# COUNTY COUNCIL OF PRINCE GEORGE'S COUNTY, MARYLAND 2023 Legislative Session

	-
Resolution No.	CR-016-2023
Proposed by	(The Chair – by request County Executive)
Introduced by	Council Members Fisher, Watson, Ivey, Dernoga, Oriadha, Hawkins,
	Franklin and Harrison
Co-Sponsors	
Date of Introdu	ction March 14, 2023
	RESOLUTION
A RESOLUTION	Concerning
	Compensation and Benefits,
Interna	tional Association of Fire Fighters, AFL-CIO, Local 1619 (Civilians)
	Salary Schedule H
For the purpose o	f amending the Salary Plan of the County to reflect the terms of the labor
agreement by and	between Prince George's County, Maryland and the International Association
of Fire Fighters, A	AFL-CIO, Local 1619 (Civilians).
WHEREAS	pursuant to Section 903 of Article IX of the Prince George's County Charter
and Section 16-12	25(a) of the Prince George's County Code, amendments to the County's Salary
Plans are to be su	bmitted to the County Council in resolution form; and
WHEREAS.	the Salary Plan must at this time be amended by the approval of Salary
Schedule H to ref	lect the terms of the labor agreement by and between Prince George's County,
Maryland and the	International Association of Fire Fighters, AFL-CIO, Local 1619 (Civilians).
NOW, THE	REFORE, BE IT RESOLVED by the County Council of Prince George's
County, Maryland	d, that Salary Schedule H submitted and recommended by the County Executive
on March 1, 2023	which is attached hereto and made a part hereof, setting forth the following
modifications: co	est of living adjustments, merit increases, maximum pay rate increases, hold
harmless benefit o	calculation, wellness and fitness and certain leave provisions, be and the same is
hereby approved.	
BE IT FURT	THER 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

1 2

1	retroactively effective to July 1, 2022.
	Adopted this 18th day of April, 2023.
	COUNTY COUNCIL OF PRINCE GEORGE'S COUNTY, MARYLAND
	BY:
	Thomas E. Dernoga Chair
	ATTEST:
	Donna J. Brown Clerk of the Council
	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 JULY 1, 2022 - JUNE 30, 2024** 

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# 1. SALARY SCHEDULES

# SALARY SCHEDULE H EFFECTIVE JULY 1, 2022 – 3.5% MAXIMUM RATE INCREASE FIRE/EMS DEPARTMENT CIVILIAN EMPLOYEES PRINCE GEORGE'S COUNTY, MARYLAND

GD.LDD	PRINCE GEORGE'S	S COUNTY, MARYLA	
GRADE		MINIMUM	MAXIMUM
H02	HOURLY	9.0772	22.2699
	BIWEEKLY	726.17	1781.59
	ANNUAL	18,880	46,321
H03	HOURLY	9.5113	23.3542
	BIWEEKLY	760.91	1868.33
	ANNUAL	19,784	48,577
H04	HOURLY	9.9675	24.4927
	BIWEEKLY	797.4	1959.41
	ANNUAL	20,732	50,945
H05	HOURLY	10.4462	25.6879
	BIWEEKLY	835.69	2055.03
	ANNUAL	21,728	53,431
H06	HOURLY	10.9488	26.9428
	BIWEEKLY	875.91	2155.43
	ANNUAL	22,774	56,041
H07	HOURLY	11.4761	28.2600
	BIWEEKLY	918.08	2260.80
	ANNUAL	23,870	58,781
H08	HOURLY	12.0303	29.6443
	BIWEEKLY	962.43	2371.54
	ANNUAL	25,023	61,660
H09	HOURLY	12.6125	31.0973
	BIWEEKLY	1009	2487.78
	ANNUAL	26,234	64,682
H10	HOURLY	13.2235	32.6234
	BIWEEKLY	1057.88	2609.87
	ANNUAL	27,505	67,857

Y 13.8649  KLY 1109.2  L 28,839  Y 14.5387  KLY 1163.1  L 30,241  Y 15.2458  KLY 1219.67  L 31,711	34.2257 2738.05 71,189 35.9070 2872.56 74,687
Y 14.5387  KLY 1163.1  L 30,241  Y 15.2458  KLY 1219.67	71,189 35.9070 2872.56 74,687
Y 14.5387 KLY 1163.1 L 30,241 Y 15.2458 KLY 1219.67	35.9070 2872.56 74,687
XLY 1163.1 L 30,241 Y 15.2458 XLY 1219.67	2872.56 74,687
XLY 1163.1 L 30,241 Y 15.2458 XLY 1219.67	2872.56 74,687
Y 15.2458 KLY 1219.67	74,687
Y 15.2458 KLY 1219.67	,
KLY 1219.67	37.6735
KLY 1219.67	37.6735
<u>L</u> 31,711	3013.88
	78,361
Y 15.9886	39.5280
KLY 1279.09	3162.24
L 33,256	82,218
Y 16.7684	41.4751
KLY 1341.48	3318.01
L 34,878	86,268
Y 17.5874	43.5198
KLY 1406.99	3481.58
L 36,582	90,521
10.11.0	17 6661
Y 18.4469	45.6664
KLY 1475.75	3653.31
L 38,370	94,986
Y 19.3501	47.9205
KLY 1548.01	3833.64
L 40,248	99,675
Y 20.2978	50.2876
KLY 1623.82	4023.01
L 42.219	104,598
12,217	52.7731
	4221.84
Y 21.2931	109,768
Y 21.2931 KLY 1703.45	102,700
Y 21.2931 KLY 1703.45	
	Y 21.2931 KLY 1703.45

GRADE		MINIMUM	MAXIMUM
H21	HOURLY	22.3378	55.3815
	BIWEEKLY	1787.03	4430.52
	ANNUAL	46,463	115,193
H22	HOURLY	23.4351	58.1222
	BIWEEKLY	1874.81	4649.78
	ANNUAL	48,745	120,894
H23	HOURLY	24.5876	60.9983
	BIWEEKLY	1967.01	4879.87
	ANNUAL	51,142	126,877
H24	HOURLY	25.7971	64.0197
	BIWEEKLY	2063.77	5121.58
	ANNUAL	53,658	133,161
H25	HOURLY	27.0678	67.1914
	BIWEEKLY	2165.42	5375.31
	ANNUAL	56,301	139,758
H26	HOURLY	28.4011	70.5218
	BIWEEKLY	2272.09	5641.75
	ANNUAL	59,074	146,685
H27	HOURLY	29.8019	74.0184
	BIWEEKLY	2384.15	5921.47
	ANNUAL	61,988	153,958

The Minimum hourly rates are the July 1, 2021 Minimum hourly rates. The Maximum hourly rates are the July 1, 2021 Maximum 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.

# SALARY SCHEDULE H EFFECTIVE MARCH 26, 2023 – 5% COLA FIRE/EMS DEPARTMENT CIVILIAN EMPLOYEES PRINCE GEORGE'S COUNTY, MARYLAND

GRADE		MINIMUM	MAXIMUM
H02	HOURLY	9.5308	23.3834
	BIWEEKLY	762.46	1870.67
	ANNUAL	19,824	48,637
Н03	HOURLY	9.9871	24.5219
	BIWEEKLY	798.97	1961.75
	ANNUAL	20,773	51,006
H04	HOURLY	10.4657	25.7173
	BIWEEKLY	837.25	2057.38
	ANNUAL	21,769	53,492
H05	HOURLY	10.9685	26.9723
	BIWEEKLY	877.48	2157.78
	ANNUAL	22,814	56,102
H06	HOURLY	11.4965	28.2900
	BIWEEKLY	919.72	2263.20
	ANNUAL	23,913	58,843
H07	HOURLY	12.0498	29.6730
	BIWEEKLY	963.98	2373.84
	ANNUAL	25,064	61,720
H08	HOURLY	12.6318	31.1265
	BIWEEKLY	1010.54	2490.12
	ANNUAL	26,274	64,743
H09	HOURLY	13.2431	32.6521
	BIWEEKLY	1059.45	2612.17
	ANNUAL	27,546	67,916
H10	HOURLY	13.8847	34.2546
	BIWEEKLY	1110.78	2740.37
	ANNUAL	28,880	71,250

GRADE		MINIMUM	MAXIMUM
H11	HOURLY	14.5581	35.9369
	BIWEEKLY	1164.65	2874.96
	ANNUAL	30,281	74,749
H12	HOURLY	15.2659	37.7024
	BIWEEKLY	1221.27	3016.19
	ANNUAL	31,753	78,421
H13	HOURLY	16.0080	39.5572
	BIWEEKLY	1280.64	3164.57
	ANNUAL	33,297	82,279
H14	HOURLY	16.7879	41.5044
	BIWEEKLY	1343.03	3320.36
	ANNUAL	34,919	86,329
H15	HOURLY	17.6067	43.5489
	BIWEEKLY	1408.53	3483.91
	ANNUAL	36,622	90,582
1117	HOUDIV	18.4669	45.6957
H16	HOURLY	1477.35	3655.66
	BIWEEKLY	38,411	95,047
	ANNUAL	30,411	75,047
H17	HOURLY	19.3695	47.9497
	BIWEEKLY	1549.56	3835.98
	ANNUAL	40,289	99,735
		20.2175	50.2165
H18	HOURLY	20.3175	50.3165
	BIWEEKLY	1625.40	4025.32
	ANNUAL	42,260	104,658
H19	HOURLY	21.3125	52.8019
п19	BIWEEKLY	1705.00	4224.16
	ANNUAL	44,330	109,828
	ANNUAL	11,550	107,020
H20	HOURLY	22.3579	55.4117
	BIWEEKLY	1788.63	4432.94
	ANNUAL	46,505	115,256

GRADE		MINIMUM	MAXIMUM
H21	HOURLY	23.4549	58.1505
	BIWEEKLY	1876.39	4652.04
	ANNUAL	48,786	120,953
H22	HOURLY	24.6069	61.0283
	BIWEEKLY	1968.55	4882.27
	ANNUAL	51,182	126,939
H23	HOURLY	25.8169	64.0482
	BIWEEKLY	2065.35	5123.86
	ANNUAL	53,699	133,220
H24	HOURLY	27.0870	67.2207
	BIWEEKLY	2166.96	5377.66
	ANNUAL	56,341	139,819
H25	HOURLY	28.4212	70.5510
	BIWEEKLY	2273.69	5644.08
	ANNUAL	59,116	146,746
H26	HOURLY	29.8210	74.0479
	BIWEEKLY	2385.68	5923.83
	ANNUAL	62,028	154,020
H27	HOURLY	31.2920	77.7193
	BIWEEKLY	2503.36	6217.55
	ANNUAL	65,087	161,656

The Minimum and Maximum hourly rates are the July 1, 2022 rates multiplied by 1.05%. 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.

# EFFECTIVE JULY 1, 2023 – 3.5% MAXIMUM RATE INCREASE FIRE/EMS DEPARTMENT CIVILIAN EMPLOYEES PRINCE GEORGE'S COUNTY, MARYLAND

GRADE		MINIMUM	MAXIMUM
H02	HOURLY	9.5308	24.2018
	BIWEEKLY	762.46	1936.15
	ANNUAL	19,824	50,340
H03	HOURLY	9.9871	25.3802
	BIWEEKLY	798.97	2030.41
	ANNUAL	20,773	52,791
H04	HOURLY	10.4657	26.6174
	BIWEEKLY	837.25	2129.39
	ANNUAL	21,769	55,364
H05	HOURLY	10.9685	27.9163
	BIWEEKLY	877.48	2233.31
	ANNUAL	22,814	58,066
H06	HOURLY	11.4965	29.2801
1100	BIWEEKLY	919.72	2342.41
	ANNUAL	23,913	60,903
H07	HOURLY	12.0498	30.7115
1107	BIWEEKLY	963.98	2456.92
	ANNUAL	25,064	63,880
H08	HOURLY	12.6318	32.2159
ПОО	BIWEEKLY	1010.54	2577.27
	ANNUAL	26,274	67,009
H09	HOURLY	13.2431	33.7950
	BIWEEKLY	1059.45	2703.60
	ANNUAL	27,546	70,294
H10	HOURLY	13.8847	35.4535
-	BIWEEKLY	1110.78	2836.28
	ANNUAL	28,880	73,743

GRADE		MINIMUM	MAXIMUM
H11	HOURLY	14.5581	37.1947
	BIWEEKLY	1164.65	2975.58
	ANNUAL	30,281	77,365
H12	HOURLY	15.2659	39.0220
	BIWEEKLY	1221.27	3121.76
	ANNUAL	31,753	81,166
H13	HOURLY	16.0080	40.9417
	BIWEEKLY	1280.64	3275.33
	ANNUAL	33,297	85,159
		167070	12.0571
H14	HOURLY	16.7879	42.9571
	BIWEEKLY	1343.03	3436.57
	ANNUAL	34,919	89,351
		17.6067	45.0721
H15	HOURLY	17.6067	45.0731
	BIWEEKLY	1408.53	3605.85
	ANNUAL	36,622	93,752
H16	HOURLY	18.4669	47.2951
	BIWEEKLY	1477.35	3783.61
	ANNUAL	38,411	98,374
H17	HOURLY	19.3695	49.6279
	BIWEEKLY	1549.56	3970.24
	ANNUAL	40,289	103,226
1110	HOUDLY	20.3175	52.0776
H18	HOURLY	1625.40	4166.21
	BIWEEKLY	42,260	108,321
	ANNUAL	12,200	100,321
H19	HOURLY	21.3125	54.6500
1117	BIWEEKLY	1705.00	4372.00
	ANNUAL	44,330	113,672
H20	HOURLY	22.3579	57.3511
	BIWEEKLY	1788.63	4588.09
	ANNUAL	46,505	119,290

GRADE		MINIMUM	MAXIMUM
H21	HOURLY	23.4549	60.1858
	BIWEEKLY	1876.39	4814.86
	ANNUAL	48,786	125,186
H22	HOURLY	24.6069	63.1643
	BIWEEKLY	1968.55	5053.15
	ANNUAL	51,182	131,382
H23	HOURLY	25.8169	66.2899
	BIWEEKLY	2065.35	5303.19
	ANNUAL	53,699	137,883
H24	HOURLY	27.0870	69.5734
	BIWEEKLY	2166.96	5565.87
	ANNUAL	56,341	144,713
H25	HOURLY	28.4212	73.0203
	BIWEEKLY	2273.69	5841.62
	ANNUAL	59,116	151,882
H26	HOURLY	29.8210	76.6396
	BIWEEKLY	2385.68	6131.17
	ANNUAL	62,028	159,410
H27	HOURLY	31.2920	80.4395
	BIWEEKLY	2503.36	6435.16
	ANNUAL	65,087	167,314

The Minimum rates are the March 26, 2023 rates. The Maximum rates are the March 26, 2023 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.

# EFFECTIVE MARCH 24, 2024 – 2.5% COLA FIRE/EMS DEPARTMENT CIVILIAN EMPLOYEES PRINCE GEORGE'S COUNTY, MARYLAND

GRADE		MINIMUM	MAXIMUM
32322			
H02	HOURLY	9.7690	24.8069
	BIWEEKLY	781.52	1984.55
	ANNUAL	20,320	51,598
H03	HOURLY	10.2368	26.0147
	BIWEEKLY	818.94	2081.17
	ANNUAL	21,293	54,110
H04	HOURLY	10.7273	27.2829
	BIWEEKLY	858.19	2182.63
	ANNUAL	22,313	56,748
H05	HOURLY	11.2427	28.6142
	BIWEEKLY	899.41	2289.14
	ANNUAL	23,385	59,518
H06	HOURLY	11.7839	30.0121
	BIWEEKLY	942.71	2400.97
	ANNUAL	24,511	62,425
H07	HOURLY	12.3510	31.4793
	BIWEEKLY	988.08	2518.35
	ANNUAL	25,690	65,477
H08	HOURLY	12.9476	33.0213
	BIWEEKLY	1035.81	2641.71
	ANNUAL	26,931	68,684
		10.77.10	0.1.1000
H09	HOURLY	13.5742	34.6398
	BIWEEKLY	1085.94	2771.19
	ANNUAL	28,234	72,051
		14.0010	26.2200
H10	HOURLY	14.2319	36.3398
	BIWEEKLY	1138.55	2907.19
	ANNUAL	29,602	75,587

GRADE		MINIMUM	MAXIMUM
H11	HOURLY	14.9221	38.1246
	BIWEEKLY	1193.77	3049.97
	ANNUAL	31,038	79,299
H12	HOURLY	15.6475	39.9975
	BIWEEKLY	1251.80	3199.80
	ANNUAL	32,547	83,195
H13	HOURLY	16.4082	41.9652
	BIWEEKLY	1312.65	3357.22
	ANNUAL	34,129	87,288
H14	HOURLY	17.2076	44.0310
	BIWEEKLY	1376.61	3522.48
	ANNUAL	35,792	91,585
H15	HOURLY	18.0468	46.1999
	BIWEEKLY	1443.75	3695.99
	ANNUAL	37,537	96,096
H16	HOURLY	18.9285	48.4775
	BIWEEKLY	1514.28	3878.20
	ANNUAL	39,371	100,833
H17	HOURLY	19.8537	50.8686
	BIWEEKLY	1588.30	4069.49
	ANNUAL	41,296	105,807
		20.0254	52 2705
H18	HOURLY	20.8254	53.3795
	BIWEEKLY	1666.04	4270.36
	ANNUAL	43,317	111,029
		21.0452	57.0172
H19	HOURLY	21.8453	56.0163
	BIWEEKLY	1747.62	4481.30
	ANNUAL	45,438	116,514
H20	HOURLY	22.9169	58.7849
IIW U	BIWEEKLY	1833.35	4702.79
	ANNUAL	47,667	122,273
		,	·

GRADE		MINIMUM	MAXIMUM
H21	HOURLY	24.0413	61.6904
	BIWEEKLY	1923.30	4935.24
	ANNUAL	50,006	128,316
H22	HOURLY	25.2220	64.7434
	BIWEEKLY	2017.76	5179.47
	ANNUAL	52,462	134,666
H23	HOURLY	26.4623	67.9472
	BIWEEKLY	2116.98	5435.77
	ANNUAL	55,042	141,330
H24	HOURLY	27.7641	71.3128
	BIWEEKLY	2221.13	5705.02
	ANNUAL	57,749	148,331
H25	HOURLY	29.1317	74.8458
	BIWEEKLY	2330.54	5987.66
	ANNUAL	60,594	155,679
H26	HOURLY	30.5665	78.5556
	BIWEEKLY	2445.32	6284.45
	ANNUAL	63,578	163,396
H27	HOURLY	32.0743	82.4505
	BIWEEKLY	2565.95	6596.04
	ANNUAL	66,715	171,497

The Minimum and Maximum rates are the July 1, 2023 rates multiplied by 1.025%. For administrative purposes, the hourly rates are the controlling rates. Biweekly rates are hourly rates multiplied by 80. Annual rates are the hourly rates multiplied by 2,080 and rounded to the nearest dollar.

## 2. MIN-MAX SYSTEM:

A. The min-max system 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%).
- C. 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.
- D. FY 2023 -- Effective July 1, 2022, the maximum pay rates will be increased by three and

one-half percent (3.5%).

E. FY 2024 -- Effective July 1, 2023, 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 ADJUSTMENTS

FY 2023 -- Effective on March 26, 2023 employees covered by this agreement will receive a five percent (5.0%) increase in their base hourly rate of pay.

FY 2024 -- Effective on March 24, 2024 employees covered by this agreement will receive a two and one-half percent (2.5%) increase in their base hourly rate of pay.

## 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. 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.
- k. 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 FY 2022.
- 1. Employees covered by this Agreement, who are otherwise eligible to receive a merit increase from July 1, 2022 through June 30, 2023 (i.e. Fiscal Year 2023), will receive a regular merit increase on their original hire anniversary date in FY 2023.
- m. Employees covered by this Agreement, who are otherwise eligible to receive a merit increase from July 1, 2023 through June 30, 2024 (i.e. Fiscal Year 2024), will receive a regular merit increase on their original hire anniversary date in FY 2024.

# 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.

# 13. HOLIDAYS AND HOLIDAY PAY

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

New Year's Day	Native American Day
Martin Luther King Jr.'s Birthday	Veteran's Day
Washington's Birthday	Thanksgiving Day
Memorial Day	Christmas Day
Juneteenth 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)

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.J. 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.

Effective July 1, 2022, three (3) uniform shirts will be issued per year to employees assigned to Community Relations, Logistics & Facilities Management and Technology & Information Services.

## 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 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 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 closes the County offices for an entire day, or any portion thereof, because of extreme inclement weather, other emergencies producing hazardous conditions, or for any other reason which may prevent County employees from reporting to work or which may require early release from work, those employees required by the Fire/EMS Department to perform duties during the period that the County offices are closed will be entitled to receive one (1) hour of compensatory time for each hour worked each day during the emergency (not to exceed ten (10) hours per employee per twenty-four (24) hour period), 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. <u>Funding</u>

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. <u>Definitions</u>

- 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

<u>Benefit Payment</u>: 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, 2022 through June 30, 2024, "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 2024.

# I. IRS Pickup Plan

- 1. The County shall pick up, within the meaning of Section 414(h) (2) of the Internal Revenue Code, the employee contributions required by Section 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, 2023.

# 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 Agreement administrative leave for physical fitness up to a maximum of one and one half (1½) hours per day, no more than two (2) days a week for physical fitness. The physical fitness should be coordinated with the supervisor and completed while on duty.

## 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.