

COUNTY COUNCIL OF PRINCE GEORGE'S COUNTY, MARYLAND

2022 Legislative Session

Bill No. CB-083-2022

Chapter No. _____

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

Introduced by Council Members Hawkins, Franklin, Harrison, Glaros, Turner, Medlock,
Streeter, Burroughs, Ivey and Taveras

Co-Sponsors _____

Date of Introduction September 27, 2022

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/Medics), to provide for wages and certain other terms and

8 conditions of employment for personnel classifications initially certified by the Prince George's

9 County Public Employee Relations Board or as amended by the Office of Human Resources

10 Management.

11 BY repealing and reenacting with amendments:

12 SUBTITLE 16. PERSONNEL.

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

14 The Prince George's County Code

15 (2019 Edition; 2021 Supplement).

16 SECTION 1. BE IT ENACTED by the County Council of Prince George's County,

17 Maryland, that Section 16-233(f)(1) of the Prince George's County Code be and the same is

18 hereby repealed and reenacted with the following amendments:

19 SUBTITLE 16. PERSONNEL.

20 DIVISION 19. COLLECTIVE BARGAINING.

Sec. 16-233. General.

* * * * *

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

* * * * *

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

The County Council of Prince George's County, Maryland, having fully considered the labor agreement concluded between Prince George's County, Maryland and Local 1619, International Association of Fire Fighters, AFL-CIO (Fire Fighters, Paramedics, and Fire Fighter/Medics) on [May 4, 2021] May 24, 2022, hereby approves said agreement in accordance with the provisions of Section 13A-109 of the Prince George's County Code.

SECTION 2. BE IT FURTHER ENACTED that the provisions of this Act are hereby declared to be severable; and, in the event that any section, subsection, paragraph, subparagraph, sentence, clause, phrase, or word of this Act is declared invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the remaining words, phrases, clauses, sentences, subparagraphs, paragraphs, subsections, or sections of this Act, since the same would have been enacted without the incorporation in this Act of any such invalid or unconstitutional word, phrase, clause, sentence, paragraph, subparagraph, subsection, or section.

SECTION 3. BE IT FURTHER ENACTED that this Act shall take effect forty-five (45) calendar days after it becomes law and the Agreement, unless specifically stated otherwise in a specific provision, shall be retroactively effective to July 1, 2022.

Adopted this 24th day of October, 2022.

COUNTY COUNCIL OF PRINCE
GEORGE'S COUNTY, MARYLAND

BY: _____
Calvin S. Hawkins, II
Chair

ATTEST:

Donna J. Brown
Clerk of the Council

APPROVED:

DATE: _____ BY: _____
Angela D. Alsobrooks
County Executive

KEY:
Underscoring indicates language added to existing law.
[Brackets] indicate language deleted from existing law.
Asterisks *** indicate intervening existing Code provisions that remain unchanged.

* * * * *

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, 2022 THROUGH JUNE 30, 2024

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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.

B. 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.

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 duly executed by the employee, the Union shall be entitled to have such employees' membership dues deducted from their paychecks on a biweekly basis. Such authorization shall be irrevocable and automatically renewed from year to year thereafter unless revoked by the employee pursuant to Section 13A-108(c) of the Labor Code.

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

B. In addition, the Union shall have an additional Union Business Leave Bank of one thousand five hundred (1,500) additional hours. This also shall be without loss of pay or leave. All requests for union business leave pursuant to this section are subject to the approval of the Fire Chief and shall not be unreasonably withheld. The Union will attempt to provide the requests seventy-two (72) hours in advance.

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 Union Business Leave Bank referenced in Section 3.3 (B) 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 electronic mail for distribution of official Union communications. The Union President shall be included as a recipient 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 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 3.9 Uniforms

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

Section 3.10 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

Section 3.11 Publication of Agreement

The County shall provide two hundred (200) copies of this Agreement to the Union. The County also agrees to provide an electronic copy of the contract to the Union and to make the contract available on the County's Intranet.

ARTICLE 4 – POLITICAL ACTION COMMITTEE (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 Political Action Committee (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 (COLA)

1. Effective on March 24, 2023, employees covered by this Agreement will receive a five percent (5%) increase in their base hourly rate of pay.

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

3. The minimum and maximum pay rates of the Minimum-Maximum system will be increased to reflect these COLA increases on the effective dates.

B. Merit Increases

1. With the exception of those employees identified in the May 5, 2022 Letter of Understanding (LOU) between the Union and County, employees covered by this Agreement who are otherwise eligible to receive a merit increase from July 1, 2022 through June 30, 2023 (i.e. Fiscal Year 2023 or FY 2023) will receive a merit increase on their initial hire anniversary date in FY 2023. Employees identified in the LOU who are otherwise eligible to receive a merit increase for Fiscal Year 2023 will receive their merit increase in accordance with the LOU.

2. With the exception of those employees identified in the May 5, 2022 Letter of Understanding (LOU) between the Union and County, employees covered by this Agreement who are otherwise eligible to receive a merit increase from July 1, 2023 through June 30, 2024 (i.e. Fiscal Year 2024 or FY 2024) will receive a merit increase on their initial hire anniversary date in FY 2024. Employees identified in the LOU who are otherwise eligible to receive a merit increase for Fiscal Year 2024 will receive their merit increase in accordance with the LOU.

C. Wage Scale for Bargaining Unit Members

1. Modifications in the wage scale as described in Attachment A, attached hereto.

2. 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.

3. 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 EMT-P 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 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.

5. 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.

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. 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.

10. 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.

Section 7.2 Acting Pay

A. 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. When an employee assumes a higher rank in an acting capacity, the employee shall receive acting pay for all regular, detail, and overtime hours worked in an acting capacity and while in a paid leave status that does not exceed eighty (80) consecutive hours. When assigning an employee to an acting capacity, the Department agrees that it will select the employee who is highest on the current promotional list for the rank equal to the acting position. If the Department determines that it is necessary to keep the employee highest on the promotional list in their current assignment, that employee shall be placed in an acting capacity at said assignment.

C. If acting pay is terminated after an employee has completed his/her fourteen (14) consecutive days in a higher rank without acting pay, that employee will not be required to complete an additional pay period without acting pay if they assume an acting position of the same rank at a future date within a one (1) year period.

D. 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 7.3 Call-Back Pay

An employee who is called back to work from off-duty by career officers authorized by the County Fire Chief and does in fact perform duties on behalf of the Prince George's County Fire/EMS Department during his/her normal off-duty hours, 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 7.4 Holiday Pay

A. If an employee works on a designated holiday, he/she shall be paid at the rate of two (2) times his/her regular rate of pay for all hours worked on the holiday.

B. Where an employee is granted leave on a designated holiday that coincides with his/her regularly scheduled work hours, he/she shall be paid his/her regular straight time pay for such leave on the holiday.

C. 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 7.5 Overtime Pay

A. An employee covered by this Agreement who is authorized to and who works in excess of his/her regular scheduled hours shall have the option of receiving pay at the rate of one and one-half (1.5) hours for each overtime hour worked or the option of receiving compensatory time at the rate of one and one-half (1.5) hours for each overtime hour worked. All leave with pay shall be considered time worked in the computation of overtime. Any employee entitled to be granted compensatory leave shall be granted such leave by the Fire Chief. Compensatory leave in excess of eight (8) hours shall be used within sixty (60) calendar days subsequent to it being earned.

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 8 – SPECIALTY PAY

Section 8.1 Premium Certification Pay

For the purposes of this section, “Premium Certification Pay” shall be used to refer to specialty pay items which are considered a part of an employee’s base pay (for the purposes of pension and overtime).

A. Employees hired on or after March 29, 1999, who are County Credentialed Paramedics shall be compensated at the rate of 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.

B. Employees covered by this Agreement and who are assigned duties as Bomb Technicians shall be compensated at a rate of ten percent (10%) per hour above their regular base pay. This additional pay is to compensate Bomb Technicians in lieu of overtime for attendance at required continuing education and skills maintenance sessions. Premium Certification Pay shall apply only as long as the employee is assigned duties of a Bomb Technician. This is inclusive of compensation for maintaining certification and shall be considered part of the employee’s base pay (for 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.

Section 8.2 Special Duty Pay

For the purposes of this section “Special Duty Pay” shall be used to refer to specialty pay items which are not considered a part of an employee’s base pay.

A. Employees covered by this agreement who are assigned or detailed for a period greater than fourteen (14) consecutive days, to the Technical Services Division and are certified to the NFPA Technician level for Hazardous Materials, Rope Rescue, Swift Water Rescue, Structural Collapse, Confined Space and/or Trench Rescue shall receive one and one half percent (1 ½ %) above their regular rate of pay for each specialty. No employee shall receive more than six percent (6%) of special duty pay related to this paragraph and each employee must successfully complete an annual skills competency evaluation administered by the Department. Each employee must maintain annual certification requirements for each specialty. This compensation is not considered part of the employee’s base pay.

B. Employees who are assigned, or detailed for a period greater than fourteen (14) consecutive days, to the Office of the Fire Marshal and are certified as Fire Investigators, Fire Inspectors, Law Enforcement Officers, Tactical Medics, and/or Canine Handlers shall receive one and one half percent (1 ½ %) above their regular rate of pay for each specialty. Each employee must maintain annual certification requirements for each specialty. This compensation is not considered part of the employee’s base pay.

C. Employees who are assigned, or detailed for a period greater than fourteen (14) consecutive

days, to the Fire/EMS Training Academy and certified as instructors through the Maryland Instructor Certification Review Board (MICRB) shall receive one and one half percent (1 ½ %) above their regular rate of pay and each employee must maintain their certification in accordance with the guidelines set forth by the State of Maryland. Each employee must maintain annual certification requirements for this specialty. This compensation is not considered part of the employee's base pay.

F. SECTION ARCHIVED

Section 8.3 Field Training Officer/Preceptor Pay

Employees covered by this Agreement who are County Certified Paramedics and in the Y03 classification, and designated as Field Training Officers/Paramedics, will receive a differential of three dollars (\$3.00) per hour for all hours in which they serve in this capacity. The differential will be paid bi-weekly.

Section 8.4 Peer Fitness and Physical Fitness Trainer Pay

Peer Fitness Trainers and Physical Fitness Trainers shall be compensated at a rate of one and one-half percent (1½%) 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). Peer Fitness Trainers and Physical Fitness Trainers must complete the required continuing education on their own time and at their own expense. Peer Fitness Trainers and Physical Fitness Trainers must be actively involved in the Department's Health and Wellness Program to receive the compensation.

Section 8.5 Training Certification Pay

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.

Section 8.6 Uniform Allowance

Employees will receive an annual uniform allowance of one thousand two hundred and seventy dollars (\$1,270.00) which will be paid in one (1) installment in July of each fiscal year. This uniform allowance is not considered part of the employee's base pay.

Section 8.7 Physical Training Pay

Employees covered by this Agreement shall receive Physical Training Pay of two hundred twenty-five dollars (\$225.00), which will be paid in one (1) installment in July of each fiscal year. This Physical Training Pay is not considered part of the employee's base pay.

ARTICLE 9 – HEALTH CARE & SUPPLEMENTAL BENEFITS

Section 9.1 Group Health Care

A. The County shall contribute seventy percent (70%) to the cost of the County's preferred provider option health insurance plan for any employee who elects to participate in the program. Participating employees shall contribute the remaining thirty percent (30%).

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

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

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

Employees who choose not to enroll in the Prescription Drug Plan may choose to receive a credit instead.

Section 9.2 Retiree Health Insurance Coverage

A. Retirees shall have extended to them the same open enrollment opportunities to elect participation in medical, prescription, vision and dental coverage as active employees covered by this Agreement.

B. The County has agreed to extend certain provisions of this article 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 current retirees constitute mandatory subjects of bargaining.

C. 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.

D. For participating retirees who retired on or before December 31, 2017, the County shall contribute seventy three percent (73%) to the cost of the County's preferred provider option health insurance plan for any retiree who elects to participate in the program. Participating retirees, defined as any employee who has retired or will retire on or before December 31, 2017, shall have their contribution rate capped at twenty-seven percent (27%). For employees who retired on or after January 1, 2018, the County shall contribute seventy percent (70%) to the cost of the County's preferred provider option health insurance plan for any retiree who elects to participate in the program. Participating retirees shall contribute the remaining thirty percent (30%).

E. For participating retirees who retired on or before December 31, 2017, the County shall contribute seventy-eight percent (78%) to the cost of a prepaid group health plan or Health Maintenance Organization (HMO) for any retiree who elects to participate in the program. Participating retirees, defined as any employee who has retired or will retire on or before December 31, 2017, shall have their contribution rate capped at twenty-two percent (22%). For employees who retired on or after January 1, 2018, the County shall contribute seventy-five percent (75%) to the cost of a prepaid group health plan or Health Maintenance Organization (HMO) for any retiree who elects to participate in the program. Participating retirees shall contribute the remaining twenty-five percent (25%).

F. For participating retirees who retired on or before December 31, 2017, the County shall contribute eighty-eight percent (88%) to the County's deductible prescription drug and vision care programs for any retiree who elects to participate in either program. Participating retirees, defined as any employee who has retired or will retire on or before December 31, 2017, shall have their contribution rate capped at twelve percent (12%). For employees who retired on or after January 1, 2018, the County shall contribute eighty-five percent (85%) to the County's deductible prescription drug and vision care programs for any retiree who elects to participate in either program. Participating retirees shall contribute the remaining fifteen percent (15%).

Section 9.3 Dental Insurance

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

Section 9.4 Long Term Disability Insurance

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.

Section 9.5 Flexible Spending Accounts

Employees may contribute up to the maximum allowable amount, as defined by the Internal Revenue Service, in a dependent flexible spending account and a medical flexible spending account.

Section 9.6 Life Insurance under the Beneflex Program

A. The County will provide employees covered by this Agreement with the County basic group term life insurance policy with a benefit of two (2) times the employee's annual salary (rounded to the nearest one thousand dollars (\$1,000.00)). Employees may choose to increase their life insurance from one (1) to four (4) times their annual salary up to a total of one million dollars (\$1,000,000), including the base amount provided by the County. Employees will pay for the increased coverage at rates based on their age and amount of coverage. Employees may choose to reduce their life insurance to one (1) times their annual salary and receive a credit.

B. The County will provide a supplemental life insurance benefit to an employee covered by

this Agreement who retires until age sixty (60) in an amount equal to the difference between the face value of his/her County basic term life insurance at the date of retirement and the decreased insured value of his/her County basic term life insurance after date of retirement. When the retiree attains age sixty (60), the retiree's total life insurance benefit shall be reduced by fifteen percent (15%) of the original face value per year, to a residual of twenty-five percent (25%) by reducing the supplemental life insurance benefit by twenty percent (20%) on the first (1st) day of the calendar month coinciding with or next following the date of his/her attainment of age sixty (60). On each of the next four (4) anniversaries the supplemental life insurance benefit will be reduced by the same dollar amount. The total combined life insurance benefit which the County will provide pursuant to the foregoing under the County's basic term life insurance policy and the supplemental life insurance policy will equal two (2) times the employee's annual salary (rounded to the nearest one thousand dollars (\$1,000.00)) but not to exceed two hundred thousand dollars (\$200,000.00).

C. The fifty thousand dollars (\$50,000.00) accidental death insurance policy the County maintains for employees covered by this Agreement shall be payable in the amount of fifty thousand dollars (\$50,000.00) to an employee's designated beneficiary should the employee be killed in the line of duty.

Section 9.7 Joint Health Care Committee

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

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

ARTICLE 10 – PENSION BENEFITS

Section 10.1 Prince George's County Fire Service Pension Plan

The County agrees to maintain the Pension Plan for Fire Fighters, Paramedics and Firefighter/Medics. 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.

Section 10.2 Normal Retirement

A. For employees hired before July 1, 2013, normal retirement is to be based on twenty (20) years actual service as defined in the Pension Plan 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. For employees hired on or after July 1, 2013, normal retirement is to be based on twenty (20) years actual service as defined in the Pension Plan with the County, or attainment of age fifty-five (55), at a retirement rate of two and one half percent (2.5%) per year of the “Average Annual Compensation” of the employee as defined in the Pension Plan.

B. Employees may continue to accrue an additional two and one half percent (2½ %) per year benefit accrual for every year after normal retirement for a maximum of ten (10) years.

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

D. The computation of a retiree’s benefit shall be based on the employee’s high twenty-four (24) month average pay.

E. 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).

Section 10.3 Contribution to Retirement Trust Fund

A. Effective January 1, 2019, employees hired prior to July 1, 2008 shall contribute seven percent (7%) of base payroll to the retirement trust fund.

B. Effective July 1, 2013, employees hired after July 1, 2008 shall contribute ten percent (10%) of base payroll to the retirement trust fund.

Section 10.4 Non-Service Connected Disability Retirement

For non-service connected disability occurring before normal retirement, the lifetime benefit will be fifty percent (50%) of the employee's average annual compensation as that term is defined in the Pension Plan. 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 10.2 B.

Section 10.5 Service Connected Disability Retirement

For service-connected disability occurring before normal retirement, 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.

Section 10.6 Disability Review Board Hearings

If a timely request for a hearing is filed following the Disability Review Board's (DRB) 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 is filed.

Section 10.7 Representation on the Pension Plan Board of Trustees, Medical Advisory Board, and Disability Review Board

- A. The Union shall nominate three (3) representatives to the Board of Trustees of the Fire Service Pension Plan to the County Executive.
- B. 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. The President of the Union, or his designated permanent alternate, shall serve as a voting member of the Disability Review Board.

Section 10.8 Death of Eligible Participant

If an employee dies after eligibility for normal retirement while still an active employee, his/her spouse shall receive a pension equal 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.

Section 10.9 Plan Administration

- A. 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.
- B. 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.
- C. One hundred (100) 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.
- D. 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.

Section 10.10 Cost of Living Increases for Retirees

A. In January of each year, 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.

B. On January 31 of each year, 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 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. 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. 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 10.10.G. is subject to approval by the IRS, and that the Fire Service Pension Plan will apply for such approval to the IRS.

H. The parties agree that if the IRS has not ruled on, or fails to approve, the submission described in Section 10.10.G 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 10.10.G 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.

I. 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 10.11 Joint and Survivor Pension Benefits

A. 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.

B. 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.

C. 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.

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

E. 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, the Participant may select a survivor benefit for a second spouse with regard to the Participant's benefit.

Section 10.12 Hold Harmless Benefit Calculation

For any employee covered by this Agreement who retires during the period from July 1, 2022 through June 30, 2024, "Average Annual Compensation," as that term is defined in the Pension Plan, will be calculated as if the employee had received all merit steps in Fiscal Years 2010 through 2024 on his/her anniversary date for the applicable merit increase that the employee otherwise would have been eligible to receive.

Section 10.13 Purchase of Pension Credit with Annual Leave and Sick Leave

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.

For participants hired on or after June 1, 2016, they will be permitted to purchase additional pension credit after twenty 20 years of service with annual and sick leave rates set as 80 annual/80 sick per month of service. The Pension Plan shall be amended to reflect this change.

Section 10.14 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 10.3 (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.

Section 10.15 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 10.16 Pension Plan Modification Effective July 1, 2013

Vested benefit, as that term is utilized and described in the Pension Plan, will increase to ten (10) or more years of Credited Service for employees hired on or after July 1, 2013.

Section 10.17 Cost Neutral Deferred Retirement Optional Program (DROP) Study

The County and Local 1619, IAFF agree to form a joint committee to review the feasibility of implementing a cost neutral DROP program for bargaining unit members. Each side will select three members to participate in the DROP study. Each side may utilize outside experts and consultants at their own expense or may agree to jointly utilize the same outside experts/consultants. The joint study committee will issue a recommendation by June 30, 2016.

Section 10.18 Deferred Retirement Option Program (DROP)

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

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

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

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

D. Interest - Employees shall earn interest on their DROP balance compounded each month at a rate equal to the 10-Year United States Treasury Note, as published by the United States

Federal Reserve, with a cap of four and one-half percent (4.5%). This variable interest rate will be adjusted quarterly to match the published 10-Year United States Treasury Note rate for the last business day of each quarter and will remain in effect for the subsequent quarter.

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

F. Leave Earned During DROP Period - During the DROP period, an employee shall be eligible to receive all leave earnings, including but not limited to Annual Leave, Sick Leave, Compensatory Leave, and Personal Leave. However, the parties acknowledge that any such leave earnings will not affect the employees Average Annual Compensation, as defined by the Fire Service Pension Plan.

G. Retirement Allowances During DROP Period – During the DROP period, an employee shall have all retirement allowances, including but not limited to COLA's, lump sum distributions, and Health Care supplements credited to the employee's DROP account.

H. Employee Contribution to Fire Service Pension Plan - During the DROP period, the employee's pre-tax pension contribution shall continue to be deducted, however the full amount shall be credited to the employee's DROP account.

I. Distribution of DROP Account - Upon completion of DROP participation, the employee shall have the option of receiving the balance of the DROP account in a lump sum cash payment, a lump sum rollover into an eligible IRA or 457 retirement plan, or in an annuity payment.

J. Disability Retirement During DROP Period - An employee who is separated from employment as a result of disability prior to the completion of his/her DROP period, shall receive a Disability Retirement Benefit calculated as of the employee's DROP entry date. The employee shall also be entitled to distribution of his/her DROP account, as provided for in Paragraph (I), including any interest accrued under Paragraph (D) and allowances accrued under Paragraph (G).

K. Beneficiary - An employee who elects to participate in DROP shall designate a beneficiary. The beneficiary designation shall apply to all distributions pursuant to the DROP. If a designated beneficiary predeceases a DROP participant who dies before designating a new beneficiary, all distributions pursuant to the DROP shall be made to the estate of the DROP participant.

L. Leave Disposition upon DROP Entry - An employee who elects to participate in DROP shall be eligible to apply annual and sick leave to purchase pension credit available when the employee enters into the DROP. This provision shall be applied in accordance with the Collective Bargaining Agreement provisions that govern leave disposition upon separation.

M. Employees who enter DROP after July 1, 2023, and then voluntarily separate from employment prior to the completion of their DROP period, shall forfeit their accumulated interest as outlined in Section 10.18 (D) above and their pre-tax pension contributions as outlined

in Section 10.18 (H) above. This provision does not apply to bargaining unit members who exit DROP under the provisions of Section 10.18 (J) above.

ARTICLE 11 -- LEAVE PROVISIONS

Section 11.1 Sick Leave

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

Section 11.2 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).

Notwithstanding the provisions of Article 11, Section 11.2 A of this Agreement, a maximum of 440 hours of accumulated annual leave may be carried over from leave year 2021 into leave year 2022, however, the annual leave payout amount is not being increased. Unless amended by future legislation, the maximum amount of annual leave that may be carried over from leave year 2022 into leave year 2023 shall revert back to 360 hours. This modified benefit shall sunset automatically upon its implementation.

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 11.2.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 10.14 of this Agreement.

Section 11.3 Leave of Absence

A. 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.

B. The parties will use the existing Labor-Management Committee to discuss and

attempt to resolve in good faith issues surrounding each bargaining unit member's record of leaves taken, including annual, sick, personal, compensatory, FLSA compensatory, and converted annual leave balances.

Section 11.4 Scheduled Leave

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

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

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

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

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

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

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

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

Section 11.5 Personal Leave

Twenty-four (24) hours of paid personal leave per leave year shall be granted to each employee covered by this Agreement. Personal leave shall be requested and approved in accordance with other scheduled leave provisions. There shall be no accumulation of personal leave days and

unused personal leave shall be forfeited at the end of the leave year or upon termination of employment.

Section 11.6 Bereavement Leave

Employees shall be entitled to use accumulated sick leave for the purpose of bereavement when a death occurs in an employee's family. A maximum amount of sick leave used shall not normally exceed twenty-four (24) hours. The term "family" shall mean and include the employee's spouse, child, sister, brother, parent, grandparent, mother and father in-law, and aunt or uncle. Leave needed beyond twenty-four (24) hours because of travel distance, religious requirements or other extenuating circumstances may be extended on a case-by-case basis, but in no instance shall such bereavement leave be approved beyond forty-eight (48) hours. The first twenty-four (24) hours of bereavement leave taken upon the death of a parent, spouse or child will be administrative leave rather than sick leave.

Section 11.7 Disability Leave

A. When an employee is ordered off the job by his/her physician or by the County Fire Chief due to work-related injury or illness, the employee will be placed on Disability Leave until one of the following conditions occur:

1. The employee is released by their attending physician for prescribed duties;
2. The employee's disability is medically proven to be non-service connected;
3. The employee is released by the Medical Advisory Board for prescribed duties;
4. The employee is assigned to other duties in the Department within the capacity of the employee to perform, as determined by the Medical Advisory Board. The unwillingness of the employee to accept such an assignment shall make the employee ineligible for Disability Leave during the period that the MAB determines that the employee is capable of working a light duty assignment;
5. The Disability Leave period expires as provided in Section 11.7(D) below; or
6. The employee is retired if the disabling injury or illness cannot be corrected.

B. An employee who is ordered to light-duty as a result of a work-related illness or injury will be limited to four (4) hours of disability leave for related medical appointments or physical therapy while the employee is on light-duty

C. An employee shall not be charged with using his/her own accrued leave as a result of a work-related injury or illness except in those cases where the illness or injury is proven to be non-service connected. Only prospectively from the date that the injury or illness is proven to be non-service connected and the employee is notified of the findings in writing shall an employee be required to utilize his/her own accrued leave.

D. The eligibility period for Disability Leave for the occurrence of a work related injury or

illness shall be up to one hundred eighty (180) days. After one hundred eighty (180) days, the Disability Leave period will expire and may only be extended in one of two ways:

1. The Fire Chief may if requested, or on his own initiative, extend the Disability Leave for the same injury or illness one or more times up to a maximum of an additional two hundred forty (240) days (beyond the original one hundred eighty (180) day period) for the same injury or illness; or

2. The employee may request an extension of his/her Disability Leave with the Fire Chief. If the Fire Chief denies such request, the employee may seek a fitness for duty determination as described in Section 11.7(E).

E. When the Fire Chief denies an employee's request to extend Disability Leave, the employee may seek a fitness for duty determination by the Medical Advisory Board. The Medical Advisory Board's determination shall be approved or disapproved by the Disability Review Board at a meeting or in administrative session. If the Disability Review Board concludes that the employee is disabled and unfit for modified or full duty, the employee shall remain on Disability Leave. The employee shall remain on Disability Leave until the Disability Review Board rules on the employee's fitness for duty determination request.

F. The County and IAFF Local 1619 agree to form a Joint Committee of three (3) Union representatives and three (3) County representatives to study the current disability leave process and make recommendations to the Fire Chief and the Director of OHRM for any changes and modifications to the existing processes and procedures. The Joint Committee will recommend changes to make the disability leave process fair and equitable for all parties. The Joint Committee will begin its work within thirty (30) days after this Agreement is enacted and will issue its recommendations to the IAFF Local 1619 President, the Chief of the Fire/EMS Department, and the Director of OHRM by October 1, 2021.

Section 11.8 Additional Leave Provision

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

Section 11.9 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) of the County Personnel Law.

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 10.14 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 10.14 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 11.10 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 that 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 11.11 Day Personnel Differential

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

Section 11.12 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 12 -- SHIFT STAFFING

Section 12.1. Shift Staffing

A. The minimum staffing level at each station staffed by employees covered by this agreement shall be four (4) career personnel, one (1) of whom shall be a supervisor. The term "supervisor" for the 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 parties acknowledge that the minimum staffing levels outlined above, shall not prevent the Department from deploying dedicated emergency medical service units as deemed to be operationally necessary.

C. 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.

D. The Department agrees that a minimum of ten (10) stations shall be staffed with a minimum of six (6) bargaining unit career employees. A minimum of four (4) bargaining unit career employees, one (1) of whom shall be a supervisor, shall be utilized as the crew for suppression apparatus responding from said station. The Department acknowledges that six (6) of the ten (10) stations described in this paragraph shall be shift stations.

E. Effective July 1, 2021, the County will ensure that a minimum of twenty-two (22) stations have a minimum staffing level of six (6) bargaining unit career employees, one (1) of whom shall be a supervisor. A minimum of four (4) bargaining unit career employees, one (1) of whom shall be a supervisor, shall be utilized as the crew for suppression apparatus responding from said station. Shift staffing levels in future years will be consistent with the parties' Letter of Understanding dated April 6, 2021.

F. Effective July 1, 2022, the County will ensure that a minimum of twenty-four (24) stations have a minimum staffing level of six (6) bargaining unit career employees, one (1) of whom shall be a supervisor. A minimum of four (4) bargaining unit career employees, one (1) of whom shall be a supervisor, shall be utilized as the crew for suppression apparatus responding from said station.

G. Effective July 1, 2023, the County will ensure that a minimum of twenty-seven (27) stations have a minimum staffing level of six (6) bargaining unit career employees, one (1) of whom shall be a supervisor. A minimum of four (4) bargaining unit career employees, one (1) of whom shall be a supervisor, shall be utilized as the crew for suppression apparatus responding from said station.

H. During unusual circumstances, which necessitate altered response resources or the Department's Emergency Operation Plan being placed into effect, the County retains the right to utilize the bargaining unit employees in the deployment of other resources to meet the immediate needs of emergency service delivery.

Section 12.2 Advanced Life Support (ALS) Transport Units

A. Advanced Life Support (ALS) transport units, with the exception of those described in Section 12.2(B), shall be staffed, at a minimum, with at least two (2) career employees; one of whom is a County Credentialed Paramedic, and the other of whom is either a: (i) County Credentialed Paramedic, (ii) a Paramedic Intern (Nationally Certified and State Licensed), (iii) a County Credentialed Cardiac Rescue Technician (CRT), or (iv) a Maryland Cardiac Rescue Technician (CRT) (State Licensed).

B. Advanced Life Support (ALS) transport units that are assigned to fully staffed shift stations, as described in Section 12.1(D), shall be staffed, at a minimum, with at least two (2) career employees. The certification level of the providers assigned to the units described in this paragraph may be determined by the Department without regard to Section 12.2(A).

Section 12.3 EMS Transport Unit Call Volume

A. When any EMS transport unit staffed by an employee covered by this agreement arrives on the scene at more than four thousand (4,000) calls per year, the Department will either (i) place an additional EMS transport unit in service for the entire 24 hour shift at said station or an adjacent staffed station, or (ii) place two (2) EMS transport units in service for the peak 12-hour call volume time at said station or an adjacent staffed station by the beginning of the next fiscal year.

B. Responses for the purposes of this section shall be measured by computer aided dispatch

(CAD) data. The parties acknowledge that the additional EMS transport unit(s) shall remain in service until the combined total call volume is reduced below the threshold of four (4,000) calls per year. The parties further acknowledge that another additional EMS transport unit shall not be required unless the combined call volume between the original unit and the first additional unit exceeds eight thousand (8,000) calls per year.

C. The parties acknowledge that any EMS transport units that are placed in service during peak call volume times that are not consistent with the established day shift or 24/72 shift schedule, shall be staffed with call back or overtime personnel.

D. The parties agree to establish and maintain a process for tracking any additional EMS transport unit(s) that are placed in service each year.

Section 12.4 Dedicated Career Safety Officer

Effective January 1, 2012, a dedicated career safety officer (at the rank of Captain or above), shall be on duty at all times. When the dedicated career safety officer is on leave, the Department may fill this position with any career officer.

ARTICLE 13 – TRAINING

Section 13.1 Paramedic Cross-Training

The Department agrees to allow four (4) Paramedics to enter recruit school each year for the purpose of cross training.

Section 13.2 Compensatory Time for Training

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

Section 13.3 Advanced Life Support Training

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. The employees will be responsible to supply their own textbooks for this course.

B. The County and the Union agree to form a Joint Study Committee to review the feasibility of providing an on-duty National Registry Paramedic (NRP) training program to employees covered by this Agreement. The County and the Union shall each select three (3) members to serve on this Committee. The Joint Study Committee shall issue a report of findings and recommendations for program implementation by July 1, 2019.

Section 13.4 Annual Certification Training

A. 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:

1. Emergency Medical Technician – Basic – Hours established by the State
2. Cardio-Pulmonary Resuscitation (CPR) – Four (4) Hours
3. Respiratory Fit Testing
4. 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 7.3 Call-Back Pay.)
5. Infectious Control Refresher – Four (4) Hours
6. Four (4) hours of an additional training that is either mandated by a Federal or State regulation(s) or ordered by the Fire Chief.

B. 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:

1. Respiratory Protection Training – Four (4) Hours
2. Driver Training and Improvement Refresher – Four (4) Hours
3. Hazardous Material Refresher – Four (4) Hours

Section 13.5 Training Courses for Promotion

The Department agrees to offer each class that is listed in a requirement for promotion (excluding college course requirements) one time per Fiscal Year, so long as there are at least ten (10) employees accepted into the course.

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 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 written 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 Monday through Friday, excluding County observed holidays.

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 Assistant Fire Chief or Battalion Chief as well as one (1) employee to address civilian matters. The Committee will be co-chaired by the Fire Chief 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 -- PROMOTIONS

Section 15.1 Promotion Exams

Promotional exams for Fire Fighter Battalion Chief, Fire Fighter/Medic Battalion Chief and Paramedic Battalion Chief will be given in the Spring of the even numbered years. Promotional exams for Fire Fighter Captain, Fire Fighter/ Medic Captain and Paramedic Captain will be given in the Fall of the even numbered years.

Promotion exams for Fire Fighter Lieutenant, Fire Fighter/Medic Lieutenant and Paramedic Lieutenant will be given in the Spring of the odd numbered years. Promotion exams for the Fire Fighter Technician and Fire Fighter/Medic Technician will be given in the Fall of the odd numbered years.

Section 15.2 Time in Grade Requirement

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.

Section 15.3 Competitive Promotion Salary Increase

Upon promotion an employee's salary rate shall be the greater of a ten percent (10%) increase over his/her current rate or a ten percent (10%) increase above the stated minimum for the grade to which he/she is promoted. In no event shall the new rate exceed the maximum for the grade.

Section 15.4 Non-Competitive Promotion Procedures for Employees

A. New employees will be hired at the Y01 grade. 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.

B. Employees shall be promoted from the Y01 grade to the Y02 grade and receive a five percent (5%) increase in base salary upon completion of one year after becoming a sworn uniformed employee. Employees must have graduated from career recruit school and completed certification as an EMT-Basic.

C. Employees covered by this agreement shall receive a five (5) percent increase in base salary upon completion of Maryland Licensure as a Cardiac Rescue Technician or Paramedic. Employees will have up to eighteen (18) months from the attainment of Maryland Licensure to successfully complete the requirements to be a Prince George's County Certified Cardiac Rescue Technician or Paramedic. Upon completion of the County requirement, employees will be promoted from Y02 to Y03 and receive an additional ten (10) percent increase in base pay. Failure to complete the County requirement within eighteen (18) months from the attainment of Maryland Licensure will result in the loss of the five (5) percent increase described above, but

the full fifteen (15) percent increase and promotion from Y02 to Y03 shall be provided upon subsequent completion of the County requirement.

D. Employees hired after January 1, 1999 must complete County certification as an Advanced Life Support (ALS) Provider to be eligible to promote above the Y13 (Fire Fighter Technician) grade. Employees in the Y02 grade will not be required to obtain certification as an ALS Provider to be eligible for promotion to the Y13 grade.

E. Except as described in Paragraph D of this Section 15.4, employees must achieve a Y03 in order to be eligible to promote further.

Section 15.5 Line of Duty Death Posthumous Promotion

Employees who die in the line of duty shall be promoted to their next rank.

Section 15.6 Timeline for Promotions

Competitive promotions for all ranks covered by this Agreement shall occur no less than once per trimester each calendar year. Provided that a vacancy exists and a funded Position Identification Number is available on the date that the promotions are to occur, the Department shall permanently fill the vacancy by promotion. The timing of the promotions within the trimester, and any additional promotions, shall be at the discretion of the Fire Chief. Nothing in this provision requires the Fire Chief to promote from the eligibility list within ninety (90) days of the establishment of a new eligibility list.

ARTICLE 16 -- SAFETY AND HEALTH

Section 16.1 Cooperation

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

Section 16.2 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 16.3 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 16.4 Medical Presumption

A. Any condition or impairment of health of any employee covered by this Agreement 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 condition or impairment of health suffered by an employee covered by this agreement and who is also a vested participant of the Prince George's County Fire Service Pension Plan caused by leukemia, prostate cancer, rectal cancer, throat cancer, multiple myeloma, non-Hodgkin's lymphoma, brain cancer, testicular cancer, bladder cancer, kidney cancer, renal cell cancer, or breast cancer 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.

C. Any such employee whose disability results from a condition or impairment of health caused by heart disease, lung disease or hypertension, leukemia, prostate cancer, rectal cancer, throat cancer, multiple myeloma, non-Hodgkin's lymphoma, brain cancer, testicular cancer, bladder cancer, kidney cancer, renal cell cancer, or breast cancer shall receive such benefits as the employee may be entitled to under any existing or hereinafter created retirement or employee benefit system.

D. It is the intention of this Section that any such bargaining unit employee who suffers from a condition or impairment of health caused by lung disease, heart disease or hypertension, leukemia, prostate cancer, rectal cancer, throat cancer, multiple myeloma, non-Hodgkin's lymphoma, brain cancer, testicular cancer, bladder cancer, kidney cancer, renal cell cancer, or breast cancer shall 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.

E. 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 16.5 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 16.6 Employee Assistance Program

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 16.7 Wellness/Fitness Program

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

B. Employees covered by this Agreement shall successfully complete a comprehensive medical physical examination each year. The physical shall be provided by the Department at no cost to each employee. The physical will be a medical physical and not a physical fitness test.

C. The Department will maintain a ratio of one (1) "Peer Fitness Trainer" or "Physical Fitness Trainer" for every one hundred (100) uniformed employees and provide the initial training to these Peer Fitness Trainers or Physical Fitness Trainers. The Department shall conduct an internal process to fill Peer Fitness Trainer or Physical Fitness Trainer vacancies as needed. Employees who are designated as Peer Fitness Trainers or Physical Fitness Trainers shall participate in forty (40) hours of an on-duty physical fitness training program each calendar year, as directed by the Department.

D. In order to protect the health, safety and welfare of the employees of the Department and the general public, the County and Union agree to maintain the position of Peer Support Liaison.

E. The Union shall have a Peer Support Team Leave Bank of one thousand (1,000) hours each calendar year. This also shall be without loss of pay or leave. Any unused balance may not be

carried over to the next calendar year. The Peer Support Team Union Leave Bank shall be utilized only by peer support members for training, mental and behavioral assistance to Department members, or deployments authorized by the Fire Chief. A list of peer support team members shall be submitted annually to the Health & Wellness Office and shall be updated regularly when members are recruited or separated from the team. All requests for Peer Support Team leave pursuant to this section are subject to the approval of the Fire Chief. The Union will attempt to provide the requests seventy-two (72) hours in advance.

Section 16.8 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.

Section 16.9 Protective Clothing for Structural Firefighting

- A. The Department and the Union agree to conduct a joint study and wear testing of Protective Clothing for Structural Firefighting every four (4) years or upon changes to the applicable independent national safety standards.
- B. Prior to submitting specifications to the Office of Central Services Contract Administration and Procurement Division, the Department agrees to give the Union an opportunity to provide input and recommendations regarding protective wear. The final decision as to the Department's submission to the Office of Central Services pertaining to any prospective bid remains with the Fire Chief. The Union shall be given an opportunity to review the Department's submission prior to it being submitted to the Office of Central Services. Moreover, nothing in this section shall be construed as altering the procurement process utilized by the Office of Central Services' Purchasing Agent.
- C. The Department shall provide for annual cleaning and inspection of Structural Firefighting Turnout Gear in accordance with the applicable independent national safety standards.
- D. All employees covered by this Agreement shall be issued two (2) sets of Structural Firefighting Turnout Gear.
- E. All Structural Firefighting Turnout Gear shall be measured to fit each employee in accordance with the manufacturer's recommendations.

Section 16.10 Diesel Exhaust Capture Systems

The Department shall install and maintain diesel exhaust capture systems in each Fire and EMS Station where members who are covered by this Agreement are assigned to work.

Section 16.11 Random Drug and Alcohol Testing

- A. The County and the Union recognize that illegal drug use, as well as alcohol and drug

misuse, endanger public safety and compromise a safe and healthy work environment.

B. The County and the Union agree that a Drug and Alcohol Testing Policy applicable to all employees covered by this Agreement must include, but not be limited to, the following provisions: prohibited conduct; routine testing; random drug and alcohol testing; for cause drug or alcohol testing; and counseling/rehabilitative services. This section applies to random drug and alcohol testing only.

C. The County and the Union agree that random drug and alcohol testing shall be conducted in accordance with the terms and conditions of the random drug and alcohol testing provision (attached to this Agreement as Attachment G).

D. The County and the Union agree that random drug and alcohol testing of employees covered by this Agreement shall occur during the employee's normal duty hours.

E. All employees covered by this Agreement shall be provided notification of the Department's drug screen panel and their corresponding thresholds annually.

F. The County shall provide the Union with a quarterly report of all Department members who undergo random drug and alcohol testing during the preceding quarter. The report shall include statistical information, including the race, gender, and assignment for any employee who undergoes random drug and alcohol testing. The Union shall also be notified of the number of times any particular employee has undergone more than a single random test during the calendar year, but shall not include any test results or personally identifiable information.

G. Any subsequent amendments to the random drug and alcohol testing provision shall require mutual agreement of the parties.

H. Employees covered by this Agreement shall only be subject to random drug and alcohol testing if non-bargaining unit employees and volunteer members in safety sensitive positions of the Fire/EMS Department are subject to the same.

ARTICLE 17 -- HOURS OF WORK

Section 17.1 Workweek

A. Shift employees covered under this Agreement will work a forty-two (42) hour work week; straight day work employees shall work a forty (40) hours week. Hours of work for other employees covered by this Agreement will be scheduled in accordance with the following:

1. Employees covered by this Agreement who are assigned to fire suppression and EMS related operational duties on a shift schedule shall work twenty-four (24) consecutive hours on duty, followed by seventy-two (72) consecutive hours off duty. The shift schedule shall commence at 0700 hours.
2. Day Work Schedule: Employees covered by this Agreement who are assigned to fire suppression and EMS related operational duties on a day work schedule shall work five 8 hour days, Monday through Friday, from 0700 hours until 1500 hours.

3. 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.

4. FLSA Non-Exempt Shift Work -24/72 Schedule

Employees covered by this agreement, who are classified solely as emergency medical providers and who do not meet the 7(k) exemption to the Fair Labor Standards Act will continue to work the FLSA compliant 24/72-work schedule that is in effect as of June 30, 2013.

Section 17.2 Exchange of Shifts

A. An employee may exchange shifts with another employee subject to the approval of his/her career supervisor, which approval shall not be unreasonably withheld.

B. An employee may only exchange shifts with an employee who is qualified to work in the position which is being covered.

C. 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.

D. Shift Exchanges must be requested no later than 96-hours prior to the start of the pending shift being exchanged. Exceptions to this requirement may be considered on a case-by-case basis by the Career Battalion Chief when a shift exchange is being requested within the 96-hour minimum time period.

Section 17.3 Calculation of Overtime Hours

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

Section 17.4 Holidays

A. The following shall be designated as holidays within the scope of this Agreement:

New Year's Day, Martin Luther King Jr.'s Birthday, Presidential Inauguration Day, George Washington's Birthday, Fire Fighter Recognition Day (Friday before the observance of Memorial Day), Memorial Day, Juneteenth Day, Independence Day, Labor Day, Native American Day, Veterans Day, Thanksgiving Day, County Employees Appreciation Day (Friday following Thanksgiving Day), Christmas Day.

B. For the purpose of this Section, the Christmas Day holiday shall apply to all employees who work during the thirty-six (36) hour period beginning at 1900 hours on December 24, and the New Year's Day holiday shall apply to all employees who work during the twenty-four (24) hour period beginning at 1900 hours on December 31.

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 17.5 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 17.6 Mandatory Callback Policy

A. Mandatory callback staffing shall be completed utilizing an established Mandatory Callback Roster ("MCR"). The MCR for each rank shall be distributed daily to all Fire/EMS Department employees.

B. The Department shall establish a dynamic MCR based on the following criteria:

1. The initial MCR will be established for the following ranks in reverse seniority order:
 - i. Group 1 – Fire Fighter I, Fire Fighter II, and Fire Technician
 - ii. Group 2 – Fire Fighter/Medic III, Paramedic II, and Fire Fighter/Medic Technician
 - iii. Group 3 – Fire Fighter Lieutenant, Paramedic Lieutenant, Fire Fighter/Medic Lieutenant, Fire Fighter Captain, Paramedic Captain, Fire Fighter/Medic Captain
 - iv. Group 4 – Fire Fighter Battalion Chief, Paramedic Battalion Chief, Fire Fighter/Medic Battalion Chief
 2. Employees with no occurrences or with the oldest date of mandated occurrence will be at the top of the MCR.
 3. Employees with the most recent date of mandated occurrences worked, including an involuntary holdover of four (4) hours or greater, will be moved to the bottom of the MCR.
 4. Employees on an approved leave status will not be assigned a mandatory overtime shift.
 5. All sworn employees, aside from those listed in subsection B4, will be eligible for a mandatory overtime shift assignment.
 6. The MCR will continue to rotate indefinitely, and will not reset at any point.
- C. Employees will be selected using the MCR only after the following procedures have been enacted to fill vacancies:
1. All employees on the applicable overtime sign-up list in the Fire and EMS Department staffing management system have been contacted in order until the list has been exhausted.
 2. The Department has attempted to fill the vacancy through a mass page or other Department-wide communication.
 3. The Department has exhausted the procedures as outlined in subsections C1 and C2 and the vacancy is less than forty-eight (48) hours from occurring.
- D. Mandatory Overtime Restrictions
1. A mandatory holdover or call-back shall be no longer than twelve (12) hours in duration.
 2. Employees that have reached the maximum of thirty-six (36) continuous working hours without an eight (8) hour rest period shall not be assigned a mandatory overtime assignment.

E. Shift Replacement

Employees may find a replacement of like rank for their mandatory overtime assignment. In the event the employee finds a replacement, the employee originally hired for the mandatory assignment will receive credit as if they had worked the mandatory assignment, and will be moved to the bottom of the MCR.

F. Emergency Operations Plan

This Section shall not apply to unusual circumstances which result in the Department's Emergency Operation Plan being placed into effect.

G. Mandatory Callbacks, Holdovers, and Overtime

The County and IAFF Local 1619 agree to establish a Joint Study Committee to study possible alternatives for Section 17.6 to address the impact of Mandatory Callbacks, Holdovers, and Overtime. The Committee shall be comprised of three (3) Union representatives and three (3) County representatives. The Committee will begin work within thirty (30) calendar days after this Agreement is enacted and will issue its recommendations to the IAFF Local 1619 President, the Chief of the Fire/EMS Department, and the Director of OHRM by October 1, 2022.

If the County and IAFF Local 1619 accept the Committee's recommendations, then the Department will introduce the recommendations as a pilot program during calendar year 2023. The pilot program will permit the parties to review the application of the recommendations. The pilot program shall expire on December 31, 2023, unless the County and IAFF Local 1619 mutually agree to either extend the pilot program or permanently incorporate the program into the Collective Bargaining Agreement.

ARTICLE 18 – DISCIPLINE

Section 18.1 Administrative Charges

When an employee is the subject of an investigatory interview that is reasonably likely to lead to disciplinary action (i.e. employee is interviewed as the target of the investigation and not as a witness), the employee shall be informed in writing, prior to the start of interview, of the nature of the investigation and the right to Union representation. The employee will be provided with a memorandum containing this information (Attachment C to this Agreement) and the employee will be required to review, complete and sign the memorandum.

Section 18.2 Timeline for Administrative Charges

Except as provided in this subsection, 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. If an employee is charged by a law enforcement agency with crimes that may result in a felony conviction, the one hundred eighty (180) day period will be stayed from the date the employee is criminally charged until disposition of those charges is complete.

Section 18.3 Removal of Probationary Recruit Fire Fighter

The parties agree that any time during the probationary period while they are attending Career Recruit School, the appointing authority may remove a uniformed Fire Fighter designated as a Recruit Fire Fighter if, in the opinion of the appointing authority, such Recruit Fire Fighter is unable or unwilling to perform the duties of the position satisfactorily or the Recruit Fire Fighter's conduct does not merit continued employment with the County. Dismissal of a probationary status Recruit Fire Fighter shall become effective five (5) working days after the appointing authority has given the Recruit Fire Fighter a written notice of specific reasons for dismissal.

ARTICLE 19 -- PERSONNEL FILES

Section 19.1 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 19.2 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 20 -- REMOVAL AND TRANSFER

Section 20.1 Transfer Policy

In the event of a vacancy due to promotion, transfer, demotion, or retirement, the filling of the vacancy shall be made in accordance with the following procedures:

- A. The position shall be announced by Department wide email. Instructions and qualifications for applying for transfer to the vacant position shall be included in the announcement. The Department may establish reasonable certification prerequisites when determining eligibility for a vacant position.
- B. The application period shall be open for a minimum of five (5) calendar days. The parties acknowledge that "calendar days" apply only to this section and that elsewhere in this agreement "days" shall be defined as business days.
- C. In the event that more than one qualified employee applies for a lateral transfer to a vacant position, the position shall be awarded to the bidding employee in the following order:

- 1. First Preference - Length of Time in Grade

2. Second Preference - Length of Time in Department
3. Third Preference - Randomly Generated Seniority Number

D. For a vacancy at the rank of Fire Fighter/Medic II, the Length of Time in Grade preference shall not apply. In this case, the ranking criteria will start with the second preference of Length of Time in Department.

E. For a vacancy at a Technical Rescue or specialty station, the Department may add a certification preference prior to those listed in subsection 20.1 (c). The certification preference shall include the number of certifications an employee has on file with the Department. Employees with more certifications will be ranked higher than those with less. Employees with an equal number of certifications will follow the normal preferences listed in subsection 20.1 ©.

F. The Department agrees to complete the above-referenced process (paragraphs A through C of this Section) within three (3) complete pay periods of the vacancy occurring. The parties agree that the Department will not be prohibited from immediately assigning an employee to the vacancy on a temporary basis pending this process.

G. In the event that no employee applies for a lateral transfer to a vacant position, the Department may fill the position per management prerogative. The Department also reserves the right to make transfers, not implemented because of a vacancy, based upon operational needs.

H. The parties acknowledge that the process outlined in Section 20.1(A) shall only apply to operational vacancies that arise in Fire/EMS Stations and that the Department maintains the right to utilize other methods to fill non-operational or special assignment vacancies.

I. The Department reserves the right to deny transfer requests to:

1. Employees during the first two (2) years following graduation from Career Recruit School (CRS) to ensure consistency, career development, and training;
2. Employees who are enrolled in the Department sponsored Paramedic Program;
3. Employees who are in a Light Duty or No Duty work status, or
4. Employees who have a written disciplinary reprimand, Equal Employment Opportunity violation, or are involved in an investigation/disciplinary action that would preclude the Department from transferring the employee. The Department also reserves the right to transfer employees described in this paragraph based upon management prerogative.

J. An employee covered by this Agreement who is subject to any transfer shall be provided with written notification five (5) calendar days prior to the effective date of transfer. This notification shall provide the reason(s) as to why the transfer is necessary.

K. If an employee is placed on Disability Leave as a result of a work-related injury or illness, the employee shall not be transferred from their work assignment until after the one hundred and eighty (180) day Disability Leave period as defined in Section 11.7 of this Agreement. A recurrence or exacerbation of the same injury or illness shall not extend the one hundred and eighty (180) day protection period.

L. If an employee is awarded a position through the Department's transfer bid process, said

employee shall not have the ability to participate in future bid processes during the following 12-month period.

M. Nothing in Paragraph L, shall prevent an employee from applying for a promotion, an acting position, or a specialty assignment, as they become available.

N. The Department and the Union are committed to developing and maintaining a top-quality diverse workforce throughout the Prince George's County Fire/EMS Department. In order to achieve this goal, both parties agree to form a joint Labor-Management Committee to examine the distribution of the workforce and current transfer bid policies to identify areas that may act as barriers towards ensuring fair and equitable deployment of Fire/EMS Department personnel. Each party will appoint three (3) members. The joint committee will begin its work within thirty (30) days after this Agreement is enacted and will issue its recommendations to the IAFF Local 1619 President and the Chief of the Fire/EMS Department by January 1, 2022. The parties further agree that they will make a good faith effort to implement the committee's recommendations within twelve (12) months of its issuance.

O. An employee who is operationally removed for a period of over one hundred and eighty (180) days because of administrative charges may be transferred from their work assignment.

Section 20.2 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 20.3 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 Rescue 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 20.4 Appeal

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

ARTICLE 21 -- 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. Occasional and sporadic incidents will not constitute a prevailing right. Further, it is specifically understood that a prevailing right cannot be used to change clear and unequivocal provisions of this Agreement.

ARTICLE 22 -- NO STRIKE OR LOCKOUT

Section 22.1 No Strike or Lockout

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 22.2 Public Denouncement

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 22.3 Discipline for Illegal Conduct

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

ARTICLE 23 -- VACANCIES

Section 23.1 Filling 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.

Section 23.2 Vacancy List

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

ARTICLE 24 -- 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 25 -- 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 26 -- DURATION

This Agreement shall become effective on July 1, 2022, unless otherwise stated in specific sections, and shall remain in full force and effect until June 30, 2024, unless otherwise stated in specific sections. This Agreement shall be automatically renewed from year to year after June 30, 2024, unless either party shall notify the other in writing no later than October 1, 2023, (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 this _____ day of _____, 2022, in Prince George's County, Maryland.

INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, LOCAL #1619

Andrew K. Pantelis
President

PRINCE GEORGE'S COUNTY FIRE/EMS DEPARTMENT

Tiffany D. Green
Fire Chief

PRINCE GEORGE'S COUNTY MARYLAND

Angela D. Alsobrooks
County Executive

ATTACHMENT A – MIN-MAX SYSTEM

A. Effective October 26, 2008, the MIN-MAX system in effect for all members of the bargaining unit will be replaced by the following modified MIN-MAX system:

1. The minimum and maximum pay rates for employees covered by this Agreement are established on the attached schedules of pay rates for employees in the following classifications:

Fire Fighter I, Paramedic I, Fire Fighter/Medic	Y01
Fire Fighter II, Paramedic II, Fire Fighter/Medic II	Y02
Fire Fighter III, Paramedic III, Fire Fighter/Medic III	Y03
Fire Technician, Fire/Medic Technician	Y13
Fire Lieutenant, Paramedic Lieutenant, Fire/Medic Lieutenant	Y04
Fire Captain, Paramedic Captain, Fire/Medic Captain	Y05
Fire Battalion Chief, Paramedic Battalion Chief, Fire/Medic Battalion Chief	Y06

2. Employees covered by this Agreement and hired before July 1, 1989, will keep the anniversary dates that they held on July 1, 1989, for as long as they are continuously employed. Employees hired on or after July 1, 1989, will have as their anniversary dates the dates of their initial appointment and those anniversary dates will not be changed while those employees are continuously employed.

3. Merit steps will have the value of three and one-half percent (3.5%). 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 (3.5%) merit increase, an employee's salary is one percent (1%) or less from the applicable maximum rate, the employee will have his/her salary rate adjusted to the applicable maximum rate.

b. If, upon the granting of a three and one-half percent (3.5%) merit increase, an employee's salary rate is greater than one percent (1%) but less than three and one-half (3 1/2%) from the applicable maximum rate, the employee upon satisfactory completion of one (1) additional year of service, will have his/her salary rate adjusted to the applicable maximum rate.

5. Upon promotion an employee's salary rate shall be the greater of a ten percent (10%) increase over his/her current rate or a ten percent (10%) increase above the stated minimum for the grade to which he/she is promoted. In no event shall the new rate exceed the maximum for the grade.

6. Salary rate upon demotion shall be governed by Section 16-132 of the Personnel Law in that the new rate shall be obtained by dividing the current rate by the sum of one (1) plus the percentage increase previously advanced upon promotion (or the sum of the percentage increases of successive promotions if the person has been demoted more than one grade and has served in the intermediate grade). Such percentage should be obtained from the promotional PID(s) by subtracting the hourly rate before promotion from the hourly rate immediately after promotion

and dividing the remainder by the rate before promotion. The quotient shall be rounded to the third decimal place.

7. Paramedic Trainees, who successfully complete their probationary period (no less than one (1) year), shall automatically be promoted to Paramedic I. Paramedic I's, after completion of Emergency Medical Technician Paramedic training, shall be automatically promoted to Paramedic II. (The Paramedic Trainee, Paramedic I and Paramedic II shall be triple allocated.)

8. a. Further, effective beginning on July 1, 1999, any employee covered by this Agreement hired before July 1, 1996 who completed eighteen (18) years of actual service as defined in the Fire Pension Plan but who is not at the step for his/her rank on the Min-Max System which reflects the completion of eighteen (18) years of service will be placed at that step on the date that marks the completion of his/her eighteenth (18th) year of service, provided, however, that the resulting rate of pay may not exceed the maximum step for the employee's rank.

b. Effective beginning on July 1, 2008, any employee hired before July 1, 1996, who completed ten (10) years of actual service as defined in the Fire Pension Plan but who is not at the step for his/her rank on the Min-Max System which reflects the completion of ten (10) years of service will be placed at that step on the date that marks the completion of his/her tenth (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. Employees who receive this adjustment will not receive the eighteen (18) year adjustment referred to in subparagraph 8.a. above.

c. Effective July 1, 2008, any employee subject to subparagraph 8.b. above, who prior to July 1, 2008 did not receive a full seven percent (7%) increase at the time he/she completed eighteen (18) years of service, shall receive the difference between the eighteen (18) year increase originally received and the seven percent (7%). Such increase shall be effective July 1, 2008 and shall not place the employee above the July 1, 2008 maximum salary for his/her grade, except as otherwise noted for special duty pay(s) as in number 10 above, and in no case be more than ten percent (10%) above the maximum.

d. Beginning in Fiscal Year 2000, any employee, who completes his/her fifth (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.

9. a. Effective the first full pay period beginning on or after July 1, 2006, all employees will be moved to new Y-Scale. They will be placed on the Y-Scale in accordance with their current salaries.

b. Effective the first full pay period beginning on or after July 1, 2006, R- Scale employees hired on or after March 29, 1999 who are County certified EMT-P's shall be compensated at a rate ten percent (10%) above their regular base pay. The ten percent (10%) shall be considered part of base pay for purposes of pension and overtime. The additional ten percent (10%) shall be payable irrespective of whether it places an employee's salary above the maximum for his/her grade.

c. Effective the first full pay period beginning on or after July 1, 2006, M and S Scale employees who were cross-trained and received a five percent (5%) “in- grade” increase as a result, will be entitled to that additional five percent (5%) even if it puts them above maximum for their grade. This five percent (5%) will continue to be considered part of the employee’s base pay for purposes of pension and overtime.

d. R-Scale employees hired between March 29, 1999 and June 30, 2005 will receive a ten percent (10%) increase in their base salary for completion of EMT-I for Paramedic or EMT-I and J-TAC for Fire Fighter/Medic. (Note. These employees have already received a ten percent (10%) salary increase as a result of movement from R01- R02.)

10. Effective the first full pay period beginning on or after July 1, 2013, the maximum pay rates will be increased by three and one half percent (3.5%).

11. Effective July 1, 2017, the maximum pay rates for employees covered by this Agreement will be increased by three and one-half percent (3.5%), and employees who are at maximum on that date will have their salaries raised by three and one-half percent (3.5%) on that date.

12. Effective July 1, 2018, the maximum pay rates for employees covered by this Agreement will be increased by three and one-half percent (3.5%), and employees who are at maximum on that date will have their salaries raised by three and one-half percent (3.5%) on that date.

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

14. Effective July 1, 2022, the maximum pay rates for employees covered by this Agreement will be increased by three and one-half percent (3.5%), and employees who are at maximum on that date will have their salaries raised by three and one-half percent (3.5%) on that date.

15. Effective July 1, 2023, the maximum pay rates for employees covered by this Agreement will be increased by three and one-half percent (3.5%), and employees who are at maximum on that date will have their salaries raised by three and one-half percent (3.5%) on that date.

ATTACHMENT B – SCHEDULE OF PAY GRADES

SALARY SCHEDULE Y – EFFECTIVE JULY 1, 2022
3.5% MAXIMUM PAY RATE INCREASE
SCHEDULE OF PAY GRADES – FIRE UNIT PERSONNEL
PRINCE GEORGE’S COUNTY MARYLAND

GRADE	MINIMUM	MAXIMUM	CERTIFICATION
Y01			
HOURLY	21.4700	44.3512	48.7864
BIWEEKLY	1,717.60	3,548.10	3,902.91
ANNUAL	44,658	92,250	101,476
Y02			
HOURLY	22.5211	49.2466	54.1714
BIWEEKLY	1,801.69	3,939.73	4,333.71
ANNUAL	46,844	102,433	112,676
Y03			
HOURLY	23.5719	56.6389	62.3029
BIWEEKLY	1,885.75	4,531.11	4,984.23
ANNUAL	49,030	117,809	129,590
Y13 (TECHNICIAN)			
HOURLY	23.5719	59.0695	64.9764
BIWEEKLY	1,885.75	4,725.56	5,198.11
ANNUAL	49,030	122,865	135,151
Y04 (LIEUTENANT)			
HOURLY	27.2815	61.5001	67.6502
BIWEEKLY	2,182.52	4,920.01	5,412.02
ANNUAL	56,746	127,920	140,712
Y05 (CAPTAIN)			
HOURLY	29.8462	68.5716	75.4290
BIWEEKLY	2,387.70	5,485.73	6,034.32
ANNUAL	62,080	142,629	156,892
Y06 (BATTALION CHIEF)			
HOURLY	32.7121	75.5702	83.1272
BIWEEKLY	2,616.97	6,045.62	6,650.17
ANNUAL	68,041	157,186	172,905

The Minimum rates are the July 1, 2021 rates. The Maximum and Certification hourly rates are the July 1, 2021 hourly rates multiplied by 1.035%. For administrative purposes, the hourly rates are the controlling rates. Biweekly rates are hourly rates multiplied by 80. Annual rates are the hourly rates multiplied by 2,080 and rounded to the nearest dollar.

SALARY SCHEDULE Y – EFFECTIVE MARCH 24, 2023
5% COST OF LIVING INCREASE
SCHEDULE OF PAY GRADES – FIRE UNIT PERSONNEL
PRINCE GEORGE’S COUNTY MARYLAND

GRADE	MINIMUM	MAXIMUM	CERTIFICATION
Y01			
HOURLY	22.5435	46.5688	51.2257
BIWEEKLY	1,803.48	3,725.50	4,098.06
ANNUAL	46,890	96,863	106,549
Y02			
HOURLY	23.6472	51.7090	56.8800
BIWEEKLY	1,891.77	4,136.72	4,550.40
ANNUAL	49,186	107,555	118,310
Y03			
HOURLY	24.7505	59.4709	65.4180
BIWEEKLY	1,980.04	4,757.67	5,233.44
ANNUAL	51,481	123,699	136,069
Y13 (TECHNICIAN)			
HOURLY	24.7505	62.0230	68.2252
BIWEEKLY	1,980.04	4,961.84	5,458.01
ANNUAL	51,481	129,008	141,908
Y04 (LIEUTENANT)			
HOURLY	28.6456	64.5751	71.0327
BIWEEKLY	2,291.65	5,166.01	5,682.62
ANNUAL	59,583	134,316	147,748
Y05 (CAPTAIN)			
HOURLY	31.3385	72.0002	79.2005
BIWEEKLY	2,507.08	5,760.02	6,336.04
ANNUAL	65,184	149,760	164,737
Y06 (BATTALION CHIEF)			
HOURLY	34.3477	79.3487	87.2835
BIWEEKLY	2,747.82	6,347.90	6,982.68
ANNUAL	71,443	165,045	181,550

The Minimum, Maximum and Certification hourly rates are the July 1, 2022 hourly rates multiplied by 1.05%. For administrative purposes, the hourly rates are the controlling rates. Biweekly rates are hourly rates multiplied by 80. Annual rates are the hourly rates multiplied by 2,080 and rounded to the nearest dollar.

SALARY SCHEDULE Y – EFFECTIVE JULY 1, 2023
3.5% MAXIMUM PAY RATE INCREASE
SCHEDULE OF PAY GRADES – FIRE UNIT PERSONNEL
PRINCE GEORGE’S COUNTY MARYLAND

GRADE	MINIMUM	MAXIMUM	CERTIFICATION
Y01			
HOURLY	22.5435	48.1987	53.0186
BIWEEKLY	1,803.48	3,855.89	4,241.49
ANNUAL	46,890	100,253	110,279
Y02			
HOURLY	23.6472	53.5188	58.8707
BIWEEKLY	1,891.77	4,281.50	4,709.66
ANNUAL	49,186	111,319	122,451
Y03			
HOURLY	24.7505	61.5524	67.7076
BIWEEKLY	1,980.04	4,924.19	5,416.61
ANNUAL	51,481	128,029	140,832
Y13 (TECHNICIAN)			
HOURLY	24.7505	64.1938	70.6131
BIWEEKLY	1,980.04	5,135.50	5,649.05
ANNUAL	51,481	133,523	146,875
Y04 (LIEUTENANT)			
HOURLY	28.6456	66.8352	73.5188
BIWEEKLY	2,291.65	5,346.82	5,881.51
ANNUAL	59,583	139,017	152,919
Y05 (CAPTAIN)			
HOURLY	31.3385	74.5202	81.9725
BIWEEKLY	2,507.08	5,961.62	6,557.80
ANNUAL	65,184	155,002	170,503
Y06 (BATTALION CHIEF)			
HOURLY	34.3477	82.1259	90.3384
BIWEEKLY	2,747.82	6,570.07	7,227.08
ANNUAL	71,443	170,822	187,904

The Minimum rates are the March 24, 2023 rates. The Maximum and Certification hourly rates are the March 24, 2023 hourly rates multiplied by 1.035%. For administrative purposes, the hourly rates are the controlling rates. Biweekly rates are hourly rates multiplied by 80. Annual rates are the hourly rates multiplied by 2,080 and rounded to the nearest dollar.

SALARY SCHEDULE Y – EFFECTIVE MARCH 24, 2024
2.5% COST OF LIVING INCREASE
SCHEDULE OF PAY GRADES – FIRE UNIT PERSONNEL
PRINCE GEORGE’S COUNTY MARYLAND

GRADE	MINIMUM	MAXIMUM	CERTIFICATION
Y01			
HOURLY	23.1071	49.4036	54.3441
BIWEEKLY	1,848.57	3,952.29	4,347.53
ANNUAL	48,063	102,760	113,036
Y02			
HOURLY	24.2383	54.8568	60.3425
BIWEEKLY	1,939.07	4,388.54	4,827.40
ANNUAL	50,416	114,102	125,512
Y03			
HOURLY	25.3693	63.0912	69.4003
BIWEEKLY	2,029.54	5,047.29	5,552.03
ANNUAL	52,768	131,230	144,353
Y13 (TECHNICIAN)			
HOURLY	25.3693	65.7986	72.3784
BIWEEKLY	2,029.54	5,263.89	5,790.27
ANNUAL	52,768	136,861	150,547
Y04 (LIEUTENANT)			
HOURLY	29.3617	68.5061	75.3568
BIWEEKLY	2,348.94	5,480.49	6,028.54
ANNUAL	61,072	142,493	156,742
Y05 (CAPTAIN)			
HOURLY	32.1220	76.3832	84.0218
BIWEEKLY	2,569.76	6,110.66	6,721.75
ANNUAL	66,814	158,877	174,765
Y06 (BATTALION CHIEF)			
HOURLY	35.2064	84.1791	92.5969
BIWEEKLY	2,816.51	6,734.33	7,407.75
ANNUAL	73,229	175,092	192,602

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

ATTACHMENT C - INTERVIEW FORM

TO: Employee

FROM:

SUBJECT: Investigatory Interview

DATE:

This correspondence serves to advise you that you are the subject of a departmental investigation. I am the investigator assigned to the case. The nature of the investigation is as follows:

The interview will be held on _____ at _____ hours in [insert place]. You are entitled to have a Union representative present during this interview.

This investigation is confidential. By authority of the Fire Chief, you are hereby directed not to discuss this investigation with anyone except your Union representative. You are also directed to fully cooperate with this investigation and any failure on your part to truthfully answer any of the questions given to you may result in disciplinary action being taken against you, up to and including termination.

Check one of the following:

[☐] I understand my right to representation as set forth above and wish to proceed with the assistance of Union representation.

[☐] I have been advised and understand I have a right to Union representation. I waive my right to Union representation and agree to proceed with the interview without the presence of a Union representative.

(Employee signature)

Date _____

(Investigator signature)

Date _____

ATTACHMENT D – HISTORICAL PRESERVATION

HISTORICAL PRESERVATION OF EARLIER AGREEMENTS

The County shall maintain at least one (1) copy of the following Collective Bargaining Agreements:

2005 – 2007

2003 – 2005

2001 – 2003

1999 – 2001

1996 – 1999

1995 – 1996

1993 – 1995

1991 – 1993

1989 – 1992

1988 – 1989

1985 – 1988

1983 – 1985

1982 – 1983

1979 – 1981

1976 – 1979

1974 – 1975

The County agrees, at the request of the Union, to provide a copy of an earlier agreement within three (3) working days of said request.

ATTACHMENT E - ACKNOWLEDGMENT**ACKNOWLEDGEMENT OF REORGANIZATION EFFORTS FOR
COLLECTIVE BARGAINING AGREEMENT COVERING PERIOD
JULY 1, 2011 THOUGH JUNE 30, 2013**

The parties worked together to reorganize several provisions of the collective bargaining agreement (CBA) that was originally negotiated to cover the period July 1, 2007 through June 30, 2009. The CBA covering the period July 1, 2011 through June 30, 2013 will incorporate the changes resulting from the reorganization efforts.

By signing, the County and Union agree that except for the provisions set forth in the below table, the reorganization was not intended make substantive changes to the CBA. To the extent sections were deleted as part of the reorganization, the deletions reflect the parties understanding that the provisions were outdated and no longer necessary to be included in the CBA. The only substantive changes to the CBA are those sections that were amended during the negotiations for a successor agreement effective July 1, 2011 through June 30, 2013.

The following provisions were amended during negotiations for the July 1, 2011 through June 30, 2013 CBA, and it is the parties' intent to incorporate the amendments within the new, reorganized CBA.

Old Contract Section	Old Section Title (CBA dated July 1, 2007 through June 30, 2009)	New Contract Section	New Contract Title (CBA dated July 1, 2011 through June 30, 2013)
Section 3.3	Conference and Seminars	Section 3.3	Conferences and Seminars
Section 3.4	Leave Negotiation	Section 3.4	Leave Negotiation
Section 7.1	Wages	Section 7.1	Wages
Section 7.3(2)(a)(2)	Plan Booklets	Section 10.9(c)	Plan Administration
Section 7.5	Contribution to Retirement Trust Fund	Section 10.3	Contribution to Retirement Trust Fund
Section 7.14	Group Health Insurance Coverage	Article 9	Health Care and Supplemental Benefits
Section 7.16	Acting Pay	Section 7.2	Acting Pay
Section 7.21	Special Duty Pay	Section 8.1	Special Duty Pay
Article 9	Shift Staffing	Article 12	Shift Staffing
Sections 14.5	Time Limits	Section 14.5	Time Limits
Section 14.6	Days Defined	Section 14.6	Days Defined
Article 15	Discipline	Article 18 Section 18.1 Section 18.2 Attachment C	Administrative Charges Timelines for Administrative Charges Investigatory Interview Form
Article 24	Duration	Article 26	Duration
		Section 3.12	Publication of Agreement
		Attachment C	Interview Form
		Attachment D	Historical Preservation of Earlier Agreements
		Attachment E	Acknowledgment re: Reorganization

Prince George's County, Maryland

Local 1619, International Association of Fire Fighters,

Joseph Adler, Chief Labor Negotiator

Andrew K. Pantelis, IAFF President

ATTACHMENT F - JOINT COMMITTEE ON PERFORMANCE APPRAISALS

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

ATTACHMENT G – RANDOM DRUG AND ALCOHOL TESTING PROVISION

PURPOSE

The Fire/Emergency Medical Services Department (Department) recognizes that illegal drug use and/or legal substance misuse may not only negatively affect the person involved but jeopardize departmental operations and public safety. The Department is also concerned with the overall health, as well as the physical and emotional well-being of all its employees/members.

It is the goal of this provision to eliminate the unauthorized use of drugs and/or alcohol and to prevent the adverse impact such use has upon job performance, productivity, safety, and work environment.

Before being held accountable for this provision, all employees will be provided their own copy of this provision and trained regarding its requirements. All employees will be required to read and sign a notification form.

All employees/members will be subject to random, for cause, and other appropriate testing during all hours when they are on duty.

DEFINITIONS

Random Testing - Drug and alcohol tests performed on employees/members while on duty and without advanced warning. Employees/members shall be selected randomly by a scientifically valid method that conforms to Department of Transportation Best Practices for DOT Random Drug and Alcohol Testing. The use of a computer-generated list of random employee/member names shall be used to determine whether the employee/member has used alcohol, controlled substance(s), or drugs in a manner that violates this policy.

POLICY

I. Prohibited Conduct

- A. Illegal substance use by an employee/member, whether on or off duty, is prohibited and may result in disciplinary action up to and including dismissal from employment/membership.
- B. Prescribed or over-the-counter drug usage that may result in an employee/member's on-duty impairment is prohibited and may result in disciplinary action up to and including dismissal from employment/membership. It is employee/member's responsibility to consult with their health care provider concerning the possibility of on-duty impairment and report any possible impairment to their supervisor prior to commencing work, functions, and/or services.

Illegal alcohol use by an employee/member is prohibited. In addition, the use of alcohol which leads to on-duty impairment and/or blood alcohol levels elevated beyond acceptable legal federal standards is also prohibited. Alcohol screening will be in accordance with the Department of Transportation Regulations, 49 CFR Part 40. Illegal alcohol usage and/or

on-duty impairment from alcohol may result in disciplinary action up to and including dismissal from employment/membership.

II. Random Testing

- A. All employee/members in safety sensitive positions are subject to random drug and alcohol testing.
- B. At unspecified times, a list of employee/member names required to undergo random testing will be generated by a computer and will be provided to the Department's Health and Wellness Office (HWO) by a third-party vendor contracted by OMS that is beyond the control of the Department.
 - 1. Each employee/member of the population subject to testing has an equal chance to be selected for testing on each occasion random testing is conducted. The selection process will not be affected by or related to any pre-employment testing, testing based on reasonable suspicion, or disciplinary action.
 - 2. Selection of employee/members subject to random testing will be conducted at the rate of 25% of the total number of eligible staff, career personnel, and volunteer members respectively, per fiscal year.
 - 3. Selected employee/members must sign a consent form at the test facility prior to the random drug/alcohol screening and shall disclose usage of any prescribed or over-the-counter medications for non-negative test validation purposes.
 - 4. A selected employee/member's refusal to fully participate in and comply with a random drug and alcohol test without a compelling reason as determined by the HWO will be considered an admission of illegal substance use and is grounds for dismissal from employment/membership.
- C. HWO will immediately contact the affected Duty Chief so that proper notice to the selected employee/member is effectuated and staffing relief for the selected employee/member is initiated. Random drug testing will not negatively impact minimum staffing levels described in the parties' Collective Bargaining Agreement. If staffing coverage for the selected employee/member is not possible, the entire company/station must be taken out of service until the selected employee/member completes the random test process and returns to the company/station. The selected employee/member will have two (2) hours to report to the test facility for random testing upon relief and/or company/station closing.
- D. If the employee/member is on duty but is not in his/her/their assigned workplace, the Staffing Office will use the on-duty roster and/or the assistance of the affected Duty Chief to locate and give notice to the selected employee/member. In this case, the supervisor must ensure the selected employee/member completes the random testing process. Under no circumstances may the supervisor disclose to any other person that the employee/member has been ordered to report for random testing before the Duty Chief notifies the selected employee/member.

- E. An employee/member selected for testing who is on duty or an employee/member in an administrative leave status pending disciplinary action, will not be excused from testing, allowed to reschedule testing, and/or allowed to take sick or any other leave after being notified of testing, except in extremely unusual circumstances that must be approved by the Fire Chief/designee. Extended time to report to the test facility may be authorized by the Duty Chief if the employee/member resides outside of the Metropolitan area. Such circumstances must be documented by the HWO.
- F. If an employee/member is not scheduled to work, or if an employee/member is on previously approved administrative, annual, compensatory, personal, or sick leave, when selected for random testing, they will not be required to test that day. The selected employee/member will be notified and must be tested on their next scheduled workday that the test site is open. Under no circumstances should anyone other than HWO and the affected Duty Chief, including selected employee/member, be informed that employee/member was selected for random testing prior to selected employee/member's return to work/service. The selected employee/member that was previously not scheduled to work is not authorized to resume duties/service until a random test sample is provided.
- G. An employee/member on military leave, approved disability, family medical or sick leave for their own condition, or leave without pay for more than 30 calendar days, shall not be subjected to random testing.

III. Testing Procedures and Reporting Results

- A. Any individual attempting to circumvent the screening process via deception or fraud will be subject to disciplinary action up to and including dismissal.
- B. All sample collections and testing will be conducted in accordance with Department of Transportation Regulations, 49 CFR Part 40.
- C. Drug Tests:
 - 1. Employees/members unable to provide an adequate urine sample will be deemed to have refused to submit unless they provide medical documentation of their inability to submit and further agrees to submit to an alternate test.
 - 2. All departmental employees/members will be advised in writing of their right to obtain an independent testing of their previously collected split sample.
 - a. This independent testing will be conducted at the full expense of the requesting employee/member.
 - b. Written requests for split sample testing must be received by the HWO no later than seven (7) calendar days from employee's/member's notification from the HWO of their positive test result.
 - c. The County's designated MRO will facilitate all requests for independent testing of the split sample, which will be conducted by a federally certified Substance Abuse

Mental Health Services Administration (SAMHSA) laboratory.

D. Alcohol Tests:

All alcohol tests will be conducted in accordance with the Department of Transportation Regulations, 49 CFR Part 40.