

COUNTY COUNCIL OF PRINCE GEORGE'S COUNTY, MARYLAND
2008 Legislative Session

Bill No. CB-22-2008

Chapter No. 19

Proposed and Presented by The Chairman (by request – County Executive)

Introduced by Council Member Dean

Date of Introduction June 3, 2008

BILL

1 AN ACT concerning

2 Collective Bargaining Agreement – International Association of

3 Fire Fighters, AFL-CIO, Local 1619

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

5 For the purpose of amending the labor agreement by and between Prince George's County,
6 Maryland and the International Association of Fire Fighters, AFL-CIO, Local 1619 (Fire
7 Fighters, Paramedics and Fire Fighter/Medic) to provide for wage increases and certain other
8 terms and conditions of employment for personnel classifications certified by the Prince
9 George's County Public Employee Relations Board.

10 BY repealing and reenacting with amendments:

11 SUBTITLE 16. PERSONNEL.

12 Section 16-233(f)(1),

13 The Prince George's County Code

14 (2003 Edition, 2006 Supplement).

15 SECTION 1. BE IT ENACTED by the County Council of Prince George's County,
16 Maryland, that Section 16-233(f)(1) of the Prince George's County Code be and the same is
17 hereby repealed and reenacted with the following amendments:

18 SUBTITLE 16. PERSONNEL.

19 DIVISION 19. COLLECTIVE BARGAINING.

20 **Sec. 16-233. General.**

21 (f) The following collective bargaining agreements are hereby adopted and approved:

1 (1) Declaration of Approval – Local 1619, International Association of Fire
2 Fighters, AFL-CIO (Fire Fighters, Paramedics, and Fire Fighter/Medics).

3 The County Council of Prince George's County, Maryland, having fully considered the
4 labor agreement concluded between Prince George's County, Maryland and Local 1619,
5 International Association of Fire Fighters, AFL-CIO on [June 6, 2006] March 12, 2008, hereby
6 approves said agreement in accordance with the provisions of Section 13A-109 of the Prince
7 George's County Code.

8 SECTION 2. BE IT FURTHER ENACTED that this Act shall take effect forty-five (45)
9 calendar days after it becomes law and that the Agreement shall be retroactively effective to
10 July 1, 2007. Adopted this 1st day of June, 2008.

COUNTY COUNCIL OF PRINCE
GEORGE'S COUNTY, MARYLAND

BY: _____
Samuel H. Dean
Chairman

ATTEST:

Redis C. Floyd
Clerk of the Council

APPROVED:

DATE: _____ BY: _____
Jack B. Johnson
County Executive

KEY:
Underscoring indicates language added to existing law.
[Brackets] indicate language deleted from existing law.

AGREEMENT
MADE BY AND BETWEEN
PRINCE GEORGE'S COUNTY, MARYLAND

AND

INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS
LOCAL NO. 1619
(FIRE FIGHTERS, PARAMEDICS AND FIRE FIGHTER/MEDICS)

JULY 1, 2007 THROUGH JUNE 30, 2009

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PREAMBLE

This Collective Bargaining Agreement is entered into by Prince George's County, Maryland ("County") and Local 1619, International Association of Fire Fighters, AFL-CIO ("Union") and has as its purpose the promotion of harmonious relations between the County and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and includes the agreement of the parties on rates of pay, hours of work and other conditions of employment for the employees covered hereunder.

ARTICLE 1 -- RECOGNITION

A. The County recognizes the Union as the sole and exclusive bargaining agent of the Prince George's County Fire/EMS Department employees listed below in the units for which it was certified by the Prince George's County Public Employee Relations Board, to wit:

UNIT I: Fire Fighter I, II, III; Fire Fighter Technician; Paramedic Trainee I, II; Paramedic; Fire Fighter/Medic I, II, III; and, Fire Fighter Medic/Technician

UNIT II: Fire Fighter Lieutenant; Fire Fighter Captain; Fire Fighter Battalion Chief; Paramedic Lieutenant; Paramedic Captain; Paramedic Battalion Chief; Fire Fighter/Medic Lieutenant; Fire Fighter/Medic Captain; and, Fire Fighter/Medic Battalion Chief.

The parties agree that all such employees shall be considered uniformed Fire Fighters for the purpose of coverage by the binding interest arbitration provisions of the County Labor Code.

ARTICLE 2 -- EQUAL EMPLOYMENT OPPORTUNITY

Section 2.1 Policy

A. It is the policy of the County to provide equal employment opportunities in employment; to prohibit discrimination in employment against any employee or applicant for employment because of race, age, color, religion, creed, sex, sexual orientation, political affiliation, country of national origin, disability, marital status, or labor organization affiliation; and to promote and implement a positive and continuing program of equal employment opportunity.

B. It is the policy of the Union that it shall not discriminate against any employee or cause or attempt to cause the County to discriminate against any employee because of race, age, color, religion, creed, sex, sexual orientation, political affiliation, country of national origin, disability, marital status or labor organization affiliation.

C. The provisions of this Agreement shall be applied equally to all employees without discrimination on the basis of race, color, creed, sex, sexual orientation, marital status, religion, union or political affiliation, country of origin, age or disability.

ARTICLE 3 -- ORGANIZATIONAL SECURITY

Section 3.1 Union Membership

All employees covered by this Agreement who are members of the Union or who elect to become members of the Union shall, pursuant to Section 3.2, remain members of the Union for the duration of this Agreement. All employees covered by this Agreement who elect not to become members of the Union shall be required, as a condition of continued employment, to pay a monthly service fee in an amount not greater than the monthly dues paid by members of the Union, which fees shall be remitted to the Union.

Section 3.2 Checkoff

- A. Upon presentation by the Union of a list of the individual employees covered by this Agreement for each of whom the Union certifies to have on file a written authorization for dues deduction or service fee deduction duly executed by the employee, the Union shall be entitled to have such employees' membership dues or service fee deducted from their paychecks on a biweekly basis. Such authorization shall be irrevocable and automatically renewed from year to year thereafter unless revoked by the employee pursuant to Section 13A-108(c) of the Labor Code.
- B. The amounts to be deducted shall be certified to the County by the Treasurer of the Union, and the aggregate deductions of all employees shall be remitted monthly to the Union along with an itemized statement.
- C. The Union agrees to hold harmless and indemnify the County for any liability arising from the application of this Article.
- D. Except as otherwise expressly provided in this contract, the Employer will not seek to encourage or discourage Union membership.

Section 3.3 Conferences and Seminars

- A. Members of the bargaining unit shall be granted time to attend conventions and conferences without loss of pay or leave with prior approval of the County Fire Chief (not to be unreasonably withheld), and further provided that such meetings shall not exceed three (3) per fiscal year and that not more than four (4) union members request such approval.
- B. 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.
- C. In addition, the Union shall have an additional Administrative Leave Bank of one thousand five hundred (1,500) additional hours. This also shall be without loss of pay or leave. All requests for administrative 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.

Section 3.4 Leave for Negotiations

Employees (not to exceed five (5) in number which includes the Union President) 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. Leave taken by these employees (excluding the Union President) will be charged against the Administrative Leave Bank referenced in Section 3.3 (C) above.

Section 3.5 Union President

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.

Section 3.6 Communication Distribution

Provided always that the distribution needs of the Fire/EMS Department be paramount, the Union will be permitted to use the Fire/EMS Department's courier service for distribution of official Union communications. The President of Local 1619 shall be typed in as a distributee of information distributed to the fire service.

Section 3.7 Union Pins and Jackets

The employees shall be allowed to wear a pin and/or watch fob showing their Fire/EMS Department Union affiliation on the official Fire/EMS Department uniform. Employees may wear an IAFF jacket with their uniform to and from work.

Section 3.8 Union Information

The County supports funding a bulletin board in each fire station and bureau for Union newsletters and notices, and to the extent possible, shall provide such boards upon request.

Section 3.9 Non-participation in Volunteer Activities

No career employee shall be required to participate in fund raising activities of a volunteer corporation (for example, bingos, crab feasts, or any business that relates to private volunteer corporations).

Section 3.10 Uniforms

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

ARTICLE 4 -- PRINCE GEORGE'S PROFESSIONAL FIRE FIGHTERS P.A.C.

The County agrees to deduct on a biweekly basis from the payroll checks of employees covered

by this Agreement, who so request in writing, voluntary contributions to the Prince George's Professional Fire Fighters P.A.C. fund. The Union agrees to indemnify and hold harmless the County from any loss or damages arising from the operation of this Article.

ARTICLE 5 -- MANAGEMENT RIGHTS

Except as specifically modified or restricted in this Agreement, the County reserves the right to determine the standards of service offered the public; to maintain the efficiency of the County's operations; to determine the methods, means and personnel by which the County's operations are to be conducted; to direct the work of its employees; to hire, promote, demote, transfer, assign and retain employees in positions; to suspend or discharge employees for just cause; relieve employees from duty because of lack of work; to take any action necessary to carry out the mission of the County.

ARTICLE 6 -- RULES AND REGULATIONS

Section 6.1 Compliance with Regulations

The Union agrees that its members shall comply with all County Fire/EMS Department rules and regulations, including those relating to conduct and work performance, unless specifically modified in this Agreement.

Section 6.2 Notice of Policy Change

In order that both parties may be kept aware of developments, the County agrees to furnish the Union President with changes regarding policy, procedures, or practices that will affect working conditions in the bargaining unit.

Section 6.3 Arbitrability

Nothing contained in Section 6.1 and 6.2 of this ARTICLE 6 is intended to limit the Union's ability to grieve and submit to arbitration, as specifically stated in Sections 14.1 and 14.2, respectively, of ARTICLE 14, a claimed violation, misinterpretation or misapplication of the rules or regulations of the County affecting the terms and conditions of employment.

ARTICLE 7 -- WAGES

Section 7.1 Wages

A. Cost of Living

1. Effective the first full pay period beginning on or after October 28, 2007, employees covered by this Agreement will receive a two and one half percent (2 ½ %) increase in their base hourly rates of pay.

2. Effective the first full pay period beginning on or after October 26, 2008, employees covered by this Agreement will receive a two and one half percent (2 ½ %) increase in their base hourly rates of pay.

B. Merit Increases

1. Employees covered by this Agreement who are otherwise eligible to receive a merit increase during the period from July 1, 2007 through June 30, 2008, will receive it.

2. Employees covered by this Agreement who are otherwise eligible to receive a merit increase during the period from July 1, 2008 through June 30, 2009, will receive it.

C. Wage Scale for Bargaining Unit Members.

1. Modifications in the wage scale as described in Attachment A, attached hereto.
2. Employees hired before January 1, 1999 in the previous "S" Series classification who are or who become County Certified EMT-P receive a fourteen percent (14%) salary adjustment and are no longer eligible for the four percent (4%) continuing education pay. (Note: This is a net ten percent (10%) adjustment for those who are County Certified EMP-P as of July 6, 2008.) These employees are eligible to receive up to ten percent (10%) above their maximum rate of pay.
3. Employees hired before January 1, 1999 in the previous "M" Series classification that are not cross trained as fire fighters receive a ten percent (10%) salary adjustment and are no longer eligible for the four percent (4%) continuing education pay. (Note: This is a net six percent (6%) adjustment for those who are not cross trained as a fire fighter as of July 6, 2008.) These employees are eligible to receive up to ten percent (10%) above their maximum rate of pay.
4. Employees hired before January 1, 1999 in the previous "M" Series classification who are cross trained as fire fighters receive a five percent (5%) salary adjustment and are no longer eligible for the four percent (4%) continuing education pay. (Note: This is a net one percent (1%) adjustment for those who are cross trained as fire fighters as of July 6, 2008.) These employees are eligible to receive up to ten percent (10%) above their maximum rate of pay.
5. Employees hired after January 1, 1999 in the "M" Series classification will have their salaries adjusted to be consistent with the side letter between the County and Union dated February 26, 2008.
6. Employees hired before January 1, 1999 in the previous "S" Series classification who receive their County Certified EMT-I status will receive a nine percent (9%) salary adjustment and no continuing education pay.

7. Employees hired before January 1, 1999 in the previous "S" Series classification who are County Certified EMT-I and receives a County Certified EMT-P status after July 6, 2008 will receive a ten percent (10%) salary adjustment and no continuing education pay.
8. Employees hired before January 1, 1999 in the previous "S" Series classification who receives a County Certified EMT-P status, after July 1, 2008, and did not progress to this certification by receiving a County Certified EMT-I status will receive a nineteen percent (19%) salary adjustment and no continuing education pay. These employees are eligible to receive up to ten percent (10%) above their maximum rate of pay.
9. The five percent (5%) cross training language will no longer be applicable to any employee. Those who received this will keep it.
10. Effective July 6, 2008, employees who are receiving "Special Duty Pay" will be placed on the Min Max System at their respective pay rate between the Minimum column and Certification Maximum column and not be eligible to exceed the Certification Maximum. Employees who are not receiving "Special Duty Pay" will be placed on the Min Max System at their respective pay rate between the Minimum column and Maximum column and not be eligible to exceed the Maximum.
11. Effective July 1, 2008, a new employee's salary may not exceed the entry level minimum for credit for previous relevant employment or be eligible for any enhancement due to prior fire fighter service credit.
12. Effective beginning on July 1, 2008, any employee hired before July 1, 1996, who completed ten (10) years of actual service as defined in the Fire Pension Plan but who is not at the step for his/her rank on the Min-Max System which reflects the completion of ten (10) years of service will be placed at that step on the date that marks the completion of his/her tenth (10th) year of service, provided, however, that the resulting rate of pay may not exceed the maximum step for the employee's rank, except as otherwise noted for special duty pay(s) and in no case be more than ten percent (10%) above the maximum.
13. Effective July 1, 2008, any employee subject to number 12 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.

Section 7.2 The Prince George's County Fire Service Pension Plan

A. The County agrees to maintain the Pension Plan for fire fighters, paramedics and firefighter/medics with the following changes, which were made effective July 1, 1981, unless otherwise specifically noted:

1. Normal retirement to be based on twenty (20) years actual service with the County, or attainment of age fifty-five (55), at a retirement rate of two and one-half percent (2 1/2%) per year of the "Average Annual Compensation" of the employee as that term is defined in the Pension Plan. Effective July 1, 1989, normal retirement is to be based on twenty (20) years actual service with the County, or attainment of age fifty-five (55), at a retirement rate of three percent (3%) per year of the "Average Annual Compensation" of the employee as defined in the Pension Plan.

2. a. Employees may continue to accrue an additional two percent (2%) per year benefit accrual for every year after normal retirement for a maximum of ten (10) years.

b. Effective July 1, 1994, employees may continue to accrue an additional two and one half percent (2 ½ %) per year benefit accrual for every year after normal retirement for a maximum of ten (10) years. This provision applies to retirements occurring on or after July 1, 1993, but not retroactively.

3. Military buy-back time will be counted for purposes of benefit accrual.

4. Effective July 1, 1989, the computation of a retiree's benefit shall be based on the employee's high twenty-four (24) month average pay. The definition of "Average Annual Compensation" in the Pension Plan shall be modified accordingly.

5. a. For service connected disability occurring before normal retirement, the lifetime benefit will be seventy percent (70%) of the employee's average annual compensation. For non-service connected disability occurring before normal retirement, the lifetime benefit will be fifty percent (50%) of the employee's average annual compensation. This amount will be increased by an additional two percent (2%) per year benefit accrual for every year over twenty (20) up to the maximum non-service disability pension provided by the Pension Plan. This provision does not affect the amount of accredited service up to a total of thirty (30) years said employee may accrue for normal retirement under Section 7.2 B.

b. Effective from the date July 1, 1989, for service connected disability, the lifetime benefit will be fifty-five percent (55%) of the employee's "Average Annual Compensation" as that term is defined in the Pension Plan. An employee, who is permanently and totally disabled in the line of duty, such that he/she is unable to perform the duties of any occupation, will receive a ninety percent (90%) disability benefit regardless of years of service. The loss of both hands, or both arms, or both feet, or both legs, or both eyes, or any two thereof, in the line of duty creates a rebuttal presumption that the employee is totally and permanently disabled within the meaning of this provision.

6. The County further agrees that any ancillary benefits not specifically changed in the process of negotiations between the County and the Union will remain intact and be included in the writing of the new pension document.

B. Benefits under the Pension Plan in effect starting July 1, 1980, shall be based on actual service by that employee. However, "actual service" shall include service by that employee for a Prince George's County volunteer fire company, provided that:

1. The participant elects, in writing, on or before September 30, 1974, to make the payments provided for in the Pension Plan; and

2. Such service would have been continuous service, as defined in this Plan, if it had been rendered by a County employee; and

3. The participant became an employee immediately following his/her termination of service with the volunteer company.

C. Fire Fighters Local 1619 shall nominate a representative to the Board of Trustees of the Fire Fighters Pension Plan to the County Executive. Effective when this Agreement for the period from July 1, 1993, through June 30, 1995, is enacted into law, Professional Fire Fighters Association Local 1619 shall nominate three (3) representatives to the Board of Trustees of the Fire Service Pension Plan to the County Executive.

D. If a fire fighter dies after eligibility for normal retirement while still an active employee, his/her spouse shall receive a pension equal to fifty percent (50%) of the actuarially reduced pension the member would have received had he/she retired the day before his/her death and elected a joint survivor annuity. For the surviving spouses of fire fighters who are eligible for normal retirement and die on or after July 1, 1994, this benefit increases to one hundred percent (100%) of the actuarially reduced pension the member would have received had he/she retired the day before his/her death and elected a joint survivor annuity.

E. The Retirement Administrator shall make available a copy of the current Pension Plan and accompanying Executive Orders to the Union. Thereafter at a mutually convenient time the Retirement Administrator agrees to meet with a designated Union representative to review said Plan or any facet of the Plan.

Section 7.3 Pension Plan Modifications Effective July 1, 1983

1. Effective July 1, 1983, there shall be no reduction in pension benefits to a retiree by virtue of becoming eligible for full social security benefits or attaining age sixty-five (65).

2. Administrative Modifications

a. Plan Booklets

1. Within ninety (90) days following the date of legislative enactment of this Agreement, the Pension Plan document will be updated to include any negotiated changes in the

Pension Plan. The Plan document will then be printed in booklet form, and copies of the booklet will be made available to Plan participants through the Union. Subsection 7.2 F. is therefore modified accordingly.

2. Five hundred (500) copies of the Pension Plan shall be delivered to the Union for distribution to bargaining unit members at no cost to the Union or to the unit members. New participants will be issued a copy of the Pension Plan by the Union.

b. Representation On the Medical Advisory Board

The President of the Union, or his designated permanent alternate, will serve as a nonvoting member of the Medical Advisory Board in cases involving employees covered by this Agreement. The Union representative will act in the same role as the representative of the Fire Department who appears before the Medical Advisory Board.

c. Administrative Review Board Meetings

The Administrative Review Board will hold regular quarterly meetings, and the Retirement Administrator shall report quarterly all significant actions and decisions described in Section 8.2 of the Fire Pension Plan to the Administrative Review Board for its review.

d. Representation on the Disability Review Board

The President of the Union, or his designated permanent alternate, shall serve as a voting member of the Disability Review Board.

e. Disability Leave Termination Notice

Where it is determined by the Plan that an employee covered by the Agreement who is on Disability Leave is to be returned to work, a copy of the letter so informing the Fire Chief will also be provided to the affected employee.

f. Disability Status Review by the Medical Advisory Board

When an employee is sent to a County doctor for examination before a review of his/her disability status by the Medical Advisory Board (MAB), the employee shall be advised by letter of his/her right to submit other medical information to the MAB. The parties have agreed on a letter to be sent out for such purposes. A copy of the County doctor's report will be sent to the employee.

Section 7.4 Cost of Living Increases for Retirees

A. In January of each year, beginning in January, 1990, two-thirds (2/3) of the total investment returns (on a market value basis including realized and unrealized capital gains and losses, as well as interest and dividends in excess of the interest assumption for the previous plan year) will be transferred to a "post-retirement increase fund" with the exception that in January, 1990, the calculation will be from the previous two (2) plan years.

B. On January 31 of each year, beginning on January 31, 1990, every retiree will receive a permanent increase in his or her retirement benefit as calculated in paragraph C.

C. The permanent increase will be determined by actuarially calculating the lifetime benefit that can be provided each eligible retiree from the post-retirement increase fund, determined pursuant to paragraph A, provided:

1. Each eligible retiree will receive the same dollar amount.

2. The maximum increase provided shall not exceed one hundred twenty-five dollars (\$125.00) per month until January, 2002, when the maximum increase permitted shall be one hundred fifty dollars (\$150.00) per month.

3. No increase shall be provided if the amount in the post-retirement increase fund is not sufficient to provide at least a ten-dollar (\$10.00) benefit increase.

D. Any amount in the "post-retirement increase fund" described in paragraph A. in excess of the amount necessary to fund the maximum permanent retirement increase described in paragraph C.2. or less than an amount necessary to provide the minimum benefit described in paragraph C.3. will be transferred (returned) to the general pension fund assets.

E. Effective with the calculation done in January, 1990, the phrase "actuarially calculating the lifetime benefit" in subparagraph C.3., above, means that the Plan's actuary will use the same procedures utilized in 1988 for calculating the COL benefit but will also include an assumption that the pool of assets that has been determined to be available for COL purposes, if any, will earn interest at the same rate of return that is assumed for the Pension Fund itself. Also effective with the calculation done in January, 1990, any negative performance of the Pension Fund (the percentage by which actual returns fall short of the interest assumption) will be carried forward to successive calculations under this procedure until totally absorbed by future positive earnings.

F. The County has agreed to extend this provision regarding cost of living increases to retirees to both current and future retirees with the express understanding and agreement of the parties that the County has not waived any rights it has with regard to whether matters affecting current retirees constitute mandatory subjects of bargaining.

G. The County agrees to amend the Fire Service Pension Plan to provide a one-time lump sum payment of four hundred twenty dollars (\$420.00) to every retiree, contingent annuitant and alternate payee (who is specifically granted such benefit by a Domestic Relations Order) as of June 30, 2006, payable on said date.

H. The County agrees that if the cost of living formula described in Paragraphs A through E does not yield at least a permanent seventy dollars (\$70)/month retiree/contingent annuitant/alternate payee increase payable on January 31, 2007, the County will amend the Fire Service Pension Plan to provide for such an increase on that date.

I. Notwithstanding the provisions described in Paragraphs A through E above, effective

beginning with the cost of living increase payable on January 31, 2008, the permanent annual retiree increase for each retiree, contingent annuitant and alternate payee (who is specifically granted such benefit by a Domestic Relations Order) shall be equal to the lesser of (a) or (b), where (a) is four and nine-tenths percent (4 9/10%) of the retiree's, contingent annuitant's or eligible alternate payee's then current pension benefit and (b) is the greater of (i) thirty five dollars (\$35)/month or (ii) the increase determined by the formula described in Paragraphs A through E above. The parties agree that this Section 7.4 I. is subject to approval by the IRS, and that the Fire Service Pension Plan will apply for such approval to the IRS.

J. The parties agree that if the IRS has not ruled on, or fails to approve, the submission described in Section 7.4 I above by January 31, 2008, the County will amend the Pension Plan to provide a permanent thirty five dollars (\$35)/month increase for each retiree, contingent annuitant and alternate payee (who is specifically granted such benefit by a Domestic Relations Order) on said date. The parties further agree that if the IRS, after considering the submission of the above language in Section 7.4 I above, or any agreed upon modification thereto, does not approve such language, then the parties agree that the following provision shall be inserted in its place, effective January 31, 2009.

K. Effective beginning with the cost of living increase payable on January 31, 2009, the County agrees that in any year in which the cost of living formula described in Paragraphs A through E above does not yield at least a thirty five dollars (\$35)/month increase for each retiree, contingent annuitant, and alternate payee (who is specifically granted such benefit by a Domestic Relations Order), the County will give good faith consideration to amending the Plan to providing such increase for that year. Approval of such an amendment shall not be unreasonably withheld.

Section 7.5 Contribution to Retirement Trust Fund

- A. Effective July 1, 1995, the employee contribution to the retirement trust fund shall be increased to four percent (4%) of base payroll.
- B. Employees hired after July 1, 2008 shall contribute eight percent (8%) of base payroll to the retirement trust fund.

Section 7.6 Education Incentive Pay Included in Base Compensation for Retirement Pension Benefit Purposes

Effective July 1, 1988, the definition of Compensation as set forth in Section 1 of the Fire Service Pension Plan, as revised and restated effective July 1, 1983, is amended to include education incentive pay (EIP) for retirement pension benefit purposes only.

Section 7.7 Pop-back of Benefits

Effective July 1, 1989, where the designated beneficiary of a retiree who has elected a reduced joint and survivor pension benefit predeceases the retiree, or the designated beneficiary has, as of the date of acceptance by the Plan, been granted a valid and final decree of divorce from the retiree, the retiree's monthly benefit shall be increased ("pop back") upon request to the level it

would have been had the reduced joint and survivor option never been chosen. The increase shall be effective for the month following the designated beneficiary's date of death or date of the Plan's acceptance of a valid and final decree of divorce, but shall not affect previously paid benefits.

Section 7.8 Hold Harmless Benefit Calculation

A. For any Plan member who retires after July 1, 1991, "Average Annual Compensation" as that term is defined in the Pension Plan will be calculated as if the Plan member had received the seven percent (7%) cost of living increase set forth under Section 6.1.C. of the original Agreement and scheduled to become effective during the first full pay period beginning on or after July 1, 1991, and, if appropriate, the two percent (2%) wage scale equalization adjustment set forth under Section 6.1.D. of the original Agreement and scheduled to become effective during the first full pay period in January, 1992. This salary shall also be applicable for calculating any leave payouts due upon retirement during this period of time.

B. For any employee covered by this Agreement who retires during the period from July 1, 2007 through June 30, 2009, "Average Annual Compensation," as that term is defined in the Pension Plan, will be calculated as if the employee had received all merit steps in Fiscal Year 1996 and 1997 on his/her anniversary date that the employee otherwise would have been eligible to receive but for the deferral of such merit step increases in Fiscal Year 1996 and/or 1997.

Section 7.9 Purchase of Pension Credit with Annual Leave and Sick Leave

Effective January 1, 1993, all participants will be permitted to purchase additional pension credit after twenty (20) years of service with annual and sick leave at "non-window" (40 annual/80 sick) rates as set forth in Section 4.1.(A)(b)(ii) of the Pension Plan.

Section 7.10 Free Joint and Survivor Annuity

Effective July 1, 1994, the time of retirement, plan participants will continue to elect whether to receive a joint and survivor pension benefit. Notwithstanding the retirement benefit actually elected by a retiree, effective July 1, 1994, if the retiree dies within one year after his/her retirement date, his/her spouse shall receive a pension equal to one hundred percent (100%) of the actuarially reduced pension the retiree would have received had the retiree elected a joint and one hundred percent (100%) survivor annuity. In the event a retiree elects to receive an actuarially reduced pension by selecting a joint and survivor annuity, the retiree will receive an unreduced pension during the year following his/her retirement date. After that year, he/she will begin to receive the reduced pension benefit selected.

Section 7.11 Pension Plan Modifications

A. Pre-Retirement Survivor Annuity

1. Effective July 1, 2001, an employee with fifteen (15) or more years of service, but less than twenty (20) years of service, dies while still an active employee, his/her spouse shall receive a survivor annuity benefit. The participant's spouse shall receive a pension equal to fifty percent

(50%) of the pension the participant would have received had the participant deferred retirement until his/her normal retirement date and elected a joint and survivor annuity.

B. Survivor Benefit for Disability Retirees

1. Effective July 1, 2001, an employee who retires on a disability may elect to choose a joint and survivor annuity benefit.

C. Effective July 1, 2008, where a court orders a survivor benefit for the Participant's first spouse, the Participant may still select a survivor benefit for a second spouse with regard to the Participant's remaining benefit. Further, in the event of a pop back of benefit under Section 7.7, the Participant may select a survivor benefit for a second spouse with regard to the Participant's benefit.

Section 7.12 (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) hereof. 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.

Section 7.13 Pension Plan Modifications Effective September 1, 2005

A. The following modification to Section 4.3 of the Fire Service Pension Plan are effective September 1, 2005:

Section 4.3(e) shall be modified by removing the language from Section 4.3(e)(i) "the Participant is not providing any compensated services of any kind to the Fire Department of

Prince George's County; and" as well as removing the language from the second paragraph, at its first three sentences, "If the Participant is performing compensated services to the Fire Department of Prince George's County, benefits paid under this Plan shall permanently cease during such period of employment. Benefits shall commence again only if such employment ceases, and the Participant provides the certification described in the immediately preceding paragraph. Benefits that do commence again shall not be adjusted for benefits suspended, but shall be in the same amount as before the suspension.

Section 7.14 Group Health Insurance Coverage

A. In CY08, the County shall contribute seventy-four percent (74%) to the cost of the County's point-of-service health insurance plan for any employee/retiree (who retired on or after July 1, 1991) who elects to participate in the program. Participating employees shall contribute the remaining twenty-six percent (26%).

In CY09, the County shall contribute seventy-three percent (73%) to the cost of the County's point-of-service health insurance plan for any employee/retiree (who retired on or after July 1, 1991) who elects to participate in the program. Participating employees shall contribute the remaining twenty-seven percent (27%).

B. In CY08, the County shall contribute seventy-nine percent (79%) to the cost of a prepaid group health plan or Health Maintenance Organization (HMO) for any employee/retiree (who retired on or after July 1, 1991) who elects to participate in the program. Participating employees shall contribute the remaining twenty-one (21%).

In CY09, 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/retiree (who retired on or after July 1, 1991) who elects to participate in the program. Participating employees shall contribute the remaining twenty-two (22%).

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

D. In CY08, the Employer shall contribute eighty nine percent (89%) to the County's deductible prescription drug and vision care programs for any employee or retiree who elects to participate in either program. The participating employee shall contribute the remaining eleven percent (11%). Employees who choose not to enroll in the Prescription Drug Plan may choose to receive a credit instead.

In CY09, the County shall contribute eighty-eight percent (88%) to the County's deductible prescription drug and vision care programs for any employee or retiree 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.

1. Retirees shall have extended to them the same open enrollment opportunities to elect participation in health insurance coverage as active employees covered by this Agreement.

2. The County has agreed to extend this provision regarding contributions to the County's deductible prescription and vision care programs to current retirees with the express understanding and agreement of the parties that the County has not waived any rights it has with regard to whether matters affecting retirees constitute mandatory subjects of bargaining.

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

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

G. Employees may choose to enroll in a Long-Term Disability Program offering fifty percent (50%) or sixty percent (60%) of annual salary up to normal social security retirement age. Employees will pay the full cost of whichever option is chosen.

H. Employees may contribute up to five thousand dollars (\$5,000.00) in a dependent flexible spending account and up to five thousand dollars (\$5,000.00) in a medical flexible spending account.

I. A Joint Health Care Committee will be created. The Union President or his designee shall be a member of this Committee. 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.

J. Beginning July 1, 2008, and every year thereafter, the County shall provide to every retiree an annual check in the amount of three hundred and fifty dollars (\$350.00). Such annual payments are intended to continue for the lifetime of the retiree or his/her surviving beneficiary. The County acknowledges that the Union has accepted a reduction in its cost of living wage increase in Fiscal Year 2009 (from 3% to 2.5%) in consideration of this lifetime retiree benefit. This payment shall be distributed coinciding with the retiree's July payment.

Section 7.15 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)) but not to exceed two hundred thousand dollars (\$200,000.00). Employees may choose to increase their life insurance from one (1) to four (4) times their annual salary up to a total of eight hundred thousand dollars (\$800,000.00) including the base amount provided by the County. Employees will pay for the increased coverage at rates based on their age and amount of coverage. Employees may choose to reduce their life insurance to one (1) times their annual salary and receive a credit.

B. Effective July 1, 1989, the County will provide a supplemental life insurance benefit to an employee covered by 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 one hundred fifty thousand dollars (\$150,000.00) or two hundred thousand dollars (\$200,000.00) effective July 1, 1994.

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.

Section 7.16 Acting Pay

A. Effective on the date that this Agreement becomes law, 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.

B. Where the Department elects to replace an employee receiving acting pay under this provision with another employee who works in an acting capacity, the new acting employee will begin receiving acting pay immediately. The Department agrees that it will normally select the person who is highest on the current promotional list for the rank equal to the acting position when exercising its right to replace an employee in acting status under this provision, and it will bypass the next person on the promotional list for acting duty only when prudent operations require it.

C. Employees who are receiving Acting Pay for acting at a higher rank during the twelve (12) months preceding their retirement date shall be treated as retired at that rank. The employee will receive no economic benefit associated with this paragraph.

Section 7.17 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 1/2) 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.

Section 7.18 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 1/2) times his/her regular rate of pay and will be paid his/her regular rate of pay beginning with his/her regular starting time.

B. The provisions of Section 7.17 shall apply to an employee called in to work more than two (2) hours immediately before his/her regularly scheduled starting time.

Section 7.19 Holidays

A. Effective December 1, 1997, the following shall be designated as holidays within the scope of this Agreement:

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

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

C. Beginning in the 2001 wage reporting year, if July 4 falls on a weekend, employees covered by this Agreement 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 (1) day.

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

Section 7.20 Holiday Pay

- A. If an employee works on a designated holiday which coincides with his/her regularly scheduled work hours, he/she shall be paid at the rate of two (2) times his/her regular rate of pay for all hours worked on the holiday (except overtime).
- B. Where an employee is granted leave on a designated holiday which coincides with his/her regularly scheduled work hours, he/she shall be paid his/her regular straight time pay for such leave on the holiday.
- C. If a twenty-four (24) hour shift employee works twelve (12) hours on a designated holiday which coincides with his/her regularly scheduled work hours and is granted leave for the remaining twelve (12) hours of his/her shift, he/she shall be paid two (2) times his/her regular rate of pay for the twelve (12) hours worked plus his/her regular straight time pay for the twelve (12) hours on leave.
- D. If an employee is required to work on a holiday which coincides with a day on which his/her regularly scheduled day off occurs, he/she shall be compensated at the rate of one and one-half (1 1/2) times his/her regular rate of pay for all hours worked on the holiday. In addition, shift personnel who are required to work on a holiday which coincides with their regularly scheduled day off shall earn eight (8) hours of compensatory leave.
- E. 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.

Section 7.21 Special Duty Pay

- A. Fire Fighters assigned duties as Bomb Technicians shall be compensated at a rate nine percent (9%) per hour above their regular base pay. This additional pay is to compensate Bomb Technicians in lieu of overtime for attendance at required continuing education and skills maintenance sessions. Special duty pay shall apply only as long as the Fire Fighter is assigned duties of a Bomb Technician.
- B. Effective July 1, 2008, employees who are assigned to the Hazardous Materials Response Team and are certified to the minimum of Hazardous Materials Technician shall receive one and one half percent (1 ½ %) above their regular rate of pay. In addition, employees assigned to the Technical Rescue Team and are certified to the NFPA Technician level for Rope Rescue, Swift Water Rescue, Dive Rescue (Public Safety Diver), 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 certification. 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.
- C. Effective July 1, 2008, employees who are assigned as Fire Investigators and have full law enforcement powers shall receive one and one half percent (1 ½ %) above their regular rate of pay. This compensation is not considered part of the employee's base pay.

D. Effective the first full pay period beginning on or after July 1, 2006, employees hired on or after March 29, 1999 who are County certified EMT-Paramedics shall be compensated at the rate of ten percent (10%) above their regular base rate of pay. This is inclusive of compensation for maintaining certification and shall be considered part of the employee's base pay (for purposes of pension, overtime). The additional ten percent (10%) shall be payable irrespective of whether it places the employee's salary above the maximum for the employee's grade.

E. Effective the first full pay period beginning on or after July 1, 2006, any employee who was cross trained and entitled to receive a five percent (5%) in-grade increase in accordance with Attachment A, A.13.c.2 & 3 will be entitled to be paid up to five percent (5%) above the maximum for the employee's pay grade if the five percent (5%) in-grade increment when added to his/her regular pay entitlement without taking into account such five percent (5%) increase would otherwise place him/her above maximum. This five percent (5%) will continue to be considered part of the employee's base pay for purposes of pension and overtime.

Section 7.22 Training Certification Pay

A. Effective the first full pay period after July 1, 2006, employees covered by this Agreement 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.

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

Emergency Medical Technician – Basic – Hours set by the State
 Cardio-Pulmonary Resuscitation (CPR) – Four (4) Hours
 Respiratory Fit Testing
 Annual Medical Physical – Four (4) Hours (Employees exceeding four hours shall be paid at one and one-half their regular rate of pay and shall not be subject to Section 7.17 Call-Back Pay.)
 Infectious Control Refresher – Four (4) Hours
 Four (4) hours of an additional training that is either mandated by a Federal or State regulation(s) or ordered by the Fire Chief.

C. 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

Section 7.23 Stand-By Duty

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

Monday 0700 - Friday 1500

Friday 1500 - Monday 0700

B. A bargaining unit employee required by the Fire Chief or his designee to be on stand-by 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 stand-by during such Monday through Friday tour will receive no stand-by 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 stand-by. An employee called back to active duty during the Friday through Monday tour will receive no stand-by 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.

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.

Section 7.24 Pay While on I.O.J. Leave

Any employee who, in accordance with Section 8.4, is on I.O.J. or disability leave shall receive all pay during said period as disability income.

Section 7.25 Clothing Allowance

Employees shall receive the FY08 annual clothing allowance of one thousand seventy dollars (\$1,070.00) which will be paid in one (1) installment in July of 2007. For FY09 the annual clothing allowance will be paid in two installments: five hundred and thirty five dollars (\$535.00) in June 2008 and another five hundred and thirty five dollars (\$535.00) payment in July of 2008. Effective Fiscal Year 2010, employees will receive an annual clothing allowance of one thousand seventy dollars (\$1,070.00) which will be paid in one (1) installment in July. This clothing allowance is not considered part of the employee's base pay.

Section 7.26 Field Training Officer (FTO) Compensation (Preceptor)

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

B. Employees who are County certified paramedics designated as a FTO/preceptor and in the Y03 classification shall receive a special duty pay of one thousand forty-dollars (\$1,040.00) per

year. This special duty pay shall be based on one thousand four hundred forty hours (1,440) of service as a field-training officer and shall be considered as part of the employee's base pay. This compensation will be paid in one (1) installment in July of each fiscal year following the completion of the assignment and shall be pro-rated up or down depending upon the number of actual training hours compared to one thousand four hundred forty hours (1,440).

ARTICLE 8 -- LEAVE PROVISIONS

Section 8.1 Sick Leave

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

Section 8.2 Annual Leave

A. 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).

B. 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 A., above or in excess of the one hundred thirty (130) days maximum formerly allowed in Section 8.2.A.

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

D. An employee covered by this Agreement who terminates 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 this Agreement.

Section 8.3 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.

Section 8.4 Injured on the Job Leave

A. When an employee is ordered off the job or ordered to light duty by his/her physician or by the County Fire Chief due to work-related illness or injury, the employee will be placed on I.O.J. leave (1) until his/her disability is either medically proven to be non-service connected (2) until retired, or (3) until his/her IOJ leave period expires as provided in Paragraph C. below.

a. The employee shall not be charged with using his/her own accrued leave when ordered off duty as prescribed in the above paragraph except in those cases where the illness or injury is proved to be non-service connected, and then only from the date that the employee is notified of the findings in writing; nor will leave used because of injuries or sickness sustained as a result of employment in the Prince George's Fire/EMS Department be charged against an employee's sick or annual leave. The employee will remain on I.O.J. leave until released by the attending physician for prescribed duties, returned to work by decision of the Disability Review Board (DRB) (in administrative session or in review of an appeal), retired if the disabling injury cannot be corrected, or until his/her IOJ leave period expires as provided in Paragraph C. below.

b. The normal eligibility period for IOJ leave for the occurrence of an injury or illness shall be one hundred eighty (180) days, and an employee who is otherwise entitled to IOJ leave shall be able to take such IOJ leave during this one hundred eighty (180) day period. After one hundred eighty (180) days, the IOJ leave period shall expire. The normal eligibility period may be extended in one of two ways:

1. The Fire Chief may, if requested, or on his own initiative, extend the IOJ 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.

2. Prior to the expiration of the normal eligibility period for IOJ leave, or prior to the scheduled expiration of any disability leave period granted by the Fire Chief or DRB under this Section 8.4, the employee may request an extension of his IOJ leave with the Fire Chief. If the Fire Chief denies such request, the employee may seek a fitness for duty determination by the Medical Advisory Board (MAB). The MAB's determination shall be approved or disapproved by the DRB. If the DRB concludes that the employee is still unfit for duty, the employee shall remain on IOJ. Until the DRB rules on the employee's fitness for duty determination request, the employee shall remain on IOJ. Pursuant to this subsection, an employee may only stay on IOJ leave 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.

c. Where the temporary disability incapacitates the employee to the extent that the employee appears to be unable to adequately perform the duties and responsibilities of the employee's position, the employee may be assigned to other duties in the Department within the capacity of the employee to perform, as determined by the MAB. The unwillingness of the employee to accept such an assignment shall make the employee ineligible for IOJ leave during the period that the MAB determines that the employee is capable of such a light duty assignment.

B. Disability Review Board (DRB) Procedures

The procedures of the DRB shall be amended to provide:

With regard to the DRB, if a timely request for a hearing is filed following the DRB's preliminary determination, such hearing shall be held as provided in the Fire Service Pension Plan, but in no event later than one year after the initial request for a hearing.

Section 8.5 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, Fire Fighter/Medic or Emergency Response Technician caused by lung disease, heart disease or hypertension resulting in total or 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 heart disease, lung 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.

Section 8.6 Shift Work Leave

A. At a minimum, thirteen percent (13%) of the employees within the Emergency Operations Command will be offered leave (for vacation bid and day to day leave).

B. The Fire/EMS Department will provide a copy of the leave calendar to the Union when issued.

Section 8.7 Personal Leave

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

Section 8.8 Bereavement Leave

Members of the Unit shall be entitled to use accumulated sick leave for the purpose of bereavement when a death occurs in a member's family. A maximum amount of sick leave used

shall not normally exceed three (3) working days. The term "family" shall mean and include the member's spouse, child, sister, brother, parent, grandparent, mother and father in-law, and aunt or uncle. Leave needed beyond three (3) days because of travel distance, religious requirements or other extenuating circumstances may be extended on a case-by-case basis, but in no instance shall such bereavement leave be approved beyond seven (7) working days. 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.

Section 8.9 Additional Leave Provision

In the event the County Executive grants administrative leave to non-essential County employees because of extreme inclement weather or other hazardous working conditions, which may prevent employees from reporting to work or which may require early release from work, those employees required by the Fire/EMS Department to perform duties will be entitled to receive one (1) 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.

Section 8.10 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 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 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 Section 7.9 of this Agreement.

b. Notwithstanding subparagraph 3.a., 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).

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 1/2%) 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 between 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.

5. 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 this Agreement. However, employees with less than twenty (20) years of service who terminate employment because of service connected disability and employees 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 4., immediately above.

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.

Section 8.11 Sick Leave Bank

A. The Union shall have the right to maintain a "Sick Leave Bank." 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 leave balance (annual and sick). 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.

Section 8.12 Day Personnel

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

Section 8.13 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.

ARTICLE 9 -- SHIFT STAFFING

Section 9.1 Shift Minimum

A. The day shift minimum staffing level for truck and squad companies shall be four (4) career personnel. The day shift minimum staffing level for stations without a truck or squad company shall be three (3) career personnel. Effective September 1, 1999, during the period of this Agreement, minimum staffing level on an engine company shall be four (4) career personnel, one (1) of whom shall be a supervisor. It is the intent of the parties that supervisor for purposes of this paragraph shall mean a Lieutenant or Captain, and the Department intends to make a good faith effort to utilize Lieutenants and Captains as supervisors.

B. The minimum staffing levels shall be required at 0900 hours of each daylight shift and shall apply to weekday shifts only. Effective July 1, 1999, during the period of this Agreement, the minimum staffing levels shall be required at 0700 hours through 1500 hours of each daylight shift and shall apply to weekday shifts only.

C. Implementation of the staffing levels shall be as follows:

1. The Battalion Chief would detail a person from another station in the Battalion.

2. Should the Battalion Chief have no one available in the Battalion, the departmental Deputy Chief of Field Operations or his/her designee would locate a person in one of the other Battalions and detail that person to the under-minimum station.

3. Should no one be available in any station, an appropriate departmental Career Officer would authorize the detailing of any other career uniformed personnel or would call back any off-duty person to fill the vacancy.

D. Effective July 1, 2002, for any station staffed during a shift by a bargaining unit career Fire Fighter and/or ERT, such station must have more than one (1) such career Fire Fighter and/or ERT on duty at such station during said shift. In addition, the County acknowledges that it is the County's preference that suppression based apparatus go out with a minimum of two (2) career Fire Fighters and/or ERT's between 3 p.m. and 7 a.m. on weekdays, and during weekends, and that the parties will meet on a monthly basis to discuss ways to achieve such staffing needs.

E. Effective July 1, 2003, when a station has been alerted to a call and there is only one person remaining in that station, that station is placed out of service and will not be dispatched on another emergency incident until there is a minimum of two personnel; or the County realigns or reallocates resources that will staff all stations with a minimum number of personnel to provide that no one responds alone.

F. The County agrees to participate in a Joint Study Committee on Minimum Staffing Requirements composed of an equal number of members from both parties. Beginning no later

than January 1, 2004, the Committee shall meet no less than monthly and shall issue a report by June 30, 2004, unless extended by mutual agreement of the parties.

Section 9.2 Mobile Intensive Care Units (MICU)

A. The ten (10) existing Mobile Intensive Care Units will be staffed, at a minimum, with at least two (2) employees; one of whom is a County certified EMT-P, and the other of whom is either a (i) County certified EMT-P (ii) a Paramedic Intern (nationally and state certified) (iii) a County certified EMT-I or (iv) an EMT-I Intern (nationally and state certified).

B. The parties recognize that up to four (4) additional ALS units beyond the ten (10) existing MICU's described above may be utilized by the Department without regard to the requirements of Paragraph A above. However, the department agrees that any other Advanced Life Support (ALS) transport units will be staffed in the manner described in Paragraph A above.

C. The Union acknowledges that there may be occasions when it may be necessary, in the best interest of patient care and service delivery, to utilize an ALS provider from a crew at an emergency scene and as a result there is only one (1) ALS provider on the transporting unit. The parties agree that it is preferable in such situations for the ALS provider to be an EMT-P and, accordingly, the Department intends to make a good faith effort to utilize an EMT-P in such situations.

ARTICLE 10 -- TRAINING

Section 10.1

The Department agrees to allow two (2) Paramedics to enter recruit school for the purpose of cross training in FY07 and then four (4) Paramedics each year thereafter. This applies to the M series Paramedics hired prior to January 1, 2006.

Section 10.2

The Department will provide, at a minimum, straight-time compensatory time for all prior approved unpaid training.

Section 10.3

Employees who successfully complete the EMT-I to EMT-P Bridge Course offered by the Prince George's Community College (PGCC) for the semester beginning in the Fall of 2007 and concluding in the Spring of 2008 will be compensated for the unpaid balance of the tuition paid by the employee and the tuition reimbursement program from the Maryland Higher Education Committee. These employees must have properly applied for the tuition reimbursement program and maintained all appropriate receipts from the PGCC or be prohibited from the program due to residing out of the State of Maryland.

Section 10.4 EMT-I to EMT-P Bridge Course

- A. The Department agrees to sponsor an EMT-I to EMT-P Bridge course each year, so long as there are at least twelve (12) employees accepted to the course, and make suitable shift arrangements for those employees so that they may attend said course on their own time.
- B. The employees will be responsible to supply their own text books for this course.

ARTICLE 11 -- PROMOTIONS

- A. For promotion to ranks above Y03:

1. Promotion exams for Fire Technician, Fire Fighter/Medic Technician, Fire Captain, Fire Fighter/ Medic Captain, and Medic Captain will be given in the Fall of the odd numbered years. Promotional exams for Fire Lieutenant, Fire Fighter/Medic Lieutenant, Medic Lieutenant, Fire Battalion Chief, Fire Fighter/Medic Battalion Chief and Medic Battalion Chief will be given in the Fall of the even numbered years.

2. There will be a requirement of previous experience as a career Fire Fighter or Paramedic in the lower grade before promotion to a higher grade.

- B. The Department will provide a list of vacancies to the Union upon request.

C. Employees who die in the line of duty shall be promoted to their next rank. There shall be no economic benefit associated with this paragraph.

ARTICLE 12 -- SAFETY AND HEALTH

Section 12.1 Cooperation

The County and the Union agree to cooperate to the fullest extent in the promotion of safety and health.

Section 12.2 Safety Officer

There shall be a safety officer from within the Fire/EMS Department to investigate accidents, find cause for accidents, make recommendations for the prevention of accidents, and to keep records and statistics of accidents. The safety officer, or his/her designee, shall be empowered to enforce his/her recommendations once they are approved by the County Fire Chief.

Section 12.3 Treatment of Injuries

The County agrees to pursue the establishment of a standardized procedure with the area hospital facilities that would give immediate treatment to Fire/EMS Department personnel who are injured on the job.

Section 12.4 Safety

A. Where an unsafe condition is alleged to exist, the affected employee shall first notify his/her immediate supervisor who shall take any necessary corrective action. Where an unsafe condition is alleged to exist by the Union on behalf of affected employees, the matter may be referred directly to the Departmental Safety Officer pursuant to subparagraph B., below.

B. If the parties fail to resolve any difference or disagreement over the existence of such an unsafe condition, or the appropriate corrective measures to be taken, the issue may be referred by the Union in writing to the Departmental Safety Officer. Within ten (10) working days after receipt of the Union's written notification, the Safety Officer will notify the Union in writing of the measures that the Department proposes to take to correct the alleged unsafe conditions.

C. If the Union disagrees with the Safety Officer's determination of the existence of an unsafe condition or his/her proposed remedial action, the Union may appeal the matter to the Fire Chief within ten (10) working days of receipt of the Safety Officer's decision.

D. Within twenty-five (25) working days after receiving the Union's appeal, the Fire Chief shall notify the Union in writing of the action the Department proposes to take to correct the alleged unsafe conditions.

E. In the event that the Union disagrees with the Fire Chief's proposed corrective action, the Union may submit the matter to arbitration under Article 14, Section 14.3 A. Step Five of this Agreement by giving written notice of intent to arbitrate to the Fire Chief within ten (10) working days of its receipt of the Fire Chief's response under subparagraph D, above. The arbitrator's authority to consider and decide such matters are specifically limited as follows:

1. The arbitrator may only order such relief as is reasonably permitted by the Department's legal and financial ability.

2. The arbitrator shall also allow the Department reasonable time to take any corrective action ordered.

F. No employee may make a safety claim as a pretext for refusing to carry out a work assignment or for engaging in concerted activity in violation of Article 20 of this Agreement.

Section 12.5 Physical Training Supplement

A. Employees covered by this Agreement shall receive a Physical Training Supplement of two hundred twenty-five dollars (\$225.00) per year. This Physical Training Supplement is not considered part of the employee's base pay, and will be paid in one installment in July of each fiscal year.

Section 12.6 EAP

The Department will continue to maintain an Employee Assistance Program (EAP) within the Fire Department, which program will service only employees of the Department.

Section 12.7 Wellness/Fitness

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

1. The Department will maintain the position of Wellness/Fitness Medical Director and a Wellness/Fitness Coordinator.
2. The Department will provide for an annual physical each year at no cost for each employee. The physical will be a medical physical and not a physical fitness test.
3. The Department will maintain a ratio of one (1) "Peer Fitness Trainer" for every one hundred (100) uniformed employees and provide the initial training to these Peer Fitness Trainers.
4. Peer Fitness Trainers shall be compensated at a rate of one and one-half percent (1 ½%) above their regular base rate of pay. This is inclusive of compensation for maintaining certification and shall be considered part of the employee's base rate of pay (for the purposes of overtime). The Peer Fitness Trainer must complete the required continuing education on their own time and at their own expense.

Section 12.8 Personal Protective Equipment

The Department will meet quarterly with the Union with regard to personal protective equipment utilized by the employees. The Department agrees that it will solicit input from the Union with regards to the introduction of new equipment, or the evaluation, replacement or elimination of existing equipment, and that in its selection of equipment, the Department will place primary emphasis on the health and safety of its employees and not the cost of the equipment in question.

ARTICLE 13 -- HOURS OF WORK**Section 13.1 Workweek**

A. Shift employees covered under this Agreement will work a forty-two (42) hours work week; straight day work employees shall work a forty (40) hours week. Hours of work for employees employed on or after September 5, 1984, to work in a Paramedic classification covered by this Agreement will be scheduled in accordance with the September 5, 1984 Memorandum of Understanding between the parties. Hours of work for other employees covered by this Agreement will be scheduled in accordance with the following:

1. Shift Work Personnel - Stations.

Shift work personnel who work a "24/72 hour" shift are covered by the Memorandum of Agreement Between Prince George's County Fire Department and Local 1619 I.A.F.F., signed on June 3, 1981.

2. Straight Day Work Personnel in All Stations.

Employees assigned to straight day work will work five (5) eight (8) hour days, normally Monday through Friday, thus equaling forty (40) hours. All day shifts shall commence at 0700 hours.

3. Non-station Personnel.

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

4. Alternative Work Schedules

The Fire Chief may at his/her discretion, order flexible work shifts for those employees covered under this Agreement 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.

Section 13.2 Exchange of Shifts

An employee may exchange shifts with another employee upon permission of his/her career supervisor.

Section 13.3 Responsibility

It shall be the responsibility of the persons arranging the shift exchange(s) to see that all repayment of time or compensation in lieu of repayment of time rests exclusively with the two (2) employees agreeing to the exchange of tours of duty. The Fire/EMS Department will neither undertake the enforcement of repayment of the time or compensation not paid as a result of the said agreement between the employees affected.

Section 13.4 Overtime Pay

A. Any employee covered by this Agreement who is scheduled on straight day work and who is authorized to and who works in excess of eighty (80) hours in a pay period, or any employee covered by this Agreement who is scheduled on shift work who is authorized to and who works in excess of eighty-four (84) hours in a pay period shall have the option of receiving pay at the rate of one and one-half (1 1/2) hours for each overtime hour or receiving compensatory time at the rate of one and one-half (1 1/2) hours for each overtime hour worked. 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.

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

ARTICLE 14 -- GRIEVANCE AND ARBITRATION PROCEDURE**Section 14.1 Definition**

Subject to any limitations of existing law, a grievance is defined as a dispute concerning the application or interpretation of the terms of this Agreement, Personnel Law items, or a claimed violation, misinterpretation or misapplication of the rules or regulations of the County affecting the terms and conditions of employment.

Section 14.2 Applicability of Grievance Procedure

The provisions of this grievance procedure shall be the only grievance procedure applicable to employees covered by this Agreement provided that where an employee has been discharged and the Union determines not to pursue his/her discharge case to Step Five (Arbitration), the employee shall have the right to file a timely appeal of his/her discharge with the Personnel Board pursuant to the procedures outlined in the County Personnel Law.

Section 14.3 Grievance Procedure

A. Grievances shall be presented and adjusted in the following manner:

1. Step One: Within seven (7) days after the event giving rise to the grievances or within seven (7) days following the time when the employee should reasonably have known of its occurrence, the employee aggrieved, and if the employee desires, the employee's Union Steward, may discuss the grievance with the employee's immediate career supervisor. The supervisor shall attempt to adjust the matter and shall respond orally to the employee within three (3) days.

2. Step Two: If the grievance has not been settled at Step One, a written grievance may be filed, signed by the aggrieved employee and the employee's accredited Union Steward, and presented to the First Battalion Chief in the chain of command within five (5) days after the receipt of the answer at Step One or within five (5) days of when the answer was due. The Battalion Chief receiving the grievance shall meet with the employee and the employee's accredited Union Steward and render a decision in writing not later than seven (7) days after the receipt of the grievance.

3. Step Three: If the grievance has not been settled at Step Two, a written appeal signed by the employee and the employee's accredited Union Steward may be filed with the County Fire

Chief within five (5) days after the receipt of the answer at Step Two or within five (5) days of when the answer was due. The County Fire Chief or his designee shall meet with the employee and the employee's accredited Union Steward and render a written decision within ten (10) days after the receipt of the written appeal.

4. Step Four: If the grievance has not been settled at Step Three, a written appeal signed by the employee and the employee's accredited Union Steward may be filed with the Chief Labor Negotiator within five (5) days after receipt of the answer at Step Three or within five (5) days of when the answer was due. The Chief Labor Negotiator or his designee shall meet with the employee and a committee including the employee's accredited Union Steward, Union Local President and/or Union Local Officers and render a written decision within fifteen (15) days after the receipt of the grievance.

5. Step Five: If the grievance is not settled at Step Four, the Union may request arbitration, giving written notice to the County Fire Chief and Chief Labor Negotiator within ten (10) days after receipt of the answer at Step Four or within ten (10) days of when the answer was due. The arbitration proceedings shall be conducted by an arbitrator to be selected by the County and the Union from a list supplied by the American Arbitration Association. The parties shall use an alternate strike procedure to select an acceptable name. Normally such list shall be jointly requested within seven (7) days from the date the County is officially notified by the Union of its intent to arbitrate. The decision of the arbitrator shall be final and binding on both parties provided that no provision of this Agreement which is stated to be a matter of policy shall be subject to Arbitration. Expenses for the arbitrator's service and the proceedings shall be borne equally by the County and the Union.

Section 14.4 General Provisions

- A. The Union President and other appropriate Union Officials shall be given copies of all answers to grievances hereunder.
- B. All grievances as defined in Article 14, Section 14.1, shall be subject to Step Five Arbitration.
- C. If a grievance arises from the action of an authority higher than the immediate career supervisor, such grievances may be initiated at the appropriate step of this grievance procedure.
- D. All parties shall have the right at their own expense to legal and/or stenographic assistance at all hearings.
- E. The fact that a grievance is raised by an employee shall not be recorded in the employee's personnel file or in any file or record utilized in the promotion process nor shall such fact be used in recommendations for job placement; nor shall an employee be placed in jeopardy or be subject to reprisal or discrimination for having followed this grievance procedure.

Section 14.5 Time Limits

Time limits for the processing of grievances are intended to expedite grievance handling and may be extended upon mutual agreement, but if not so extended, they must be strictly observed. If the matter in dispute is not resolved within the time period provided for in any step, the next step may then be invoked, provided that if an employee fails to pursue any step within the time limits provided, he/she shall have no further right to continue the grievance.

Section 14.6 Days Defined

The term "days" as used in this grievance procedure shall mean working days.

Section 14.7 Processing Grievances During Working Hours

Stewards and Union Representatives referred to in this grievance procedure shall be granted reasonable administrative leave to process grievances pursuant to this Article during working hours.

Section 14.8 Labor Management Committee

A. The Fire Chief or his/her designee and the President of the Union or his/her designee will select no more than five (5) employees each who shall participate on a Labor Management Committee. There shall be at least two (2) employees from Bargaining Units One and Two and one (1) employee representing the Civilian Employees of the Union. For the Department, there will be at least one (1) officer with a rank of Major or Battalion Chief as well as one (1) employee to address civilian matters. The Committee will be co-chaired by the Deputy Director, Management Service's Commander or his/her designee and the President of the Union or his/her designee. The Committee may meet as issues arise so that they may be addressed in a timely manner or on the call of either co-chair, but not less than once every two (2) months unless so agreed by the parties. The parties shall give each other seven (7) days advance written notice of items they wish to have placed on the agenda. Reasonable administrative leave will be granted to attend such meetings. By participating in the committee, the union is not waiving any rights it otherwise has under the Collective Bargaining Agreements or the County Labor Code.

ARTICLE 15 -- DISCIPLINE

Administrative charges may not be brought against an employee unless filed within one hundred eighty (180) calendar days after the act that gives rise to the charges comes to the attention of the appropriate official.

ARTICLE 16 -- PERSONNEL FILES

Section 16.1 Review

By appointment with an appropriate person in the County Fire/EMS Department, the employee upon presenting his/her identification, shall be permitted to examine his/her personnel file, except as to background information secured prior to employment and those documents received

under the promise of confidentiality. The employee shall indicate in writing, to be placed in his/her file, that he/she has examined the same.

Section 16.2 Expunction

The County agrees to remove derogatory information three (3) years old or older from the employee's personnel file if requested to do so by the employee. Derogatory information three (3) years old or older will not be used against an employee whether it has been removed or not.

ARTICLE 17 -- REMOVAL AND TRANSFER

Section 17.1 Removal and Transfer

In the event the removal or transfer of an employee from a station is initiated by an agency other than a Career Fire/EMS Department Officer, the County Fire Chief shall, immediately upon notification of such requested or attempted removal or transfer, require to meet with him/her (or his/her designee) the employee, the President of the Union (or his designee), the Volunteer Fire Chief, and the President of the Prince George's County Volunteer Fire and Rescue Association (or their designees). Such meeting will concern itself with the reasons for the requested or attempted removal or transfer.

Section 17.2 Resolution

If in the opinion of the County Fire Chief, after consultation with the advice from the President of the Union and the President of the Prince George's County Volunteer Fire and Response Association, the requested or attempted removal or transfer is justified, the employee will be assigned to another station. If in the opinion of the County Fire Chief, after consultation with, and advice from, the President of the Union and the President of the Prince George's County Volunteer Fire and Rescue Association, the requested or attempted removal or transfer is not justified, the County Fire Chief shall require the employee to remain in his/her present assignment. If the Volunteer Fire Chief refuses such requirement, the County Fire Chief shall take all steps allowable under law to have his requirement met.

Section 17.3 Appeal

Notwithstanding the above, the Union may elect to invoke its rights under the grievance procedure at the appropriate step.

ARTICLE 18 -- PREVAILING RIGHTS

All rights, privileges, and working conditions enjoyed by the employees at the present time, which are not included in this Agreement, shall remain in full force, unchanged and unaffected, during the term of this Agreement unless changed by mutual consent of the County and the Union.

ARTICLE 19 -- ROSTER

A roster of all members of the units represented by the Union shall be compiled by the County showing each member's name and his/her length of service with the Fire/EMS Department. The Department will provide this roster to the Union upon request.

ARTICLE 20 -- NO STRIKE OR LOCKOUT

Section 20.1

The Union and its members, individually and collectively, agree that during the term of this Agreement, there shall be no illegal strikes, and the County agrees that there shall be no lockouts.

Section 20.2

In the event of an illegal strike, the Union shall promptly and publicly disavow such unauthorized conduct, order the employees to return to work and bring about a prompt resumption of normal operations.

Section 20.3

The County shall have the right to discipline, by way of discharge or otherwise, any employee who participates in such illegal conduct.

ARTICLE 21 -- 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.

ARTICLE 22 -- SAVINGS CLAUSE

In the event any Article, Section or portion of this Agreement should be held invalid and unenforceable by any Court, or higher authority of competent jurisdiction, such decision shall apply only to the specific Article, Section, or portion thereof specified in the decision; and upon issuance of such a decision, the County and the Union agree to immediately negotiate a

substitute for the invalidated Article, Section or portion thereof.

ARTICLE 23 -- TUITION ASSISTANCE AND EDUCATION INCENTIVE

Refer to Article 18 (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.

ARTICLE 24 -- DURATION

- A. This Agreement shall become effective on July 1, 2007, unless otherwise stated in specific sections, and shall remain in full force and effect until June 30, 2009.
- B. This Agreement shall be automatically renewed from year to year after June 30, 2009 unless either party shall notify the other in writing no later than October 1, 2008, (or October 1st of any subsequent year thereafter in the case of an automatic renewal) that it desires to terminate, modify or amend this Agreement.

Signed on the _____ day of _____, 2008, in Upper Marlboro, Prince George's County, Maryland.

FOR THE INTERNATIONAL
ASSOCIATION OF FIRE FIGHTERS
LOCAL #1619

FOR PRINCE GEORGE'S COUNTY,
MARYLAND

James E. Brinkley
President

Jack B. Johnson
County Executive

FOR PRINCE GEORGE'S COUNTY
FIRE/EMS DEPARTMENT

Lawrence H. Sedgwick, Jr.
Fire Chief

ATTACHMENT A – MIN-MAX SYSTEM

A. Effective July 1, 1999, 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	S01
Fire Fighter II*	S02
Fire Fighter III	S03
Fire Technician	S13
Fire Lieutenant	S04
Fire Captain	S05
Battalion Chief	S06
Paramedic Trainee	M20
Paramedic I	M23
Paramedic II	M25
Paramedic III	M29
Paramedic IV	M31
Battalion Chief	M33
Emergency Response Technician I	R01
Emergency Response Technician II	R02
Emergency Response Technician III	R03
Emergency Response/Apparatus Technician	R13
Emergency Response Lieutenant	R04
Emergency Response Captain	R05
Emergency Response Battalion Chief	R06

*Effective the first full pay period beginning on or after July 1, 1990, employees in the classification of Fire Fighter II will be paid on the S02 pay grade.

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. The maximum pay rate at each grade will be increased by three and one-half percent (3 1/2%) effective July 1, 1993. 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.

6. a. 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. However, in the case of a promotion from Fire Fighter to Lieutenant, the employee's salary rate shall be the greater of fifteen percent (15%) 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. See #15 below.

b. Effective June 30, 1986, upon promotion from the rank of Fire Fighter to the rank of Journeyman Fire Fighter, an employee's salary rate shall be increased by five percent (5%) over his/her current rate. See #15 below.

7. a. Effective July 1, 1990, except as noted below, an employee's salary rate upon promotion shall be the greater of a ten percent (10%) increase over his/her current rate or a ten percent (10%) increase over 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.

Exceptions:

	<u>Percentage Above Current Rate</u>
Fire Fighter I (S01) to Fire Fighter II (S02)	6%
Fire Fighter II (S02) to Fire Fighter III (S03)	5%
Fire Fighter II (S02) to Fire Lieutenant (S04)	15%

b. Further, Fire Fighter III's (S03) who are assigned specialized functions and a working title of Fire Technician will be placed on the S13 pay scale and receive a ten percent (10%) pay increase.

8. Implementation of Fire Fighter II Program and Related Pay Adjustments

a. The Fire Fighter II Program will become effective on July 1, 1990. Any Fire Fighter covered by this Agreement who successfully completes his/her probationary period on or after July 1, 1990 will be promoted to the rank of Fire Fighter II (S02) and receive a six percent (6%) increase in his/her current rate of pay.

b. Any Fire Fighter covered by this Agreement who successfully completes his/her probationary period on or after the date this Agreement becomes law but before July 1, 1990 will, effective July 1, 1990, be promoted to the rank of Fire Fighter II (S02) and receive a six percent (6%) increase in his/her current rate of pay.

c. All other Fire Fighters covered by this Agreement who have successfully completed their probationary period before the date this Agreement becomes law will receive the following adjustments to base wages:

1. Effective the first pay period beginning on or after January 1, 1990 - two percent (2%);
2. Effective the first pay period beginning on or after January 1, 1991 - two percent (2%); and,
3. Effective the first pay period beginning on or after January 1, 1993 - two percent (2%).

9. Salary rate upon demotion shall be governed by Section 16-132 of the Personnel Law in accordance with the following:

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.

10. a. Employees, who are red-circled at rates of pay beyond the maximum rates in effect on June 30, 1990 or June 30, 1991, respectively, and whose rates fall below the new maximum rates effective on July 1, 1990 or July 1, 1991, respectively, will no longer be red-circled and will be eligible to receive further merit increases in the manner described in paragraph 4. above.

b. Remaining employees, if any, who are red-circled at rates of pay beyond the maximum rates in effect on June 30, 1990 or June 30, 1991, respectively, and whose rates fall above the new maximum rates effective on July 1, 1990 or July 1, 1991, respectively, will continue to be red-circled at those rates and will not be eligible to receive future merit increases.

11. Effective July 1, 1994, the rates of M31 grade shall be equal to the rates of the S05 grade.

12. 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.)

13. Modifications Effective During Fiscal Year 2000 and Fiscal Year 2001

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 (18th) year of service, provided, however, that the resulting rate of pay may not exceed the maximum step for the employee's rank.

b. Beginning in Fiscal Year 2000, any employee, who completes his/her fifth (5th) 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. During Fiscal Year 2000, an employee who had already completed his/her fifth (5th) year of service as an employee covered by this Agreement during a previous fiscal year, will – if he/she is otherwise eligible to receive a merit increase – receive a merit increase of four and one-half percent (4 1/2%) rather than three and one-half percent (3 1/2%).

c. Effective the first full pay period beginning on or after July 1, 2000, the maximum pay rates for employees covered by this Agreement will be increased by two and one-half percent (2 1/2%), and only employees who are at maximum on that date will have their salaries raised by two and one-half percent (2 1/2%) on that date.

SALARY SCHEDULE (ERT) July 1, 1999

Emergency Response Technician I	R01	\$30,374 - \$49,919
Emergency Response Technician II	R02	\$31,928 - \$55,594
Emergency Response Technician III	R03	\$33,482 - \$64,140
Emergency Response/Apparatus Technician	R13	\$33,482 - \$66,950
Emergency Response Technician Lieutenant	R04	\$38,967 - \$69,760
Emergency Response Technician Captain	R05	\$42,759 - \$77,935
Emergency Response Technician Battalion Chief	R06	\$46,997 - \$86,026

1. The scale is applicable to new employees and incumbents who are cross trained.

2. Incumbent S-Scale employees hired on or before January 1, 1999, who

successfully complete national and state paramedic certification will receive a five percent (5%) in-grade increment and four percent (4%) CE pay. Six (6) months later, the S-Scale employee will become an Emergency Response Technician on the Emergency Response Technician Scale.

3. Incumbent M-Scale employees hired on or before January 1, 1999, who successfully complete recruit school will receive a five percent (5%) in-grade increment. Six (6) months after recruit school, the M-Scale employee will become an Emergency Response Technician on the Emergency Response Technician scale. J-TAC must be completed within two (2) years of entering an Emergency Response Technician III or higher classification, provided the Department affords the employee with a reasonable opportunity to complete the J-TAC program within said two (2) year period. Incumbent Officers (Lieutenant and above) will enter the Emergency Response Technician scale upon satisfactory completion of a six (6) month Performance Appraisal of the Officer's Internship Program.

4. Employees hired on or before January 1, 1999, shall, once certified as a paramedic, have four percent (4%) CE pay (formerly called "special duty pay") to salary on above scale, such pay to be added to base pay for pension and other purposes (See 7.21 C).

5. Promotion increments for Emergency Response Technicians will be the same as Paramedics. (See Attachment A above)

6. Promotion Procedure for employees hired after January 1, 1999 as follows:

(a) ERT I to ERT II – Completion of one (1) year probation.

(b) ERT II to ERT III – Completion of J-TAC, EMT-P, County Certified.

14. Modifications Effective During Fiscal Year 2004 and Fiscal Year 2005

a. Effective July 1, 2003, the rates of S04 grade shall be raised to equal the rates of the M29 grade. This modification will apply to S04 employees on their anniversary date during Fiscal Year 2004.

b. Effective July 1, 2003, the M-Scale will add the grade M33 (Battalion Chief). The minimum and maximum rates will be established to match the S06 (Battalion Chief) rates as of July 1, 2003.

c. Effective the first full pay period beginning on or after January 1, 2005, the maximum pay rates for employees covered by this Agreement will be increased by two and one-half percent (2 1/2%), and only employees who are at maximum on that date will have their salaries raised by two and one-half percent (2 1/2%) on that date.

15. Modifications Effective During Fiscal Year 2006 and Fiscal Year 2007

- a. Effective the first full pay period beginning on or after January 1, 2006, the maximum pay rates for employees covered by this Agreement will be increased by two and one-half percent (2 1/2%), and only employees who are at maximum on that date will have their salaries raised by two and one-half percent (2 1/2%) on that date.
- b. 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.
- c. 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.
- d. 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.
- e. 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.)
- f. New employees will be hired at Y01.
- g. Promotional Procedures for Employees.
 1. Y01 to Y02 – Five percent (5%) increase in base salary upon completion of one year after becoming a sworn uniformed employee (graduation from recruit school and EMT-B).
 2. Y02 to Y03 – Fifteen percent (15%) increase in base salary upon completion of:
 - a) For Paramedic – County certification EMT-I.
 - b) For Fire Fighter/Medic – County certification EMT-I .
 - c) Y02 employees hired between March 29, 1999 and June 30, 2006 will receive a ten percent (10%) increase in base salary for 15.g.2.a. or 15.g.2.b. above.

3. Employees must achieve a Y03 in order to be eligible to promote further.
4. Attachment A, A.6 will not apply to employees promoted in the positions in Attachment A, A.15. above.

ATTACHMENT B
SALARY SCHEDULE Y – EFFECTIVE JULY 9, 2006
SCHEDULE OF PAY GRADES – FIRE UNIT PERSONNEL
PRINCE GEORGE’S COUNTY MARYLAND

GRADE	MINIMUM	MAXIMUM
Y01		
HOURLY	18.6923	32.5113
BIWEEKLY	1495.38	2600.91
ANNUAL	38,880	67,624
Y02		
HOURLY	19.6075	36.0998
BIWEEKLY	1568.60	2887.98
ANNUAL	40,784	75,088
Y03		
HOURLY	20.5224	41.5186
BIWEEKLY	1641.79	3321.49
ANNUAL	42,687	86,359
Y13 (TECHNICIAN)		
HOURLY	20.5224	43.3005
BIWEEKLY	1641.79	3464.04
ANNUAL	42,687	90,065
Y04 (LIEUTENANT)		
HOURLY	23.7520	45.0822
BIWEEKLY	1900.16	3606.58
ANNUAL	49,404	93,771
Y05 (CAPTAIN)		
HOURLY	25.9848	50.2659
BIWEEKLY	2078.79	4021.27
ANNUAL	54,048	104,553
Y06 (BATTALION CHIEF)		
HOURLY	28.4800	55.3961
BIWEEKLY	2278.41	4431.69
ANNUAL	59,239	115,224

The hourly rates are the January 8, 2006 salary schedule R rates multiplied by 103%. 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.

ATTACHMENT B
SALARY SCHEDULE Y – EFFECTIVE OCTOBER 28, 2007
SCHEDULE OF PAY GRADES – FIRE UNIT PERSONNEL
PRINCE GEORGE’S COUNTY MARYLAND

GRADE	MINIMUM	MAXIMUM
Y01		
HOURLY	19.1596	33.3241
BIWEEKLY	1532.77	2665.93
ANNUAL	39,852	69,314
Y02		
HOURLY	20.0977	37.0023
BIWEEKLY	1607.82	2960.18
ANNUAL	41,803	76,965
Y03		
HOURLY	21.0355	42.5566
BIWEEKLY	1682.84	3404.53
ANNUAL	43,754	88,518
Y13 (TECHNICIAN)		
HOURLY	21.0355	44.3830
BIWEEKLY	1682.84	3550.64
ANNUAL	43,754	92,317
Y04 (LIEUTENANT)		
HOURLY	24.3458	46.2093
BIWEEKLY	1947.66	3696.74
ANNUAL	50,639	96,115
Y05 (CAPTAIN)		
HOURLY	26.6344	51.5225
BIWEEKLY	2130.75	4121.80
ANNUAL	55,400	107,167
Y06 (BATTALION CHIEF)		
HOURLY	29.1920	56.7810
BIWEEKLY	2335.36	4542.48
ANNUAL	60,719	118,104

The hourly Minimum and Maximum rates are the July 9, 2006 hourly Minimum and Maximum rates multiplied by 102.5%. 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.

ATTACHMENT B
SALARY SCHEDULE Y – EFFECTIVE JULY 6, 2008
SCHEDULE OF PAY GRADES – FIRE UNIT PERSONNEL
PRINCE GEORGE’S COUNTY MARYLAND

GRADE	MINIMUM	MAXIMUM	CERTIFICATION MAXIMUM
Y01			
HOURLY	19.1596	33.3241	36.6565
BIWEEKLY	1532.77	2665.93	2932.52
ANNUAL	39,852	69,314	76,246
Y02			
HOURLY	20.0977	37.0023	40.7025
BIWEEKLY	1607.82	2960.18	3256.20
ANNUAL	41,803	76,965	84,661
Y03			
HOURLY	21.0355	42.5566	46.8122
BIWEEKLY	1682.84	3404.53	3744.98
ANNUAL	43,754	88,518	97,369
Y13 (TECHNICIAN)			
HOURLY	21.0355	44.3830	48.8213
BIWEEKLY	1682.84	3550.64	3905.71
ANNUAL	43,754	92,317	101,548
Y04 (LIEUTENANT)			
HOURLY	24.3458	46.2093	50.8302
BIWEEKLY	1947.66	3696.74	4066.41
ANNUAL	50,639	96,115	105,727
Y05 (CAPTAIN)			
HOURLY	26.6344	51.5225	56.6748
BIWEEKLY	2130.75	4121.80	4533.98
ANNUAL	55,400	107,167	117,884
Y06 (BATTALION CHIEF)			
HOURLY	29.1920	56.7810	62.4591
BIWEEKLY	2335.36	4542.48	4996.73
ANNUAL	60,719	118,104	129,915

The hourly Minimum and Maximum rates are the October 28, 2007 rates. The hourly Certification Maximum rates are the Maximum rates multiplied by 110%. For administrative purposes, the hourly rates are the controlling rates. Biweekly rates are hourly rates multiplied by 80. Annual rates are the hourly rates multiplied by 2,080 and rounded to the nearest dollar.

ATTACHMENT B
SALARY SCHEDULE Y – EFFECTIVE OCTOBER 26, 2008
SCHEDULE OF PAY GRADES – FIRE UNIT PERSONNEL
PRINCE GEORGE’S COUNTY MARYLAND

GRADE	MINIMUM	MAXIMUM	CERTIFICATION MAXIMUM
Y01			
HOURLY	19.6386	34.1572	37.5729
BIWEEKLY	1571.09	2732.57	3005.83
ANNUAL	40,848	71,047	78,152
Y02			
HOURLY	20.6001	37.9274	41.7201
BIWEEKLY	1648.01	3034.19	3337.61
ANNUAL	42,848	78,889	86,778
Y03			
HOURLY	21.5613	43.6205	47.9825
BIWEEKLY	1724.91	3489.64	3838.60
ANNUAL	44,848	90,731	99,804
Y13 (TECHNICIAN)			
HOURLY	21.5613	45.4926	50.0418
BIWEEKLY	1724.91	3639.41	4003.35
ANNUAL	44,848	94,625	104,087
Y04 (LIEUTENANT)			
HOURLY	24.9544	47.3645	52.1009
BIWEEKLY	1996.36	3789.16	4168.07
ANNUAL	51,905	98,518	108,370
Y05 (CAPTAIN)			
HOURLY	27.3003	52.8106	58.0917
BIWEEKLY	2184.02	4224.85	4647.33
ANNUAL	56,785	109,846	120,831
Y06 (BATTALION CHIEF)			
HOURLY	29.9218	58.2005	64.0206
BIWEEKLY	2393.74	4656.04	5121.65
ANNUAL	62,237	121,057	133,163

The hourly Minimum and Maximum rates are the July 6, 2008 hourly Minimum and Maximum rates multiplied by 102.5%. The hourly Certification Maximum rates are the Maximum rates multiplied by 110%. For administrative purposes, the hourly rates are the controlling rates. Biweekly rates are hourly rates multiplied by 80. Annual rates are the hourly rates multiplied by 2,080 and rounded to the nearest dollar.