SETTLEMENT SUMMARY

IAFF 1619 - CIVILIANS AND PRINCE GEORGE'S COUNTY, MARYLAND

FISCAL YEARS 2021 & 2022

The following is a complete summary of modifications to the wages and benefits agreed to by the Prince George's County IAFF Local 1619 ("Union") and Prince George's County, Maryland ("County"), which are included in the parties new collective bargaining agreement ("CBA"). This CBA is effective for Fiscal Years 2021 and 2022 and covers civilian employees within the Fire/EMS Department. For easy reference, the Article and Section(s) within the new CBA where each modification appears is identified.

<u>ARTICLE 3 – ORGANIZATIONAL SECURITY</u>

Section 3.2 Checkoff

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- A. Upon the presentation by the Union of a list of the individual employees covered by this Agreement for each of whom the Union certifies to have on file a written authorization for dues deduction duly executed by the employee, the Union shall be entitled to have such employees' membership dues deducted from their paychecks on a biweekly basis. Such authorization shall be irrevocable and automatically renewed from year to year thereafter unless revoked by the employee pursuant to Section 13A-108(c) of the Labor Code.
 - References to service fees in this Article were removed pursuant to the Supreme Court ruling in *Janus v. AFSCME Council 31* rendered on June 27, 2018.

ARTICLE 5 - WAGES

Section 5.1 Wages

A. Fiscal Year 2021

- 1. Absent a wage reopener as described below, employees covered by this Agreement will not receive a Cost of Living Adjustment increase (COLA's) in FY 2021.
- 2. Employees covered by this Agreement who are otherwise eligible to receive a merit increase during the period from July 1, 2020 through June 30, 2021 (i.e. Fiscal Year 2021), will receive that merit increase effective the last full pay period in FY 2022. There will be no retroactive payment for the Fiscal Year 2021 merit increase.

B. Fiscal Year 2022

1. Absent a wage reopener as described below, employees covered by this Agreement will not receive Cost-of-Living increases (COLA's) in FY 2022.

- 2. Employees covered by this Agreement who are otherwise eligible to receive a merit increase during the period from July 1, 2021 through June 30, 2022 (i.e. Fiscal Year 2022), will receive that merit increase on their hire anniversary date in FY2022.
- 3. The County agrees to a wage reopener with IAFF Local 1619 if, at any point during the term of this Agreement:
 - a. The Federal Government or State of Maryland enact legislation which allows the County to specifically use federal or state funding for bargaining unit pay (including wages, salaries, or specialty pay);
 - b. Any other bargaining unit or group of unrepresented employees within the County receives a cost of living pay increase and merit steps exceeding this negotiated agreement. This clause does not apply to increases mandated by impasse arbitration.

C. Wage Scale for Bargaining Unit Members

Effective July 1, 2021, the maximum pay rates for employees covered by this Agreement will be increased by three and one-half percent (3.5%), and employees who are at maximum on that date will have their salaries raised by three and one-half percent (3.5%) on that date.

G. Retroactive COVID-19 Hazard Pay

- 1. Essential Public Facing employees represented by the Union that reported to work from September 27, 2020 through April 24, 2021, 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 have worked 75% of their scheduled hours. If an employee worked less than 75% of their scheduled hours, the COVID-19 Hazard Pay shall be prorated accordingly. **Telework hours do not qualify for this provision**. This provision is conditioned upon approval by the County Council.
- 2. Essential Non-Public Facing employees represented by the Union that report to work from September 27, 2020 through April 24, 2021, 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 have worked 75% of their scheduled hours. If an employee worked less than 75% of their scheduled hours, the COVID-19 Hazard Pay shall be prorated accordingly. **Telework hours do not qualify for this provision.** This provision is conditioned upon approval by the County Council.
- The above paragraphs provide the terms for COLAs, merits, a wage scale increase, wage reopener and retroactive COVID-19 Hazard pay.

ARTICLE 6 – LEAVE PROVISIONS

Section 6.2 Annual Leave

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

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

Notwithstanding the provisions of Article 6, Section 6.2 1 of this Agreement, a maximum of 440 hours of accumulated annual leave may be carried over from leave year 2021 into leave year 2022, however, the annual leave payout amount is not being increased. Unless amended by future legislation, the maximum amount of annual leave that may be carried over from leave year 2022 into leave year 2023 shall revert back to 360 hours. This modified benefit shall sunset automatically upon its implementation.

This provision was added to temporarily increase the maximum amount of annual leave hours from 360 to 440 that can be carried over from leave year 2021 to leave year 2022.

ARTICLE 15 - DURATION

This Agreement shall become effective on July 1, <u>2020</u>, unless otherwise stated in specific sections, and shall remain in full force until June 30, <u>2022</u>. This Agreement shall be automatically renewed from year to year after June 30, <u>2022</u>, unless either party shall notify the other in writing no later than October 1, <u>2021</u>, (or October 1st of any subsequent year thereafter in the case of an automatic renewal) that it desires to terminate, modify or amend this Agreement.

This provides the current years for the effective date of the Agreement, renewal terms and the timeframe for a reopener.

<u>ATTACHMENT A – MIN-MAX SYSTEM, SECTION A (NEW PARAGRAPH 13)</u>

- 13. Effective July 1, 2021, the maximum pay rates for employees covered by this Agreement will be increased by three and one-half percent (3.5%), and employees who are at maximum on that date will have their salaries raised by three and one-half percent (3.5%) on that date.
 - Adds language to indicate the increase of the maximum pay rates by 3.5% as of July 1, 2021.

ATTACHMENT D - JOINT COMMITTEE ON PERFORMANCE APPRAISALS

The County and IAFF Local 1619 agree to the formation of a Joint Committee on Performance Appraisals. The Committee shall be comprised of an equal number of Union and management representatives, but no more than four (4) from each party. The Committee will begin its work within thirty (30) days from the enactment of this Agreement and will explore best practices for a fair and equitable performance appraisal system which is appropriate for the type of work performed by IAFF Local 1619 bargaining unit members. The Joint Committee may also look at pay for performance systems in use in other jurisdictions. The Committee will issue its findings and recommendations to the IAFF Local 1619 President, the Chief of the Fire/EMS Department and the Director of OHRM by January 31, 2022.

This was proposed by OHRM to form a Joint Committee to review and explore the performance appraisal system and make recommendations by January 31, 2022.