

**COUNTY COUNCIL OF PRINCE GEORGE'S COUNTY, MARYLAND**  
**2021 Legislative Session**

Resolution No. CR-102-2021

Proposed by The Chair (by request – County Executive)

Introduced by Council Members Hawkins, Ivey, Harrison, Franklin, Davis, Turner,  
Anderson-Walker and Taveras

Co-Sponsors \_\_\_\_\_

Date of Introduction September 28, 2021

**RESOLUTION**

1 A RESOLUTION concerning

2 Compensation and Benefits,

3 International Association of Fire Fighters, AFL-CIO, Local 1619

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

5 Salary Schedule Y

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 \_\_\_\_\_ which is attached hereto and made a part hereof, setting forth the  
19 following modifications: merit increases, modification of min-max system, re-opener of wages,  
20 retroactive COVID-19 Hazard Pay for the period of September 27, 2020 through April 24, 2021,  
21 scheduled leave, maximum annual leave carryover for leave year 2021 into leave year 2022, shift

1 staffing, holidays and Deferred Retirement Option Program (DROP) provisions, be and the same  
2 is hereby approved.

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

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

COUNTY COUNCIL OF PRINCE  
GEORGE'S COUNTY, MARYLAND

BY: \_\_\_\_\_  
Calvin S. Hawkins, II  
Chair

ATTEST:

\_\_\_\_\_  
Donna J. Brown  
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, 2020 - JUNE 30, 2022**

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**SALARY SCHEDULE Y – EFFECTIVE JANUARY 5, 2020  
SCHEDULE OF PAY GRADES – FIRE UNIT PERSONNEL  
PRINCE GEORGE’S COUNTY MARYLAND**

GRADE	MINIMUM	MAXIMUM	CERTIFICATION
Y01			
HOURLY	21.4700	41.4023	45.5426
BIWEEKLY	1,717.60	3,312.18	3,643.41
ANNUAL	44,658	86,117	94,729
Y02			
HOURLY	22.5211	45.9723	50.5696
BIWEEKLY	1,801.69	3,677.78	4,045.57
ANNUAL	46,844	95,622	105,185
Y03			
HOURLY	23.5719	52.8730	58.1604
BIWEEKLY	1,885.75	4,229.84	4,652.83
ANNUAL	49,030	109,976	120,974
Y13 (TECHNICIAN)			
HOURLY	23.5719	55.1420	60.6561
BIWEEKLY	1,885.75	4,411.36	4,852.49
ANNUAL	49,030	114,695	126,165
Y04 (LIEUTENANT)			
HOURLY	27.2815	57.4110	63.1522
BIWEEKLY	2,182.52	4,592.88	5,052.18
ANNUAL	56,746	119,415	131,357
Y05 (CAPTAIN)			
HOURLY	29.8462	64.0124	70.4138
BIWEEKLY	2,387.70	5,120.99	5,633.10
ANNUAL	62,080	133,146	146,461
Y06 (BATTALION CHIEF)			
HOURLY	32.7121	70.5456	77.6001
BIWEEKLY	2,616.97	5,643.65	6,208.01
ANNUAL	68,041	146,735	161,408

The Minimum, Maximum and Certification Maximum hourly rates are the January 6, 2019 hourly rates multiplied by 1.02%. For administrative purposes, the hourly rates are the controlling rates. Biweekly rates are hourly rates multiplied by 80. Annual rates are the hourly rates multiplied by 2,080 and rounded to the nearest dollar.

**SALARY SCHEDULE Y – EFFECTIVE JULY 1, 2021**  
**SCHEDULE OF PAY GRADES – FIRE UNIT PERSONNEL**  
**PRINCE GEORGE’S COUNTY MARYLAND**

GRADE	MINIMUM	MAXIMUM	CERTIFICATION
<b>Y01</b>			
HOURLY	21.4700	42.8514	47.1366
BIWEEKLY	1,717.60	3,428.11	3,770.93
ANNUAL	44,658	89,131	98,044
<b>Y02</b>			
HOURLY	22.5211	47.5813	52.3395
BIWEEKLY	1,801.69	3,806.51	4,187.16
ANNUAL	46,844	98,969	108,866
<b>Y03</b>			
HOURLY	23.5719	54.7236	60.1960
BIWEEKLY	1,885.75	4,377.88	4,815.68
ANNUAL	49,030	113,825	125,208
<b>Y13 (TECHNICIAN)</b>			
HOURLY	23.5719	57.0720	62.7791
BIWEEKLY	1,885.75	4,565.76	5,022.33
ANNUAL	49,030	118,710	130,580
<b>Y04 (LIEUTENANT)</b>			
HOURLY	27.2815	59.4204	65.3625
BIWEEKLY	2,182.52	4,753.63	5,229.00
ANNUAL	56,746	123,594	135,954
<b>Y05 (CAPTAIN)</b>			
HOURLY	29.8462	66.2528	72.8783
BIWEEKLY	2,387.70	5,300.23	5,830.26
ANNUAL	62,080	137,806	151,587
<b>Y06 (BATTALION CHIEF)</b>			
HOURLY	32.7121	73.0147	80.3161
BIWEEKLY	2,616.97	5,841.18	6,425.29
ANNUAL	68,041	151,871	167,057

The Maximum and Certification Maximum hourly rates are the January 5, 2020 hourly rates multiplied by 1.035%. 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. Effective October 26, 2008, the MIN-MAX system in effect for all members of the bargaining unit will be replaced by the following modified MIN-MAX system:

1. The minimum and maximum pay rates for employees covered by this Agreement are established on the attached schedules of pay rates for employees in the 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 Agreement 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 Agreement 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 (18<sup>th</sup>) 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 (10<sup>th</sup>) 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 (5<sup>th</sup>) year of service as an employee covered by this Agreement 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%).

11. Effective July 1, 2017, 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.

12. Effective July 1, 2018, 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.

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.

### **3. COST OF LIVING**

Absent a wage reopener as described below, employees covered by this Agreement will not receive cost-of-living increases (COLA’s) in FY 2021 or FY 2022.

### **4. MERIT INCREASES**

A. 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. 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.

C. Wage Reopener.

1. 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.

**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: Five (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).

a. Notwithstanding the provisions of Article 11, Section 11.2 A of the Parties' Collective Bargaining 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.

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 eighty (80) hours 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.

g. The parties will use the existing Labor-Management Committee to discuss and attempt to resolve in good faith issues surrounding each bargaining unit member's record of leaves taken, including annual, sick, personal, compensatory, FLSA compensatory, and converted annual leave balances.

#### 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

1. 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:

- a. The employee is released by their attending physician for prescribed duties;
- b. The employee's disability is medically proven to be non-service connected;
- c. The employee is released by the Medical Advisory Board for prescribed duties;

- d. 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;
- e. The Disability Leave period expires as provided in Section F.4. below; or
- f. The employee is retired if the disabling injury or illness cannot be corrected.

2. An employee who is ordered to light-duty as a result of 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.

3. 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.

4. 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:

- a. 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
- b. 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 F.5. below.

5. 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. Scheduled Leave

1. For the purposes of this Section, scheduled leave is defined as Annual Leave, Personal Leave, or Compensatory Leave that is approved in accordance with the Department Vacation Bid Leave or Day-to-Day Leave process.

2. During October of each calendar year, employees covered by this Agreement shall be allowed to bid vacation leave for the twelve (12) month period of January 1st through December 31st of the following calendar year. Leave described in this paragraph shall be awarded by seniority.

3. Employees covered by this Agreement shall be granted the following number of annual bid leave shifts/weeks each calendar year:

- a. Employed Less Than 3 Years: Shift Work – 4 Shifts / Day Work – 3 Weeks
- b. Employed 3-15 Years: Shift Work – 6 Shifts / Day Work – 4 Weeks
- c. Employed More Than 15 Years: Shift Work – 8 Shifts / Day Work – 5 Weeks

4. When the minimum scheduled leave allocation for a particular shift is not achieved, employees may request Day to Day Leave. Day-to-Day Leave requests may be submitted beginning thirty (30) calendar days and no later than ninety-six (96) hours from the beginning of the requested shift. Leave described in this paragraph shall be awarded on a first-come, first-served basis.

5. At a minimum, twelve percent (12%) of the employees within the Emergency Services Command shall be offered scheduled leave each shift. However, when total Annual Leave, Disability Leave, Personal Leave, and Sick Leave for a particular shift exceeds twenty-five percent (25%), no additional leave will be approved until such time that total leave described in this paragraph falls below the twenty-five percent (25%) threshold. Previously approved leave, Bereavement Leave, Sick Leave, and Union Leave shall not be subject to cancellation or denial as a result of this Section.

6. Any request for changes to the staffing roster made no later than the end of the shift preceding the leave date are considered unscheduled and subject to additional management review.

7. The Department shall provide full leave transparency through the Department's Staffing Management Program. Leave reports shall be provided to the Union upon request.

#### H. Personal Leave

Twenty-four (24) hours of paid personal leave per leave year shall be granted to each employee covered by this Agreement. Personal leave shall be requested and approved in accordance with other scheduled leave provisions. 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.

#### I. Bereavement Leave

Employees shall be entitled to use accumulated sick leave for the purpose of bereavement when a death occurs in an employee's family. A maximum amount of sick leave used shall not normally exceed twenty-four (24) hours. The term "family" shall mean and include the employee's

spouse, child, sister, brother, parent, grandparent, mother and father in-law, and aunt or uncle. Leave needed beyond twenty-four (24) hours 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 forty-eight (48) hours. The first twenty-four (24) hours of bereavement leave taken upon the death of a parent, spouse or child will be administrative leave rather than sick leave.

J. 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.

K. Conferences and Seminars

1. The Union shall have a Conference and Seminar Leave Bank of five hundred and seventy-six (576) hours. This also shall be without loss of pay or leave. All requests for Conference and Seminar 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 thirty (30) days in advance, but in no event shall the notice be less than seven (7) days. Leave taken pursuant to this paragraph will not be counted against the Union Business Leave Bank as described in Section 3.3B.

2. 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.

L. 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 K. 2. above.

M. 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.



N. 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.

O. 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/EMS 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	Native American Day
Fire Fighter Recognition Day (Friday before the observance of Memorial	Veteran's Day
Memorial Day	Thanksgiving Day
Presidential Inauguration Day (every 4 years)	County Employee Appreciation Day
Juneteenth Day	Christmas Day

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 thirty-six (36) 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, 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.

7. Where an employee is granted leave on a designated holiday that 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. 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. Effective July 1, 2017, employees covered by this Salary Schedule and assigned duties as Bomb Technicians shall be compensated at a rate ten percent (10%) 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. This is inclusive of compensation for maintaining certification and shall be considered part of the employee's base pay (for the 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.

2. Effective July 1, 2017, 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 six percent (6½ %) 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 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.

4. 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, Fire Inspectors, Law Enforcement Officers Tactical Medics 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.

5. 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. Each employee must maintain annual certification requirements for this specialty. This compensation is not considered part of the employee's base pay.

6. Effective the first full pay period beginning on or after July 1, 2006, employees hired on or after March 29, 1999 covered by this Agreement 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.

7. 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 8. B. 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)

Effective the first full pay period beginning on July 1, 2016, employees covered by this Agreement who are County Certified Paramedics and in the Y03 classification, and designated as Field Training Officers/Paramedics, will receive a differential of three dollars (\$3.00) per hour for all hours in which they serve in this capacity. The differential will be paid be-weekly.

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

1. 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 maintain the position of Wellness/Fitness Medical Director and a Wellness/Fitness Coordinator.

2. Employees covered by this Agreement shall successfully complete a comprehensive medical physical examination each year. The physical shall be provided by the Department at no cost to 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. The Department shall conduct an internal process to fill Peer Fitness Trainer vacancies as needed. Employees who are designated as Peer Fitness Trainers shall participate in forty (40) hours of on-duty physical fitness training each calendar year, as directed by the Department.

L. Retroactive COVID-19 Hazard Pay

Employees that worked 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.

#### **9.A. GROUP HEALTH INSURANCE (ACTIVE)**

1. During Calendar Years 2017, 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%).

2. During Calendar Years 2018, the County shall contribute seventy percent (70%) 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 thirty percent (30%).

3. During Calendar Years 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%).

4. During Calendar Years 2018, the County shall contribute seventy-five percent (75%) to the cost of a prepaid group health plan or Health Maintenance Organization (HMO) for any employee who elects to participate in the program. Participating employees shall contribute the remaining twenty-five (25%).

5. During Calendar Years 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%). Employees who choose not to enroll in the Prescription Drug Plan may choose to receive a credit instead.

6. During Calendar Year 2018, the County shall contribute eighty-five percent (85%) to the County's deductible prescription drug and vision care programs for any employee who elects to participate in either program. The participating employee shall contribute the remaining fifteen percent (15%).

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

8. Two dental plans are available to employees and retirees, the cost of which is paid by the employee if the employee or retiree if the employee or retiree elects to enroll in either of the plans.

9. 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.

10. Employees may contribute up to the maximum allowable amount, as defined by

the Internal Revenue Service, in a dependent flexible spending account and a medical flexible spending account.

### **9.B. RETIREE HEALTH INSURANCE COVERAGE**

1. In Calendar Years 2017 and 2018, the County shall contribute seventy-three percent (73%) to the cost of the County's preferred provider option health insurance plan for any retiree who elects to participate in the program. Participating retirees defined as any employee who has retired or will retire on or before December 31, 2017, shall have their contribution rate capped at twenty-seven (27%). Employees who retire on or after January 1, 2018 will not benefit from this cap, and shall be governed by Section 9.1A.

2. In Calendar Years 2017 and 2018, the County shall contribute seventy-eight percent (78%) to the cost of a prepaid group health plan or Health Maintenance Organization (HMO) for any retiree who elects to participate in the program. Participating retirees, defined as any employee who has retired on or before December 31, 2017, shall have their contribution rate capped at twenty-two percent (22%). Employees who retire on or after January 1, 2018 will not benefit from this cap, and shall be governed by Section 9.1B.

3. In Calendar Years 2017 and 2018, the County shall contribute eighty-eight percent (88%) to the County's deductible prescription drug and vision care programs for any retiree who elects to participate in either program. Participating retirees, defined as any employee who has retired or will retire on or before December 31, 2017, shall have their contribution rate capped at twelve percent (12%). Employees who retire on or after January 1, 2018 will not benefit from this cap, and shall be governed by Section 9.1D.

### **9.C. JOINT HEALTH CARE COMMITTEE**

1. A Joint Health Care Committee will be created. The Union President or his designee shall be a member of this Committee. The Chief Labor Negotiator or his/her designee and the President of the Union or his/her designed will each select no more than three (3) employees who shall participate. The purpose of this Committee shall be to explore and develop means to continue to contain health care costs while maintaining or improving quality of delivery. The Committee shall also explore the feasibility of providing employee health care through a custom designed, self-insured managed care system. The County shall provide the Union, through the Joint Committee on Health Care; with complete information on health care plan design, administration and costs.

2. The County agrees to meet and consult with the Union no later than 60 days prior to implementing changes in health benefits (including medical, prescription drug, dental, and vision care programs) provided to employees covered by this Agreement. As a required part of these meetings and consultations, the County agrees to invite representatives of the selecting and contracting for these benefits. The County further agrees to respond as promptly as practicable to reasonable requests for relevant information that may be requested by the Union.

### **10. LIFE INSURANCE UNDER THE BENEFLEX PROGRAM**



A. The County will provide employees covered by this Agreement with the County basic group term life insurance policy with a benefit of two (2) times the employee's annual salary (rounded to the nearest one thousand dollars (\$1,000.00)). Employees may choose to increase their life insurance from one (1) to four (4) times their annual salary up to a total of 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 to one (1) times their annual salary and receive a credit.

B. The County will provide a supplemental life insurance benefit to an employee covered by this Agreement 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 one thousand dollars (\$1,000.00)) but not to exceed two hundred thousand dollars (\$200,000.00).

C. The fifty thousand dollars (\$50,000.00) accidental death insurance policy the County maintains for employees covered by this Agreement 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 two hundred and seventy dollars (\$1,270.00), 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 January 1, 2019, employees hired prior to July 1, 2008 shall contribute seven percent (7%) 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. DEFERRED RETIREMENT OPTION PROGRAM (DROP)**

Effective January 1, 2019, the Prince George's County Fire Service Pension Plan shall be amended to provide for an optional Deferred Retirement Option Plan (DROP) for bargaining unit employees. The following provisions shall apply:

A. Eligibility - Any time after an employee has completed twenty-two (22) years of service, as defined by the Fire Service Pension Plan. A maximum of four (4) employees may enter the DROP each calendar month. In the event that more than four (4) employees apply to enter the DROP in a given calendar month, the employees with the greatest seniority shall be selected.

B. Term Election - The initial DROP period shall be three (3) years from the anniversary date of entrance into the DROP.

C. Pension Benefit - The employee's monthly pension benefit will be calculated as of the date that the employee elects to enter the DROP.

D. Interest - Employees shall earn interest on their DROP balance compounded each month at a rate equal to the 10-Year United States Treasury Note, as published by the United States Federal Reserve, with a cap of four and one-half percent (4.5%). This variable interest rate will be adjusted quarterly to match the published 10-Year United States Treasury Note rate for the last business day of each quarter and will remain in effect for the subsequent quarter.

E. Wage Increases During DROP Period - During the DROP period, an employee shall be eligible to receive all wage increases, including but not limited to merit increases, COLA's, and promotions. However, the parties acknowledge that any such raises will not affect the employees Average Annual Compensation, as defined by the Fire Service Pension Plan.

- F. Leave Earned During DROP Period - During the DROP period, an employee shall be eligible to receive all leave earnings, including but not limited to Annual Leave, Sick Leave, Compensatory Leave, and Personal Leave. However, the parties acknowledge that any such leave earnings will not affect the employees Average Annual Compensation, as defined by the Fire Service Pension Plan.
- G. Retirement Allowances During DROP Period – During the DROP period, an employee shall have all retirement allowances, including but not limited to COLA’s, lump sum distributions, and Health Care supplements credited to the employee's DROP account.
- H. Employee Contribution to Fire Service Pension Plan - During the DROP period, the employee's pre-tax pension contribution shall continue to be deducted, however the full amount shall be credited to the employee's DROP account.
- I. Distribution of DROP Account - Upon completion of DROP participation, the employee shall have the option of receiving the balance of the DROP account in a lump sum cash payment, a lump sum rollover into an eligible IRA or 457 retirement plan, or in an annuity payment.
- J. Disability Retirement During DROP Period - An employee who is separated from employment as a result of disability prior to the completion of his/her DROP period, shall receive a Disability Retirement Benefit calculated as of the employee’s DROP entry date. The employee shall also be entitled to distribution of his/her DROP account, as provided for in Paragraph (I), including any interest accrued under Paragraph (D) and allowances accrued under Paragraph (G).
- K. Beneficiary - An employee who elects to participate in DROP shall designate a beneficiary. The beneficiary designation shall apply to all distributions pursuant to the DROP. If a designated beneficiary predeceases a DROP participant who dies before designating a new beneficiary, all distributions pursuant to the DROP shall be made to the estate of the DROP participant.
- L. Leave Disposition upon DROP Entry - An employee who elects to participate in DROP shall be eligible to apply annual and sick leave to purchase pension credit available when the employee enters into the DROP. This provision shall be applied in accordance with the Collective Bargaining Agreement provisions that govern leave disposition upon separation.
- M. Employees who enter DROP after July 1, 2023, and then voluntarily separate from employment prior to the completion of their DROP period, shall forfeit their accumulated interest as outlined in paragraph (D) above and their pre-tax pension contributions as outlined in paragraph (H) above. This provision does not apply to bargaining unit members who exit DROP under the provisions of paragraph J above.

## **21. HOLD HARMLESS BENEFIT CALCULATION**

For any employee covered by this Agreement who retires during the period from July 1, 2018 through June 30, 2020, “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 Years 2010 through 2020 on his/her anniversary date for the applicable merit increase that the employee otherwise would have been eligible to receive.

## **22. 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.

## **23. MILITARY LEAVE**

Any employee called up to active military service in response to the terrorist attacks on September 11, 2001, the resultant war on terrorism or other military action shall be eligible for the benefits set forth herein: Payment of a salary supplement equal to the difference between the employee's base rate of pay and the employee's base military rate of pay, without the exhaustion of the employee's annual, personal and compensatory leave balances. Eligibility for health care benefits to continue once the employee enters a leave without pay status with both the employer and employee contributions of the premium being paid by the County. These benefits shall expire on March 1, 2023.

## **24. 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.

**25. 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.

**26. 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.