### COUNTY COUNCIL OF PRINCE GEORGE'S COUNTY, MARYLAND 2020 Legislative Session

Resolution No.	CR-111-2020
Proposed by	The Council Chair (by request – County Executive)
Introduced by	Council Members Turner, Anderson-Walker, Davis, Dernoga, Franklin,
	Glaros, Harrison, Hawkins, Ivey, Streeter and Taveras
Date of Introdu	ction November 10, 2020
	RESOLUTION
A RESOLUTIO	N concerning
	Compensation and Benefits,
Intern	ational Association of Fire Fighters, AFL-CIO, Local 1619 (Civilians)
	Salary Schedule "H"
For the purpose	of amending the Salary Plan of the County to reflect the terms of recent
agreements betw	een Prince George's County, Maryland and the International Association of Fire
Fighters, AFL-C	IO, Local 1619 (Civilians), to provide a hazard pay stipend for the period of
August 1 through	September 26, 2020, and to provide a modified benefit in the maximum
accumulation of	annual leave to be carried over from leave year 2020 into leave year 2021.
WHEREAS	S, pursuant to Section 903 of Article IX of the Prince George's County Charter
and Section 16-1	25(a) of the Prince George's County Code, amendments to the County's Salary
Plan are to be su	bmitted to the County Council in resolution form; and
WHEREAS	S, the global pandemic Coronavirus ("COVID-19") continues to pose an
imminent risk to	the health, safety and welfare of Prince George's County residents; and
WHEREAS	S, emergency declarations issued at the federal, State and County level remain in
effect; and	
WHEREAS	S, COVID-19 continues to present economic and personnel challenges for the
County; and	
WHEREAS	S, the many restrictions resulting from the COVID-19 pandemic, which included
a "Stay at Home	" order for a period of time, prohibited many employees from being able to use
their accrued ann	nual leave this year as they normally would; and
WHEREAS	S, the County Executive has recommended that the Salary Plan be amended to

reflect the addition of COVID-19 Hazard Pay and provide a modified benefit in the maximum accumulation of annual leave to be carried over from leave year 2020 into leave year 2021 for employees covered by Salary Schedule H.

NOW, THEREFORE, BE IT RESOLVED by the County Council of Prince George's County, Maryland, that Salary Schedule H submitted and recommended by the County Executive on November 3, 2020, which is attached hereto and made a part here of, setting forth the following modifications: hazard pay for the period of August 1, 2020 through September 26, 2020, and a temporary increase in the maximum accumulation of annual leave to be carried over from leave year 2020 into leave year 2021 from 360 hours to 440 hours, be and the same is hereby approved.

BE IT FURTHER RESOLVED that this Resolution shall take effect on the day it is adopted and that, unless stated otherwise in a specific provision of the Salary Schedule, shall be retroactively effective to August 1, 2020.

Adopted this <u>17th</u> day of <u>November</u>, 2020.

COUNTY COUNCIL OF PRINCE GEORGE'S COUNTY, MARYLAND

	BY:	
	Todd M. Turner	
	Council Chair	
ATTEST:		
	_	
Donna J. Brown		
Clerk of the Council		

#### **SALARY SCHEDULE H**

#### **SCHEDULE OF PAY GRADES**

#### INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS

**LOCAL 1619, CIVILIANS** 

PRINCE GEORGE'S COUNTY, MARYLAND

**EFFECTIVE JUNE 29, 2020 - JUNE 30, 2021** 

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#### 1. SALARY SCHEDULES

# SALARY SCHEDULE H EFFECTIVE JULY 1, 2018 FIRE/EMS DEPARTMENT CIVILIAN EMPLOYEES PRINCE GEORGE'S COUNTY, MARYLAND

	MINIMUM	MAXIMUM
H02		
HOURLY	8.7892	19.4489
BIWKLY	703.14	1555.91
ANNUAL	18,282	40,454
H03		
HOURLY	9.2096	20.3959
BIWKLY	736.77	1631.67
ANNUAL	19,156	42,423
H04		
HOURLY	9.6513	21.3901
BIWKLY	772.10	1711.21
ANNUAL	20,075	44,491
	_0,0.0	,
H05		
HOURLY	10.1148	22.4342
BIWKLY	809.18	1794.74
ANNUAL	21,039	46,663
H06		
HOURLY	10.6015	23.5302
BIWKLY	848.12	1882.42
ANNUAL	22,051	48,943
H07		
HOURLY	11.1120	24.6805
BIWKLY	888.96	1974.44
ANNUAL	23,113	51,335
	-, -	- ,
H08		
HOURLY	11.6487	25.8891
BIWKLY	931.90	2071.13
ANNUAL	24,229	53,849
H09		
HOURLY	12.2124	27.1583
BIWKLY	976.99	2172.66
ANNUAL	25,402	56,489

	MINIMUM	MAXIMUM
H10		
HOURLY	12.8040	28.4909
BIWKLY	1024.32	2279.27
ANNUAL	26,632	59,261
H11		
HOURLY	13.4251	29.8905
BIWKLY	1074.01	2391.24
ANNUAL	27,924	62,172
H12		
HOURLY	14.0775	31.3589
BIWKLY	1126.20	2508.71
ANNUAL	29,281	65,227
H13		
HOURLY	14.7622	32.9015
BIWKLY	1180.98	2632.12
ANNUAL	30,705	68,435
H14		
HOURLY	15.4814	34.5209
BIWKLY	1238.51	2761.67
ANNUAL	32,201	71,803
H15		
HOURLY	16.2365	36.2214
BIWKLY	1298.92	2897.71
ANNUAL	33,772	75,341
H16		
HOURLY	17.0295	38.0071
BIWKLY	1362.36	3040.57
ANNUAL	35,421	79,055
H17		
HOURLY	17.8617	39.8818
BIWKLY	1428.94	3190.54
ANNUAL	37,152	82,954
H18		
HOURLY	18.7363	41.8505
BIWKLY	1498.90	3348.04
ANNUAL	38,972	87,049

	MINIMUM	MAXIMUM
H19		
HOURLY	19.6539	43.9178
BIWKLY	1572.31	3513.42
ANNUAL	40,880	91,349
H20		
HOURLY	20.6176	46.0882
BIWKLY	1649.41	3687.06
ANNUAL	42,885	95,863
H21		
HOURLY	21.6292	48.3665
BIWKLY	1730.34	3869.32
ANNUAL	44,989	100,602
H22		
HOURLY	22.6917	50.7599
BIWKLY	1815.34	4060.79
ANNUAL	47,199	105,581
H23		
HOURLY	23.8076	53.2718
BIWKLY	1904.61	4261.74
ANNUAL	49,520	110,805
H24		
HOURLY	24.9787	55.9102
BIWKLY	1998.30	4472.82
ANNUAL	51,956	116,293
H25		
HOURLY	26.2091	58.6801
BIWKLY	2096.73	4694.41
ANNUAL	54,515	122,055
H26		
HOURLY	27.5001	61.5888
BIWKLY	2200.01	4927.10
ANNUAL	57,200	128,105
H27		
HOURLY	28.8565	64.6427
BIWKLY	2308.52	5171.42
ANNUAL	60,022	134,457
ANNUAL	00,022	134,437

The minimum and maximum hourly rates are the October 1, 2017 minimum and maximum rates.

### SALARY SCHEDULE H EFFECTIVE JANUARY 6, 2019 FIRE/EMS DEPARTMENT CIVILIAN EMPLOYEES PRINCE GEORGE'S COUNTY, MARYLAND

	MINIMUM	MAXIMUM
H02		
HOURLY	8.9430	19.7893
BIWKLY	715.44	1583.14
ANNUAL	18,601	41,162
H03		
HOURLY	9.3708	20.7528
BIWKLY	749.66	1660.23
ANNUAL	19,491	43,166
1104		
H04 HOURLY		
BIWKLY	9.8202	21.7644
ANNUAL	785.62	1741.15
ANNUAL	20,426	45,270
H05		
HOURLY	10.2918	22.8268
BIWKLY	823.34	1826.14
ANNUAL	21,407	47,480
	21,407	47,400
H06		
HOURLY	10.7870	23.9420
BIWKLY	862.96	1915.36
ANNUAL	22,437	49,799
	,	,.
H07		
HOURLY	11.3065	25.1124
BIWKLY	904.52	2008.99
ANNUAL	23,517	52,234
H08		
HOURLY	44.0500	00.040-
BIWKLY	11.8526	26.3422
ANNUAL	948.20	2107.37
ANNOAL	24,653	54,792
H09		
HOURLY	12.4261	27.6336
BIWKLY	994.09	2210.69
ANNUAL	25,846	57,478
	20,040	51,770

	MINIMUM	MAXIMUM
H10		
HOURLY	13.0281	28.9895
BIWKLY	1042.25	2319.16
ANNUAL	27,098	60,298
H11		
HOURLY	13.6600	30.4136
BIWKLY	1092.80	2433.09
ANNUAL	28,413	63,260
H12		
HOURLY	14.3239	31.9077
BIWKLY	1145.91	2552.61
ANNUAL	29,794	66,368
H13		
HOURLY	15.0205	33.4773
BIWKLY	1201.64	2678.18
ANNUAL	31,243	69,633
114.4		
H14		
HOURLY	15.7523	35.1250
BIWKLY	1260.19	2810.00
ANNUAL	32,765	73,060
1145		
H15		
HOURLY	16.5206	36.8553
BIWKLY ANNUAL	1321.65	2948.42
ANNUAL	34,363	76,659
H16		
HOURLY	4-00-	
BIWKLY	17.3275	38.6722
ANNUAL	1386.20	3093.78
AITITOAL	36,041	80,438
H17		
HOURLY	40.4740	40 5707
BIWKLY	18.1743	40.5797
ANNUAL	1453.94	3246.38
	37,803	84,406
H18		
HOURLY	10.0640	40 E000
BIWKLY	19.0642 1525 13	42.5829
ANNUAL	1525.13	3406.63
	39,654	88,572

	MINIMUM	MAXIMUM
H19		
HOURLY	19.9978	44.6864
BIWKLY	1599.83	3574.91
ANNUAL	41,596	92,948
H20		
HOURLY	20.9784	46.8947
BIWKLY	1678.27	3751.58
ANNUAL	43,635	97,541
H21		
HOURLY	22.0077	49.2129
BIWKLY	1760.62	3937.03
ANNUAL	45,776	102,363
H22		
HOURLY	23.0888	51.6482
BIWKLY	1847.10	4131.86
ANNUAL	48,025	107,428
1100		
H23		
HOURLY	24.2242	54.2041
BIWKLY	1937.94	4336.32
ANNUAL	50,386	112,744
H24		
HOURLY		
BIWKLY	25.4158	56.8886
ANNUAL	2033.27	4551.09
ANNOAL	52,865	118,328
H25		
HOURLY	00.0070	50.7070
BIWKLY	26.6678	59.7070
ANNUAL	2133.42	4776.56
/	55,469	124,191
H26		
HOURLY	27.9814	62.6666
BIWKLY	2238.51	5013.33
ANNUAL	58,201	130,347
	30,201	130,341
H27		
HOURLY	29.3615	65.7739
BIWKLY	2348.92	5261.92
ANNUAL	61,072	136,810
1 1 4 4 1 1	. 1 2010	10.1.1.1

The minimum and maximum hourly rates are the July 1, 2018 minimum and maximum rates multiplied by 1.75%. For administrative purposes the hourly rates are the controlling rates. Biweekly rates are the hourly rates multiplied by 80 and rounded to the nearest cent. Annual rates are the hourly rates multiplied by 2080 and rounded to the nearest dollar.

### SALARY SCHEDULE H EFFECTIVE JULY 1, 2019 FIRE/EMS DEPARTMENT CIVILIAN EMPLOYEES PRINCE GEORGE'S COUNTY, MARYLAND

	MINIMUM	MAXIMUM
H02		
HOURLY	8.9430	20.4819
BIWKLY	715.44	1638.55
ANNUAL	18,601	42,602
H03		
HOURLY	9.3708	21.4792
BIWKLY	749.66	1718.33
ANNUAL	19,491	44,677
1104		
HOURLY		
HOURLY BIWKLY	9.8202	22.5262
ANNUAL	785.62	1802.09
ANNUAL	20,426	46,854
H05		
HOURLY	40.0040	22.0257
BIWKLY	10.2918	23.6257
ANNUAL	823.34	1890.06
7.11110712	21,407	49,142
H06		
HOURLY	10.7870	24.7799
BIWKLY	862.96	1982.40
ANNUAL	22,437	51,542
	22,407	01,042
H07		
HOURLY	11.3065	25.9913
BIWKLY	904.52	2079.31
ANNUAL	23,517	54,062
H08		
HOURLY	11.8526	27.2641
BIWKLY	948.20	2181.13
ANNUAL	24,653	56,709
H09		
HOURLY	12.4261	28.6007
BIWKLY	994.09	2288.06
ANNUAL	25,846	59,490

	MINIMUM	MAXIMUM
H10		
HOURLY	13.0281	30.0041
BIWKLY	1042.25	2400.33
ANNUAL	27,098	62,409
H11		
HOURLY	13.6600	31.4781
BIWKLY	1092.80	2518.24
ANNUAL	28,413	65,474
H12		
HOURLY	14.3239	33.0244
BIWKLY	1145.91	2641.96
ANNUAL	29,794	68,691
1140		
H13		
HOURLY	15.0205	34.6490
BIWKLY	1201.64	2771.92
ANNUAL	31,243	72,070
H14		
HOURLY		
BIWKLY	15.7523	36.3544
ANNUAL	1260.19	2908.35
ANNOAL	32,765	75,617
H15		
HOURLY	16.5206	38.1452
BIWKLY	1321.65	3051.62
ANNUAL	34,363	79,342
	34,303	19,342
H16		
HOURLY	17.3275	40.0258
BIWKLY	1386.20	3202.06
ANNUAL	36,041	83,254
	33,3 11	00,20 !
H17		
HOURLY	18.1743	42.0000
BIWKLY	1453.94	3360.00
ANNUAL	37,803	87,360
	•	·
H18		
HOURLY	19.0642	44.0733
BIWKLY	1525.13	3525.86
ANNUAL	39,654	91,672

		Cit
	MINIMUM	MAXIMUM
H19		
HOURLY	19.9978	46.2504
BIWKLY	1599.83	3700.03
ANNUAL	41,596	96,201
	41,550	30,201
H20		
HOURLY	20.9784	48.5361
BIWKLY	1678.27	3882.88
ANNUAL		
7.1.11.07.1 <u>2</u>	43,635	100,955
H21		
HOURLY	00 0077	50.0054
BIWKLY	22.0077	50.9354
ANNUAL	1760.62	4074.83
ANNUAL	45,776	105,946
H22		
HOURLY	23.0888	53.4559
BIWKLY	1847.10	4276.47
ANNUAL	48,025	111,188
H23		
HOURLY	24.2242	56.1012
BIWKLY	1937.94	4488.10
ANNUAL	50,386	116,690
H24		
HOURLY	25.4158	58.8797
BIWKLY	2033.27	4710.38
ANNUAL	52,865	122,470
H25		
HOURLY	26.6678	61.7967
BIWKLY	2133.42	4943.74
ANNUAL	55,469	128,537
	,	-,
H26		
HOURLY	27.9814	64.8599
BIWKLY	2238.51	5188.79
ANNUAL	58,201	134,909
	00,201	104,009
H27		
HOURLY	29.3615	68.0760
BIWKLY	2348.92	5446.08
ANNUAL		
_	61,072	141,598

The minimum hourly rates are the January 6, 2019 rates and the maximum hourly rates are the January 6, 2019 maximum rates multiplied by 1.035%. For administrative purposes the hourly rates are the controlling rates. Biweekly rates are the hourly rates multiplied by 80 and rounded to the nearest cent. Annual rates are the hourly rates multiplied by 2080 and rounded to the nearest dollar.

## SALARY SCHEDULE H EFFECTIVE JANUARY 5, 2020 FIRE/EMS DEPARTMENT CIVILIAN EMPLOYEES PRINCE GEORGE'S COUNTY, MARYLAND

H02 HOURLY BIWKLY 726.17 ANNUAL 18,880 43,241  H03 HOURLY BIWKLY 760.91 ANNUAL 19,784 45,347  H04 HOURLY 9.9675 22.8641 BIWKLY 797.40 1829.13 ANNUAL 20,732 47,557  H05 HOURLY BIWKLY 10.4462 BIWKLY 3835.69 1918.41 ANNUAL 21,728 49,879  H06 HOURLY 10.9488 BIWKLY ANNUAL 21,728 49,879  H06 HOURLY 10.9488 BIWKLY ANNUAL 21,728 49,879  H06 HOURLY 10.9488 25.1516 BIWKLY 875.91 2012.13 ANNUAL 22,774 52,315
BIWKLY 726.17 1663.13 ANNUAL 18,880 43,241  H03 HOURLY 9.5113 21.8014 BIWKLY 760.91 1744.11 ANNUAL 19,784 45,347  H04 HOURLY 9.9675 22.8641 BIWKLY 797.40 1829.13 ANNUAL 20,732 47,557  H05 HOURLY 10.4462 23.9801 BIWKLY 835.69 1918.41 ANNUAL 21,728 49,879  H06 HOURLY 10.9488 25.1516 BIWKLY 875.91 2012.13 ANNUAL 22,774 52,315  H07 HOURLY 11.4761 26.3812
ANNUAL  18,880  43,241  H03  HOURLY  BIWKLY  760.91  ANNUAL  19,784  45,347  H04  HOURLY  BIWKLY  797.40  ANNUAL  20,732  47,557  H05  HOURLY  BIWKLY  10.4462  23.9801  BIWKLY  ANNUAL  21,728  49,879  H06  HOURLY  10.9488  EDWICKLY  10.9488  EDWICKLY  10.9488  EDWICKLY  BIWKLY  ANNUAL  22,774  52,315  H07  HOURLY  HOURLY  11.4761  26.3812
H03 HOURLY 9.5113 21.8014 BIWKLY 760.91 1744.11 ANNUAL 19,784 45,347  H04 HOURLY 9.9675 22.8641 BIWKLY 797.40 1829.13 ANNUAL 20,732 47,557  H05 HOURLY 835.69 1918.41 ANNUAL 21,728 49,879  H06 HOURLY 10.9488 25.1516 BIWKLY 875.91 2012.13 ANNUAL 22,774 52,315  H07 HOURLY 11.4761 26.3812
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HOURLY BIWKLY 760.91 1744.11 ANNUAL 19,784 45,347  H04 HOURLY 9.9675 22.8641 BIWKLY 797.40 1829.13 ANNUAL 20,732 47,557  H05 HOURLY 10.4462 23.9801 BIWKLY 835.69 1918.41 ANNUAL 21,728 49,879  H06 HOURLY 10.9488 25.1516 BIWKLY 875.91 ANNUAL 22,774 52,315  H07 HOURLY 11.4761 26.3812
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H04 HOURLY 9.9675 22.8641 BIWKLY 797.40 1829.13 ANNUAL 20,732 47,557  H05 HOURLY 10.4462 23.9801 BIWKLY 835.69 1918.41 ANNUAL 21,728 49,879  H06 HOURLY 10.9488 25.1516 BIWKLY 875.91 2012.13 ANNUAL 22,774 52,315  H07 HOURLY 11.4761 26.3812
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BIWKLY 835.69 1918.41 ANNUAL 21,728 49,879  H06 HOURLY 10.9488 25.1516 BIWKLY 875.91 2012.13 ANNUAL 22,774 52,315  H07 HOURLY 11.4761 26.3812
ANNUAL 21,728 49,879  H06  HOURLY 10.9488 25.1516  BIWKLY 875.91 2012.13  ANNUAL 22,774 52,315  H07  HOURLY 11.4761 26.3812
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<b>HOURLY</b> 11.4761 26.3812
11.4701 Z0.301Z
<b>BIWKLY</b> 918.08 2110.50
<b>ANNUAL</b> 23,870 54,873
H08
<b>HOURLY</b> 12.0303 27.6731
<b>BIWKLY</b> 962.43 2213.85
<b>ANNUAL</b> 25,023 57,560
H09
HOURLY 12.6125 29.0298
BIWKLY 1009.00 2322.38
<b>ANNUAL</b> 26,234 60,382

	MINIMUM	MAXIMUM
H10		
HOURLY	13.2235	30.4542
BIWKLY	1057.88	2436.33
ANNUAL	27,505	63,345
	·	
H11		
HOURLY	13.8649	31.9502
BIWKLY	1109.20	2556.02
ANNUAL	28,839	66,456
	-,	,
H12		
HOURLY	14.5387	33.5198
BIWKLY	1163.10	2681.59
ANNUAL	30,241	69,721
	,	/
H13		
HOURLY	15.2458	35.1687
BIWKLY	1219.67	2813.50
ANNUAL	31,711	73,151
	,	,
H14		
HOURLY	15.9886	36.8997
BIWKLY	1279.09	2951.98
ANNUAL	33,256	76,751
	33,233	. 5,. 5 .
H15		
HOURLY	16.7684	38.7174
BIWKLY	1341.48	3097.39
ANNUAL	34,878	80,532
	0 1,07 0	00,002
H16		
HOURLY	17.5874	40.6261
BIWKLY	1406.99	3250.09
ANNUAL	36,582	84,502
	,	- 1,
H17		
HOURLY	18.4469	42.6300
BIWKLY	1475.75	3410.40
ANNUAL	38,370	88,670
	33,37	30,070
H18		
HOURLY	19.3501	44.7344
BIWKLY	1548.01	3578.75
ANNUAL	40,248	93,048
	10,240	00,040

		CIC
	MINIMUM	MAXIMUM
H19		
HOURLY	20.2978	46.9441
BIWKLY	1623.82	3755.53
ANNUAL	42,219	97,644
	42,213	37,044
H20		
HOURLY	21.2931	49.2641
BIWKLY	1703.45	3941.13
ANNUAL		
,	44,290	102,469
H21		
HOURLY	00.0070	54.0004
BIWKLY	22.3378	51.6994
ANNUAL	1787.03	4135.95
ANNOAL	46,463	107,535
H22		
HOURLY		
	23.4351	54.2577
BIWKLY	1874.81	4340.62
ANNUAL	48,745	112,856
1100		
H23		
HOURLY	24.5876	56.9427
BIWKLY	1967.01	4555.42
ANNUAL	51,142	118,441
H24		
HOURLY	25.7971	59.7629
BIWKLY	2063.77	4781.03
ANNUAL	53,658	124,307
H25		
HOURLY	27.0678	62.7237
BIWKLY	2165.42	5017.90
ANNUAL	56,301	130,465
	,	•
H26		
HOURLY	28.4011	65.8328
BIWKLY	2272.09	5266.63
ANNUAL	59,074	136,932
	55,07 1	100,002
H27		
HOURLY	29.8019	69.0972
BIWKLY	2384.15	5527.77
ANNUAL		
	61,988	143,722

The minimum and maximum hourly rates are the July 1, 2019 rates multiplied by 1.5%. For administrative purposes the hourly rates are the controlling rates. Biweekly rates are the hourly rates multiplied by 80 and rounded to the nearest cent. Annual rates are the hourly rates multiplied by 2080 and rounded to the nearest dollar.

#### 2. MIN-MAX SYSTEM:

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

#### 1. Effective July 1, 1994:

- a. The minimum and maximum pay rates for employees covered by this salary schedule are established on the attached schedules of pay rates for employees in the job classifications listed in Article I of the Agreement.
- b. Merit steps will have the value of three and one-half percent (3.5%). An employee will be eligible to advance to the next merit step for his/her grade on his/her anniversary date at the rate of one (1) step per year provided that he/she receives a satisfactory performance evaluation for the preceding year.
- c. (1) If, upon the granting of a three and one-half percent (3.5%) merit increase, an employee's salary is one percent (1%) or less from the applicable maximum rate, the employee will have his/her salary rate adjusted to the applicable maximum rate.
- (2) If upon the granting of a three and one-half percent (3.5%) merit increase, an employee's salary rate is greater than one percent (1%) but less than three and one-half percent (3.5%) from the applicable maximum rate, the employee upon satisfactory completion of one (1) additional year of service, will have his/her salary rate adjusted to the applicable maximum rate.
- d. Upon promotion an employee's salary rate shall be the greater of a ten percent (10%) increase over his/her current rate or a ten percent (10%) increase above the stated minimum for the grade to which he/she is promoted.
- e. Steps for the purpose of demotions, discipline, and reallocations, shall be at a rate of five percent (5%) and shall be governed by the Personnel Law.
- f. The maximum pay rate at each grade will be increased by an additional five percent (5%) on July 1, 1994.
- g. Employees covered by this salary schedule and hired before July 1, 1993 will keep the anniversary dates that they held on July 1, 1993 for as long as they are continuously employed. Employees hired on or after July 1, 1993 will have as their anniversary dates the dates of their initial appointment and those anniversary dates will not be changed while those employees are continuously employed.
- B. Effective July 1, 2019 the maximum pay rates will be increased by three and one-half percent (3.5%).

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

#### 3. COST OF LIVING INCREASES

Cost of living adjustments to be determined once negotiations are completed.

#### 4. MERIT INCREASES

- a. Employees covered by this Agreement who are otherwise eligible to receive a merit increase during the period from July 1, 2013 through June 30, 2014, will receive it up to the maximum of the applicable pay grade.
- b. Employees covered by this Agreement who are otherwise eligible to receive a merit increase during the period from July 1, 2014 through June 30, 2015, will receive it up to the maximum of the applicable pay grade.
- c. Employees covered by this Agreement who are otherwise eligible to receive a merit increase during the period from July 1, 2012 through June 30, 2013, (i.e. Fiscal year 2013) will receive the merit increase, up to the maximum of the applicable pay grade, effective the first full pay period beginning on or after October 1, 2014. There will be no retroactive payment for this merit increase.
- d. Employees covered by this agreement who are eligible to receive a merit increase in FY 2016 will not receive it during FY 2017.
- e. Employees covered by this Agreement who are otherwise eligible to receive a merit increase during FY2017, will receive that merit step effective on their anniversary date during FY 2018 (from July 1, 2017 through June 30, 2018).
- f. Employees covered by this Agreement who are otherwise eligible to receive a merit increase during FY2018, will receive that merit step effective on their anniversary date during FY 2018 (from July 1, 2017 through June 30, 2018).
- g. There shall be no retroactive payments and no other merit increases will be paid for the duration of this agreement.
- h. Employees covered by this Agreement who are otherwise eligible to receive a merit increase during the period from July 1, 2018 through June 30, 2019 (i.e. Fiscal Year 2019), will receive that merit increase on their anniversary date in FY2019.
- i. Employees covered by this Agreement who are otherwise eligible to receive a merit increase during the period from July 1, 2019 through June 30, 2020 (i.e. Fiscal Year 2020), will receive that merit increase on their anniversary date in FY2020
  - j. Fiscal Year 2021 to be determined once negotiations are completed.

#### 5. WORKWEEK

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

#### 6. HOURS OF WORK

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

#### B. Breaks

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

#### 7. OVERTIME PAY

A. Provided the employee is in a pay status for the total of his/her regularly scheduled hours during a workweek, an employee covered by this Salary Schedule who is authorized to and who works in excess of his/her scheduled hours (40) shall have the option of receiving pay at the rate of one and one-half (1.5) hours for each overtime hour worked or, with management approval, the option of receiving compensatory time at the rate of one and one-half (1.5) hours for each overtime hour worked. Employees will be given the opportunity to use compensatory time earned for overtime pursuant to departmental procedures.

#### B. Calculation of Overtime

Each hour of overtime shall be compensated as follows:

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

#### 8. 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.

#### 9. SHIFT DIFFERENTIAL

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

No shift differential will be considered to be a part of the employee's base rate, nor shall it be applied to pay for non-productive hours such as holiday pay, annual and sick leave pay nor shall it be used for the purpose of computing retirement deductions or for retirement or insurance benefits.

#### 10. CALL-BACK PAY

An employee who is called back from off-duty, and does in fact perform duties on behalf of the Prince George's County Fire Department during his/her normal off-duty hours by authority of the County Fire Chief, shall be paid the minimum of four (4) hours at one and one-half (1.5) times his/her regular rate of pay. This provision shall not apply to administrative hearings or disciplinary procedures that affect the employee. However, Management will attempt to schedule such hearings and/or procedures during the normal duty hours of the employee; or, at a time mutually agreeable to both parties.

#### 11. EARLY REPORTING TIME

- A. An employee who is called in to work by career officers authorized by the County Fire Chief for two (2) hours or less immediately before his/her normally scheduled starting time shall be paid for such hours at one and one-half (1.5) times his/her regular rate of pay beginning with his/her regular starting time.
- B. The provision of Section 9, <u>Call-Back Pay</u>, shall apply to an employee called in to work less than two (2) hours immediately before his/her regularly schedule starting time.

#### 12. 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.

#### 12.1 COVID-19 HAZARD PAY

- A. Essential Public Facing employees that report to work from August 1, 2020 through September 26, 2020, will be entitled to receive \$350 per pay period of COVID-19 Hazard Pay. For an employee to receive the \$350 COVID-19 Hazard Pay, an employee must work 75% of their scheduled hours. If an employee works less than 75% of their scheduled hours, the COVID-19 Hazard Pay shall be prorated accordingly. Telework hours do not qualify for this provision.
- B. Essential Non-Public Facing employees represented by the Union that report to work from August 1, 2020 through September 26, 2020, will be entitled to receive \$200 per pay period of COVID-19 Hazard Pay. For an employee to receive the\$200 COVID-19 Hazard Pay, an employee must work 75% of their scheduled hours. If an employee works less than 75% of their scheduled hours, the COVID-19 Hazard Pay shall be prorated accordingly. Telework hours do not qualify for this provision.

#### 13. HOLIDAYS AND HOLIDAY PAY

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

New Year's Day

Veteran's Day

Martin Luther King Jr.'s
Birthday
Thanksgiving Day

Washington's Birthday Christmas Day

Memorial Day Presidential Inauguration Day (every 4 years)

Independence Day County Employee's Appreciation Day

Labor Day

Fire Fighter Recognition Day (Friday before the

observance of Memorial Day)

Columbus Day

B. If an employee works on a designated holiday, he/she shall be paid at the rate of two (2) times his/her regular rate of pay for all hours worked on the holiday and the employee shall not receive an additional day off.

#### 14. STANDBY DUTY

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

Monday 0700 - Friday 1500

Friday 1500 - Monday 0700

- B. A bargaining unit employee required by the Fire Chief or his/her designee to be on standby during the Monday through Friday tour of duty shall be compensated at the rate of two (2) hours of compensatory time per day; the rate of compensation for the Friday through Monday tour shall be four (4) hours of compensatory time per day. The rate of 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.

#### 15. PAY WHILE ON I.O., I. LEAVE

Any employee who is on I.O.J. or disability leave shall receive all pay during said period as disability income.

#### 16. CLOTHING ALLOWANCE

Effective, July 1, 2019, Fire Inspectors, Fire Investigators, Training Academy Instructors, Heavy Equipment Mechanics, Master Equipment Mechanics, Supply Technicians, Breathing Air Technicians, and Garage Supervisors, covered by this Agreement shall receive a clothing allowance of eight hundred and fifty dollars (\$850.00) per year. This clothing allowance is not

considered part of the employee's base pay, and will be paid in one (1) installment in July of each fiscal year. The County will provide fire inspectors with uniforms, safety equipment (including safety shoes and goggles) and overalls. The County will also provide heavy equipment mechanics and master equipment mechanics uniforms, safety shoes and mechanic tools. The Fire/EMS Department will also maintain the mechanics tools.

#### 17. PREMIUM PAY

- A. Effective July 1, 2012, heavy equipment mechanics and master equipment mechanics shall receive a premium of ten cents (\$0.10) per hour for each Automotive Service Excellence (ASE) certification in either the test series for Automobile (A1 through A8) and Self Contained Breathing Apparatus (SCBA), Medium/Heavy Truck (T1 through T8), or the advanced level series L1 and L2. The premium shall be added to the base hourly wage at the time. Failure to maintain a certificate will result in forfeiture of the premium pay.
- B. Effective July 1, 2012, employees who are assigned to the Fire/EMS Training Academy and certified as instructors through the Maryland Instructor Certification Review Board (MICRB) shall receive one and one half percent (1 ½ %) above their regular rate of pay and each employee must maintain their certification in accordance with the guidelines set forth by the State of Maryland. This compensation is not considered part of the employee's base pay.
- C. Effective July 1, 2017, employees who are assigned, or detailed for a period greater than fourteen (14) consecutive days, to the Office of the Fire Marshal and are certified as Fire Investigators, Fire Inspectors, Law Enforcement Officers and/or Canine Handlers shall receive one and one half percent (1 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.

#### 18. SICK LEAVE

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

#### 19. ANNUAL LEAVE

- A. Annual leave policies shall be administered in accordance with the Prince George's County Personnel Law requirements.
- 1. A maximum of three hundred sixty (360) hours of accumulated annual leave earned beginning with the first pay period in the 1997 leave year (i.e., January 5, 1997) may be carried over from one leave year to the next by an employee (i.e., new annual leave).
- a. Notwithstanding the provisions of Article 6, Section 6.2 1 of the Parties' Collective Bargaining Agreement, a maximum of 440 hours of accumulated annual leave may be carried over from leave year 2020 into leave year 2021. Unless amended by future legislation, the maximum amount of annual leave that may be carried over from leave year 2021 into leave year 2022 shall revert back to 360 hours. This modified benefit shall sunset automatically upon its implementation.

- 2. An employee shall be allowed to carry over annual leave earned as of the last full pay period in leave year 1996 (i.e., old annual leave) even if such accumulated amount is in excess of the maximum allowed in Subsection 1., above, or in excess of the one hundred thirty (130) days maximum allowed in the first paragraph of former Section 6.2 of the Agreement.
- 3. Effective beginning with the 1997 leave year, new annual leave in excess of the three hundred sixty (360) hours limit will convert to new sick leave.

#### 20. 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.

#### 21. LEAVE OF ABSENCE

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

#### 22. PERSONAL LEAVE

Twenty-eight (28) hours of paid personal leave per leave year, including the four (4) hours in lieu of the former General Election Holiday, shall be granted to each employee eligible for annual leave. A personal leave day shall be requested and approved in advance of use. There shall be no accumulation of personal leave days and unused personal leave shall be forfeited at the end of the leave year or upon termination of employment. A personal leave day equals eight (8) hours. Personal leave may be taken in increments of one (1) hour.

#### 23. BEREAVEMENT LEAVE

Members of the Unit shall be entitled to use accumulated sick leave for the purpose of bereavement when a death occurs in a member's family. A maximum amount of sick leave used shall not normally exceed three (3) working days. The term "family" shall mean and include the member's spouse, child, sister, brother, parent, mother and father-in-law, grandparent and aunt or uncle. Leave needed beyond three (3) days because of travel distance, religious requirements or other extenuating circumstances may be extended on a case-by-case basis, but in no instance shall such bereavement leave be approved beyond seven (7) working days. Effective with the 1994 leave year, the first three (3) days of bereavement leave taken upon the death of a parent, spouse or child will be administrative leave rather than sick leave.

#### 24. DISCRETIONARY LEAVE

- A. Employees covered by this Salary Schedule are eligible for and may take one (1) day of discretionary leave per leave year. Discretionary leave may be taken in increments and must be taken with reasonable advance notice and approved prior to use. A day of discretionary leave, like a day of holiday leave, shall consist of the number of hours in the employee's regularly scheduled work shift.
- B. Employees covered by this Salary Schedule who have been employed as employees of Prince George's County for ten (10) or more years shall be eligible for one (1) day of discretionary leave per leave year in addition to the one (1) day of discretionary leave described in the above paragraph A, subject to the same limitations described in that paragraph.
- C. Employees covered by this Salary Schedule who have been employed as employees of Prince George's County for fifteen (15) or more years shall be eligible for two (2) days of discretionary leave per leave year in addition to the one (1) day of discretionary leave

- described in the above paragraph A, subject to the same limitations described in that paragraph.
- D. Employees who are receiving a pension for previous County service are prohibited from counting their pensioned years of service for paragraphs A., B., and C. above.

#### 25. ADDITIONAL LEAVE PROVISION

In the event the County Executive grants administrative leave to non-essential County employees because of extreme inclement weather or other hazardous working conditions, which may prevent employees from reporting to work or which may require early release from work, those employees required by the Fire Department to perform duties will be entitled to receive one (1) hour of compensatory time for each hour worked during the emergency, in addition to any pay to which they are entitled for that period.

#### 26. UNION LEAVE

A. <u>Conferences and Seminars</u> - Members of the bargaining unit shall be granted time to attend conventions and conferences without loss of pay or leave with prior approval of the County Fire Chief (not to be unreasonably withheld), and further provided that such meetings shall not exceed six (6) per fiscal year and that not more than two (2) members of the bargaining unit request such approval.

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

- B. <u>Leave for Negotiations</u> Employees (not to exceed three (3) in number) who, upon the request of the Union are excused from their regular assignment for the purpose of participating in negotiation sessions with representatives of the County, shall suffer no loss of pay or leave.
- C. <u>Union President</u> The President of the Union and one (1) additional employee selected by the President shall be granted administrative leave with pay as may be required for the purpose of discharging official duties of the Union. As used in this Article, "additional member" is the same person granted release from full-duties to perform work on behalf of IAFF Local 1619-- Sworn Unit.

#### 27. SICK LEAVE BANK

- A. The Union shall have the right to maintain a "Sick Leave Bank" for the employees covered by this Salary Schedule. Such sick leave shall be accumulated through voluntary donations of sick leave by bargaining unit members. This leave may then be transferred to the account of another bargaining unit member with a zero annual and sick leave balance. Use of such transferred leave shall be limited to sickness or disability which incapacitates the employee.
- B. The administration of this leave bank shall be the responsibility of the Union. The parties agree to develop an agreed to form to be used for transferring sick leave under this provision.

The County agrees to maintain the records of the sick leave bank and shall only transfer sick leave from this bank to the account of an employee upon receiving written authorization from the Union.

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

#### 28. DISABILITY LEAVE

- A. When an employee covered by this Salary Schedule has been determined to be temporarily totally disabled or medically capable of only working in a light-duty status by his/her physician or by the County Fire Chief due to an injury or illness sustained directly in the performance the employee's work, the employee will be placed on disability leave until the earlier of:
- 1. Medical Review Officer determines that the employee is medically capable of working in a full duty or light-duty status. In the case of the latter, the employee will only be entitled to four (4) hours of disability leave for related medical appointments;
- 2. The employee's physician determines that the employee is medically capable of working in a full duty or light-duty status. In the case of the latter, the employee will only be entitled to four (4) hours of disability leave for related medical appointments); or
- 3. Until the disability leave period expires as set forth in Personnel Law Section 16-224.
- B. The employee will not be charged with using his/her own accrued leave until such time as one of the conditions identified above has occurred. Unless expressly modified by provisions of this section, all other provisions of Personnel Law Section 16-224 or applicable Personnel Procedures shall continue to govern disability leave for employees covered by this Salary Schedule.

#### 29. ADMINISTRATION OF LEAVE

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

#### 30. GROUP HEALTH INSURANCE

- 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. 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 percent (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 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, 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.

#### 31. LIFE INSURANCE

- A. The County shall pay one hundred percent (100%) of the monthly premium for County life insurance for each employee in the amount of two (2) times the employee's annual salary up to a maximum of two hundred thousand dollars (\$200,000). Employees may choose to increase their life insurance from one (1) to four (4) times their annual salary up to a total of one million dollars (\$1,000,000) including the base amount provided by the County. Employees will pay for the increased coverage at rates based on their age and amount of coverage. Employees may choose to reduce their life insurance at one (1) times their annual salary and receive a credit.
- B. Effective July 1, 2017, the County shall pay a death benefit of thirty thousand dollars (\$30,000.00) upon the death of any employee covered by this Salary Schedule whose death results from an accidental personal injury arising out of and in the course of his/her employment.

#### 32. UNEMPLOYMENT INSURANCE

Employees who are separated from County service may be entitled to unemployment compensation provided that they meet eligibility requirements established by Federal and/or State regulations.

#### 33. RETIREMENT CONTRIBUTIONS

A. Employees paid in accordance with this Salary Schedule and who are eligible for

enrollment in the Maryland State Retirement System shall pay retirement contributions at the rate of five percent (5%) or seven percent (7%) of base salary, depending on plan option selected.

- B. Current participants in the Maryland State Retirement System may transfer to the Employee's Pension System, which is non-contributory up to the Social Security Wage Base.
- C. All classified employees hired on or after January 1, 1980, must enroll in the Employee's Pension System.
- D. The County's contribution rate shall be that amount as established from time to time by the State. Employee contributions (where applicable) shall be made through payroll deductions. If changes/improvements in retirement benefits are made, then contributions may be adjusted accordingly.

#### 34. SUPPLEMENTAL RETIREMENT BENEFIT

#### A. Benefit Accrual and Amounts

- 1. Effective July 1, 1992, employees covered by this Salary Schedule shall commence participation in a supplemental retirement benefit program. The supplemental retirement program will be jointly funded through County and employee contributions as described in paragraph d (Funding) below. The rate of accrual and amount of the benefit payable under this program are determined as follows:
- a. Benefit accrual is at the rate of 0.6% times the number of years of actual and continuous service the employee has as a full-time Prince George's County employee, to a maximum of twenty-five (25) years of actual and continuous service, multiplied by the employee's average annual compensation, as determined pursuant to paragraph E, below.
- b. Pursuant to paragraph a., above, the maximum benefit payable to any eligible employee is fifteen percent (15%) of the employee's average annual compensation, as determined pursuant to paragraph e, below.

#### B. <u>Vesting</u>

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

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

#### 2. 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 A.1.a., 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 June 30, 2001, as provided in paragraph G, below--which cost shall be the responsibility of the County--the cost of funding this supplemental retirement plan for all participating employees, as determined by the Plan's actuary, will be shared on an equal basis by the employees and the County through regular contributions each pay period.

#### E. Definitions

- 1. <u>Actual Service</u> means service while employed as an employee of Prince George's County.
- 2. <u>Average Annual Compensation</u> means an amount computed by dividing by three the compensation actually received by an employee during whatever period of thirty-six (36) consecutive months of continuous service will provide the largest total compensation for any such period.
- 3. <u>Compensation</u> means the basic compensation actually received by an employee for service rendered as an employee for Prince George's County, excluding any overtime or other premium pay, bonuses or other additional compensation.
- 4. <u>Continuous Service</u> means the most recent unbroken period of employment as an employee of Prince George's County.

#### F. Representative on Supplemental Pension Board

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

#### G. 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 Salary Schedule, which went into effect July 1, 2011. Specifically, employees hired on or after July 1, 2012 will be subject to the following Supplemental Plan modifications:

<u>Vesting/Minimum Continuous Service Requirement</u>: 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.

H. <u>Hold Harmless Benefit Calculation:</u> For any employee covered by this Agreement who retires during the period July 1, 2018 through June 30, 2020, "Average Annual Compensation" as that term is defined in the Supplemental Retirement Plan, will be calculated as if the employee had received all merit step increases the employee would have otherwise been eligible to receive during the period covering Fiscal Years 1996 through 2020.

#### I. <u>IRS Pickup Plan</u>

- 1. The County shall pick up, within the meaning of Section 414(h) (2) of the Internal Revenue Code, the employee contributions required by Section D (<u>Funding</u>) hereof. Such amounts:
- a. are designated as employee contributions to be picked up by the County within the meaning of Section 414(h) (2) of the Internal Revenue Code and shall be treated as employer contributions in determining the tax treatment of such amounts under that section;
- b. shall reduce the taxable compensation of the employee in an amount that equals the employee contributions picked up by the County;
- c. shall be paid by the County from the same source of funds that is used to pay compensation to the employee;
- d. shall, for all other purposes, be treated in the same manner and to the same extent as employee contributions made before establishment of the pickup plan.
- 2. Employees shall not be entitled to receive such amounts directly in lieu of having such amounts picked up by the County. This pickup plan becomes effective for pay periods beginning on or after its approval by the County Executive and the County Council. The County shall apply to the Internal Revenue Service for a private letter ruling with respect to the pickup plan, but neither the application nor the receipt of such a ruling are prerequisites to the implementation of the pickup plan.

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

#### 35. SOCIAL SECURITY

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

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

#### **36.** 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, 2021 pursuant to CR-19-2019.

### 37. PRINCE GEORGE'S PROFESSIONAL FIRE FIGHTERS P.A.C. PAYROLL DEDUCTION

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

#### 38. WORKERS' COMPENSATION

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

#### 39. 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.

#### 40. TRAINING CERTIFICATION PAY

- A. Effective the first full pay period in July 2017, Employees covered by this Agreement who are Maryland Emergency Medical Services providers shall receive an annual Training Certification pay as follows:
  - 1. Emergency Medical Responder (EMR): four hundred (\$400.00) dollars per year.
- 2. Emergency Medical Technician Basic (EMT-B) five hundred (\$500.00) dollars per year.
- 3. Emergency Medical Technician Paramedic (EMT-P) seven hundred and fifty (\$750.00) dollars per year.
- B. The Department will provide at least one (1) initial Emergency Medical Responder Course and at least one (1) refresher for the Emergency Medical Responder Course each fiscal year so long as there are five (5) employees registered and in attendance for each course.

- C. For the purpose of this Article, any employee who has an emergency medical certification recognized by the State of Maryland that is higher than Emergency Medical Responder may also receive this pay as outlined in Section 13.3A of the collective bargaining agreement for FY19 and FY20.
- D. Employees receiving the annual Training Certification Pay shall be required to maintain annual refresher certification requirements as outlined by the State of Maryland and the Fire/EMS Department. Employees will provide proof annually to the Fire/EMS Department that they have met the certification requirements.

#### 41. WELLNESS AND FITNESS

- A. The Department will provide the initial training for at least one (1) "Peer Fitness Trainer."
- B. Peer Fitness Trainers shall be compensated at a rate of one and one-half percent (1 ½%) above their regular base rate of pay. This is inclusive of compensation for maintaining certification and shall be considered part of the employee's base rate of pay (for the purposes of overtime). The Peer Fitness Trainer must complete the required continuing education on their own time and at their own expense.
- C. The Department will provide the employees covered by this Salary Schedule 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.

#### 42. 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.