period without acting pay if they assume an acting position of the same rank at a future date within a one (1) year period.

B. Call-Back Pay

An employee who is called back to work from off-duty, and does in fact perform duties on behalf of the Prince George's County Fire Department during his/her normal off-duty hours, by career officers authorized by the County Fire Chief, shall be paid the minimum of four (4) hours at one and one-half (1.5) times his/her regular rate of pay. This provision shall not apply to

administrative hearings, disciplinary procedures, or physical examinations. However, management will attempt to schedule such hearings and/or procedures during the normal duty hours of the employee; or, at a time mutually agreeable to both parties.

C. Early Reporting Time

An employee who is called in to work by career officers authorized by the County Fire Chief for two (2) hours or less immediately before his/her normally scheduled starting time shall be paid for such hours at one and one-half (1.5) times his/her regular rate of pay and will be paid his/her regular rate of pay beginning with his/her regular starting time. The call-back provision shall apply to an employee called into work more than two (2) hours immediately before his/her regularly scheduled starting time.

D. Holidays and Holiday Pay

1. The following shall be designated as holidays for employees covered under these Salary Schedules:

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

2. Further, beginning in the 1998 wage reporting year, employees covered by these Salary Schedules will be granted an additional four (4) hours of personal leave each wage reporting year in lieu of the former General Election Day Holiday.

3. For the purpose of this Section the Christmas Day holiday shall apply to all employees who work during the twenty-four (24) hour period beginning at 1900 hours on December 24 and the New Year's Day holiday shall apply to all employees who work during the twenty-four (24) hour period beginning at 1900 hours on December 31.

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

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

6. If an employee works on a designated holiday which coincides with his/her regularly scheduled work hours, he/she shall be paid at the rate of two (2) times his/her regular rate of pay

for all hours worked on the holiday (except overtime).

7. If an employee is granted leave on a designated holiday which coincides with his/her regularly scheduled work hours, he/she shall be paid his/her regular straight time pay for such leave on the holiday.

8. If a twenty-four (24) hour shift employee works twelve (12) hours on a designated holiday which coincides with his/her regularly scheduled work hours and is granted leave for the remaining twelve (12) hours of his/her shift, he/she shall be paid two (2) times his/her regular rate of pay for the twelve (12) hours worked plus his/her regular straight time pay for the twelve (12) hours on leave.

9. If an employee is required to work on a holiday which coincides with a day on which his/her regularly scheduled day off occurs, he/she shall be compensated at the rate of one and one-half (1.5) times his/her regular rate of pay for all hours worked on the holiday. In addition, shift personnel who are required to work on a holiday which coincides with their regularly scheduled day off shall earn eight (8) hours of compensatory leave.

10. Shift personnel on assigned day off on a holiday shall earn eight (8) hours of compensatory leave. Straight day personnel on assigned day off on a holiday shall receive another day off.

E. Special Duty Pay

1. Employees covered by this Salary Schedule and assigned duties as Bomb Technicians shall be compensated at a rate nine percent (9%) per hour above their regular base pay. This additional pay is to compensate Bomb Technicians in lieu of overtime for attendance at required continuing education and skills maintenance sessions. Special duty pay shall apply only as long as the employee is assigned duties of a Bomb Technician.
2. Effective July 1, 2012, employees who are assigned, or detailed for a period greater than fourteen (14) consecutive days, to the Technical Services Division and are certified to the NFPA Technician level for Hazardous Materials, Rope Rescue, Swift Water Rescue, Structural Collapse, Confined Space and/or Trench Rescue shall receive one and one half percent (1 ½ %) above their regular rate of pay for each specialty. No employee shall receive more than four and one half percent (4 ½ %) of special duty pay related to this paragraph and each employee must successfully complete an annual skills competency evaluation administered by the Department. This compensation is not considered part of the employee's base pay.
3. Effective July 1, 2012, 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, 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.

4. Effective July 1, 2012, employees who are assigned, or detailed for a period greater than fourteen (14) consecutive days, 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.
5. Effective the first full pay period beginning on or after July 1, 2006, employees hired on or after March 29, 1999 who are County certified EMT-Paramedics shall be compensated at the rate of ten percent (10%) 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 pay (for purposes of pension, overtime). The additional ten percent (10%) shall be payable irrespective of whether it places the employee's salary above the maximum for the employee's grade.
6. Effective the first full pay period beginning on or after July 1, 2006, any employee who was cross-trained and received a five percent (5%) "in-grade" increase as a result, will be entitled to that additional five percent (5%) even if it puts them above maximum for their grade. This five percent (5%) will continue to be considered part of the employee's base pay for purposes of pension and overtime.

F. Training Certification Pay

1. Effective the first full pay period after July 1, 2006, employees covered by this Salary Schedule who were hired before January 1, 1999 will receive a training certification pay of one hundred and twenty dollars (\$120.00) per pay period and employees who were hired on or after January 1, 1999 will receive a training certification pay of forty-five dollars (\$45.00) per pay period.

2. Employees are required to attend, successfully complete and maintain various training recertification pursuant to the required regulation, law and/or standards, on their own time and at no further expense to the County. The County will provide the training recertification programs at various times and locations and at no additional cost to the employees. For the purpose of this section, this mandated training recertification is as follows:

Emergency Medical Technician – Basic – Hours set by the State

Cardio-Pulmonary Resuscitation (CPR) – Four (4) Hours

Respiratory Fit Testing

Annual Medical Physical – Four (4) Hours (Employees exceeding four hours shall be paid at one and one-half their regular rate of pay and shall not be subject to Section 7.17 Call-Back Pay.)

Infectious Control Refresher – Four (4) Hours

Four (4) hours of an additional training that is either mandated by a Federal or State regulation(s) or ordered by the Fire Chief.

3. Employees are required to successfully complete and maintain various training recertification pursuant to the required regulation, law and/or standards. The Department will provide for the employees to complete the following training recertification programs during the employee's normal duty hours. For the purpose of this section, this mandated training recertification is as follows:

Respiratory Protection Training – Four (4) Hours
Driver Training and Improvement Refresher – Four (4) Hours
Hazardous Material Refresher – Four (4) Hours

G. Field Training Officer (FTO) Compensation (Preceptor)

1. Employees who have acted in the capacity of preceptor during FY04 and/or FY05 shall receive seven hundred fifty dollars (\$750.00) in FY06 and again in FY07.

2. Employees who are County certified paramedics designated as a FTO/preceptor and in the Y03 classification shall receive a special duty pay of one thousand forty-dollars (\$1,040.00) per year. This special duty pay shall be based on one thousand four hundred forty hours (1,440) of service as a field-training officer and shall be considered as part of the employee's base pay. This compensation will be paid in one (1) installment in July of each fiscal year following the completion of the assignment and shall be pro-rated up or down depending upon the number of actual training hours compared to one thousand four hundred forty hours (1,440).

H. Stand-By Duty

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

Monday 0700 - Friday 1500
Friday 1500 - Monday 0700

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

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

addition, affected employees shall be compensated at a rate of one (1) day's pay for each subsequent seventy-two (72) hours on alert.

I. Pay While on Disability Leave

Any employee who, in accordance with Section 7. F. above, is on disability leave shall receive all pay during said period as disability income.

J. Overtime Pay

1. An employee covered by this Salary Schedule who is authorized to and who works in excess of his/her regular scheduled hours shall have the option of receiving pay at the rate of one and one-half (1.5) hours for each overtime hour worked or the option of receiving compensatory time at the rate of one and one-half (1.5) hours for each overtime hour worked. All leave with pay shall be considered time worked in the computation of overtime. Any employee entitled to be granted compensatory leave shall be granted such leave by the Fire Chief. Compensatory leave in excess of eight (8) hours shall be used within sixty (60) calendar days subsequent to it being earned.

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

3. Calculation of Overtime

Each hour of overtime shall be compensated as follows:

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

K. Wellness/Fitness

In order to protect the health, safety and welfare of the employees of the Department and the general public, the County and Union agree to the following:

1. The Department will maintain the position of Wellness/Fitness Medical Director and a Wellness/Fitness Coordinator.
2. The Department will provide for an annual physical each year at no cost for each employee. The physical will be a medical physical and not a physical fitness test.
3. The Department will maintain a ratio of one (1) "Peer Fitness Trainer" for every one hundred (100) uniformed employees and provide the initial training to these Peer Fitness Trainers.

4. 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.

9. GROUP HEALTH INSURANCE

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

B. During Calendar Years 2013, 2014 and 2015, 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%).

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. During Calendar Years 2013, 2014, and 2015, 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%). Employees who choose not to enroll in the Prescription Drug Plan may choose to receive a credit instead.

E. The changes in premium contribution percentages (in A, B and D) will not become effective unless and until collective bargaining agreements and/or necessary resolutions are approved by the County Council in effect providing that such changes are effective for all County employees. Changes will not be retroactive.

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

G. 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.

H. Employees may contribute up to five thousand dollars (\$5,000.00) in a dependent flexible spending account and up to five thousand dollars (\$5,000.00) in a medical flexible spending account. Effective January 1, 2013, employees may contribute up to two thousand five-hundred dollars (\$2,500.00) in a medical flexible spending account.

10. LIFE INSURANCE UNDER THE BENEFLEX PROGRAM

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

B. Effective July 1, 1989, the County will provide a supplemental life insurance benefit to an employee covered by these Salary Schedules who retires until age sixty (60) in an amount equal to the difference between the face value of his/her County basic term life insurance at the date of retirement and the decreased insured value of his/her County basic term life insurance after date of retirement. When the retiree attains age sixty (60), the retiree's total life insurance benefit shall be reduced by fifteen percent (15%) of the original face value per year, to a residual of twenty-five percent (25%) by reducing the supplemental life insurance benefit by twenty percent (20%) on the first (1st) day of the calendar month coinciding with or next following the date of his/her attainment of age sixty (60). On each of the next four (4) anniversaries the supplemental life insurance benefit will be reduced by the same dollar amount. The total combined life insurance benefit which the County will provide pursuant to the foregoing under the County's basic term life insurance policy and the supplemental life insurance policy will equal two (2) times the employee's annual salary (rounded to the nearest \$1,000.00) but not to exceed one hundred fifty thousand dollars (\$150,000.00) or two hundred thousand dollars (\$200,000.00) effective July 1, 1994.

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

11. SOCIAL SECURITY

A. Effective January 1, 2008, the County and each employee paid in accordance with these Salary Schedules shall make contributions to the Social Security fund at 7.65% of the first one hundred two thousand dollars (\$102,000.00), and 1.45% of the remainder paid in wages per employee per calendar year. Employee contributions shall be made through payroll deductions.

B. Subsequent changes in the Social Security tax rate and/or the taxable wage base as enacted through Federal legislation shall be applied in computing Social Security contributions by the County and each employee.

12. WORKERS' COMPENSATION

The County will provide at its own cost all benefits due to an employee pursuant to the Maryland Workers' Compensation Law, Title 9 of the Maryland Labor and Employment Code Annotated.

13. UNIFORMS

Required uniforms, with the exception of dress shoes, shall be provided by the County.

14. CLOTHING ALLOWANCE

Employees will receive an annual uniform allowance of one thousand seventy dollars (\$1,070.00), which will be paid in one (1) installment in July of each fiscal year. This uniform allowance is not considered part of the employee's base pay.

15. PHYSICAL TRAINING PAY

Employees covered by this Salary Schedule shall receive Physical Training Pay of two hundred twenty-five dollars (\$225.00), which will be paid in one (1) installment in July of each fiscal year. This Physical Training Pay is not considered part of the employee's base pay.

16. VACANCIES

All vacancies caused by permanent departure from the Department -- retirement, discharge, promotion or other (excluding disability leave) -- will be filled within ninety (90) days of the vacancy or within ninety (90) days of establishment of an eligibility list, whichever occurs later, or the first person on the eligibility list (or subsequent persons depending on the number of vacancies) will be paid as if he, she or they had been promoted from the ninety-first (91st) day on. The Department has the authority to eliminate the position during the ninety (90) day period; but if the position is restored, the first person on the promotional list (or subsequent persons depending on the number of vacancies) will be paid as if he, she or they had been promoted from the ninety-first (91st) day on.

17. TUITION ASSISTANCE AND EDUCATION INCENTIVE

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

18. DEATH AND DISABILITY PAYMENTS

A. Any condition or impairment of health of any person employed by Prince George's County, Maryland, as a Fire Fighter, Paramedic or Emergency Response Technician caused by lung disease, heart disease or hypertension resulting in total partial disability or death, shall be presumed to be a service-connected disability and to have been suffered in the line of duty and as a result of his/her employment.

B. Any such employee whose disability results from a condition or impairment of health caused by lung disease, heart disease or hypertension, shall receive such benefits as the employee may be entitled to under any existing or hereinafter created retirement or employee benefit system.

C. It is the intention of this Section for any such County employee who suffers from a condition or impairment of health caused by lung disease, heart disease or hypertension to receive full service-connected disability benefits from any retirement or employee benefit system unless evidence is produced which shall demonstrate to a reasonable degree of medical certainty that the employee's impairment of health or disability is not related to his/her employment.

D. This Section shall apply to all pending claims for service-connected disability benefits irrespective of the time when the condition or impairment of health shall have first become manifested.

E. Employees who die in the line of duty shall be promoted to their next rank.

19. RETIREMENT CONTRIBUTIONS

A. Effective July 1, 2013, employees hired prior to July 1, 2008 shall contribute six percent (6%) of base payroll to the retirement trust fund

B. Effective July 1, 2013, employees hired after July 1, 2008 shall contribute ten percent (10%) of base payroll to the retirement trust fund.

20. HOLD HARMLESS BENEFIT CALCULATION

For any employee covered by these Salary Schedules who retires during the period from July 1, 2013 through June 30, 2015, "Average Annual Compensation," as that term is defined in the Pension Plan, will be calculated as if the employee had received all merit steps in Fiscal Year 2010, 2011, 2012 and 2013 on his/her anniversary date for the applicable merit increase that the employee otherwise would have been eligible to receive.

21. IRS PICKUP PLAN

A. The County shall pick up, within the meaning of Section 414(h) (2) of the Internal Revenue Code, the employee contributions required by Section 7.5 (Contribution to Retirement Trust Fund) of the Agreement. Such amounts:

1. Are designated as employee contributions to be picked up by the County within the meaning of Section 414(h) (2) of the Internal Revenue Code and shall be treated as employer contributions in determining the tax treatment of such amounts under that section;

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

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

4. Shall, for all other purposes, be treated in the same manner and to the same extent as employee contributions made before establishment of the pickup plan.

B. Employees shall not be entitled to receive such amounts directly in lieu of having such amounts picked up by the County. This pickup plan becomes effective for pay periods beginning on or after its approval by the County Executive and the County Council. The County shall apply to the Internal Revenue Service for a private letter ruling with respect to the pickup plan, but neither the application nor the receipt of such a ruling are prerequisites to the implementation of the pickup plan.

22. MILITARY LEAVE

Any employee called up to active military service in response to the terrorist attacks on September 11, 2001, 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, 2015.

23. POLITICAL ACTION COMMITTEE (P.A.C)

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 P.A.C.. The Union agrees to indemnify and hold harmless the County from any loss or damages arising from the operation of this provision.

24. INCENTIVE AWARDS

To the extent that funds have been appropriated for such purpose, employees may be granted incentive awards, subject to the provisions of Section 16-209 of the Personnel Law.

25. PAY PLAN POLICY STATEMENT

It is the policy of the County that benefits afforded to employees in the Salary Plan are governed by the specific salary schedule to which an employee is currently assigned. If an employee is transferred, promoted, demoted, or in any way moves from one salary schedule to another, any benefits unique to or expressly a function of the former salary schedule are not carried over.