

**COUNTY COUNCIL OF PRINCE GEORGE'S COUNTY, MARYLAND**

**1995 Legislative Session**

Bill No. \_\_\_\_\_ CB-96-1995

Chapter No. \_\_\_\_\_ 72

Proposed and Presented by Chairwoman MacKinnon (by request - County Executive)

Introduced by \_\_\_\_\_ Council Members Estep and Del Giudice

Co-Sponsors

Date of Introduction \_\_\_\_\_ October 24, 1995

**BILL**

AN ACT concerning

Collective Bargaining Agreement - Fraternal Order  
of Police Prince George's County Lodge 89, Inc.

For the purpose of approving the labor agreement by and between Prince George's County and Fraternal Order of Police Prince George's County Lodge 89, Inc., to provide for wages and certain other terms and conditions of employment for personnel classifications certified by the Prince George's County Public Employee Relations Board.

BY repealing and reenacting with amendments:

SUBTITLE 16. PERSONNEL.

Section 16-233(f)(2),

The Prince George's County Code

(1991 Edition, 1994 Supplement).

SECTION 1. BE IT ENACTED by the County Council of Prince George's County, Maryland, that Section 16-233(f)(2) of the Prince George's County Code be and the same is hereby repealed and reenacted with the following amendments:

**SUBTITLE 16. PERSONNEL.**

**DIVISION 19. COLLECTIVE BARGAINING.**

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

- (f) The following collective bargaining agreements are hereby adopted and approved:
- (2) Declaration of Approval - Fraternal Order of Police Prince George's County Lodge

89, Inc.

The County Council of Prince George's County, Maryland, having fully considered the labor agreement concluded between Prince George's County and Fraternal Order of Police Prince George's County Lodge 89, Inc., on [April 6, 1994 and the amendment thereto dated June 20, 1994] September 21, 1995, hereby approves said agreement [and the amendment thereto] in accordance with the provisions of Section 13A-109 of the Prince George's County Code.

SECTION 2. BE IT FURTHER ENACTED that this Act shall take effect forty-five (45) calendar days after it becomes law and that the Agreement shall be retroactively effective to July 1, 1995.

Adopted this 21st day of November, 1995.

COUNTY COUNCIL OF PRINCE  
GEORGE'S COUNTY, MARYLAND

BY:

Anne T. MacKinnon  
Chairwoman

ATTEST:

Joyce T. Sweeney  
Clerk of the Council

APPROVED:

DATE: \_\_\_\_\_

BY:

Wayne K. Curry  
County Executive

KEY:

Underscoring indicates language added to existing law.

[Brackets] indicate language deleted from existing law.

AGREEMENT MADE BY  
AND BETWEEN  
PRINCE GEORGE'S COUNTY, MARYLAND  
AND  
FRATERNAL ORDER OF POLICE  
PRINCE GEORGE'S COUNTY LODGE 89, INC.  
July 1, 1995 through June 30, 1996

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## **PREAMBLE AND RECOGNITION**

### A. PREAMBLE

This Agreement is entered into by and between the Prince George's County Government, hereinafter referred to as the "County," and Fraternal Order of Police Prince George's County Lodge 89, Inc., hereinafter referred to as "F.O.P. 89," and has as its purpose the promotion of harmonious relations between the County and F.O.P. 89; the establishment of an equitable and peaceful procedure for the resolution of differences; and includes the agreement of the parties on the standards of wages, hours, and other conditions of employment for the employees covered hereunder.

### B. RECOGNITION

The County recognizes F.O.P. 89 as the sole and exclusive bargaining agent of the sworn employees of the Prince George's County Police Department for which it is certified by the Prince George's Public Employee Relations Board for the purpose of negotiating matters of wages, hours, and other terms and conditions of employment, to wit:

Unit One - Police Officer, Police Officer First Class, Police Corporal

Unit Two - Police Sergeant, Police Lieutenant

## **ARTICLE I**

### **MANAGEMENT RIGHTS AND NONDISCRIMINATION**

Section 1.01 Management Rights. The County has and retains the sole right and responsibility to administer the Police Department to meet the obligations established by Federal and State law, County Charter or County laws and resolutions. Such right and responsibility is limited only to the extent specifically modified in this Agreement.

Section 1.02 Nondiscrimination. 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, religious, union or political affiliation, country of origin, age or physical handicap.

## **ARTICLE II**

### **ORGANIZATIONAL SECURITY**

Section 2.01 F.O.P. 89 Membership. All employees covered by this Agreement who are members of F.O.P. 89 or who elect to become members of F.O.P. 89 shall, pursuant to Section 2.02, remain members of F.O.P. 89 for the duration of this Agreement. Except as provided immediately below, all employees covered by this Agreement who elect not to become members

of F.O.P. 89 shall be required, as a condition of continued employment, to pay a service fee in an amount not greater than the dues paid by members of F.O.P. 89, which fees shall be remitted to F.O.P. 89. Notwithstanding any provision of this Agreement to the contrary, any employee covered by this Agreement who was employed on or before July 1, 1974, and who has never elected to become a member of F.O.P. 89, shall not be subject to the dues deduction and service fee provisions of this Article.

Section 2.02 Checkoff. Upon the presentation by F.O.P. 89 of a list of the individual employees covered by this Agreement for each of whom F.O.P. 89 certifies to have on file a written authorization for dues deduction or service fee deduction duly executed by the employee, F.O.P. 89 shall be entitled to have such employees' membership dues or service fees deducted from their paychecks on a biweekly basis and remitted to F.O.P. 89 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.

In addition, at the written request of F.O.P. 89, made a reasonable time in advance, the County shall deduct special assessments from the paychecks of F.O.P. 89 members covered by this Agreement from whom F.O.P. 89 certifies it has on file duly executed written authorization permitting the deduction of such assessments.

F.O.P. 89 agrees to hold harmless and indemnify the County for any liability arising from the application of this Article.

Section 2.03 F.O.P. 89 Leave. Subject to the conditions set forth herein, employees covered by this Agreement may be granted administrative leave for official F.O.P. business, including attendance at workshops, conventions, conferences and seminars. In order for this leave to be granted, the President of F.O.P. 89 must deliver to the Chief of Police a written request for the leave at least ten (10) working days before the leave is to begin, except that the ten (10) day period shall be waived where there exist exigent circumstances that prevent giving ten (10) days of notice, and then the request must be submitted as soon as possible. The written notice must also, at a minimum, specify the employees for whom the leave is requested, the duration of the leave period and a brief description of the nature of the event for which this leave is requested. Administrative leave shall be limited to eight (8) F.O.P. 89 members for the purpose of attending national conventions and conferences and to ten (10) F.O.P. 89 members for the purpose of attending local and state conventions and conferences per fiscal year.

The County will provide an administrative leave bank of one thousand (1,000) hours per fiscal year for use pursuant to this Section 2.03. No administrative leave will be granted pursuant to this Section 2.03 when the one thousand (1,000) hours has been used up during a fiscal year, and any unused balance in the bank at the close of the fiscal year may not be carried forward for use during the next year. All requests for administrative leave pursuant to this Section 2.03 are subject to the approval of the Chief of Police or his designee. The parties agree that the F.O.P. will not request administrative leave under this Section for business or activities that are detrimental to the Department.

Section 2.04 F.O.P. 89 Communications. Provided always that the distribution needs of the Police Department be paramount, F.O.P. 89 will be permitted to use the Police Department's courier service for distribution of Official F.O.P. 89 communications; however, the courier service will not be responsible for mass distribution of individually addressed communications. Further, the F.O.P. 89 Lodge will be designated as a pickup and delivery site for interdepartmental mail on the route of the courier service. The parties understand that the courier service will not be used for the delivery of packages.

Section 2.05 F.O.P. 89 Information Dispersal. The County agrees to allow reasonable bulletin board space in each squad room for F.O.P. 89 newsletters, notices, and literature.

Section 2.06 Notice of Policy Change by County. The County agrees to consult with F.O.P. 89 before making changes in general orders as defined by General Order 69-1 or benefits affecting employees.

Section 2.07 F.O.P. 89 President

- A. The President of F.O.P. 89 shall be granted a full-time leave of absence from his/her duties for the Police Department, but shall remain on the payroll of the Police Department for the purposes of performing full-time duties as President of F.O.P. 89. During such paid leave, the President shall continue to accumulate seniority and shall receive all benefits as if he/she were fully on duty including, but not limited to, pension accruals and fringe benefits.
- B. If the F.O.P. 89 President is absent from normal duties on approved leave for a period of more than three (3) consecutive days, the F.O.P. 89 President may designate in writing to the County an F.O.P. 89 Board Member who shall act as F.O.P. 89 President in his/her absence. The County agrees that upon receipt of written designation by the F.O.P. 89 President, the County will place on administrative leave the F.O.P. 89 Board Member so designated by the F.O.P. 89 President in lieu of the President for each day that leave is announced.

Section 2.08 F.O.P. Pins. Employees shall be allowed to wear an F.O.P. pin on their official Police Department uniforms above their name tags.

Section 2.09 F.O.P. Lodge 89 PAC Deductions. The County agrees to deduct on a bi-weekly basis from the payroll checks of employees covered by this Agreement who so request in writing voluntary contributions to the Fraternal Order of Police Lodge 89, Inc. PAC fund. F.O.P. 89 agrees to indemnify and hold harmless the County from any loss or damages arising from the operation of this Section.

**ARTICLE III**

**COMPLIANCE AND WORKING CONDITIONS**

F.O.P. 89 agrees that its members shall comply with County rules and regulations, including those relating to conduct and work performance, and that all employees represented by it shall maintain an attitude of civility and politeness to all citizens.

**ARTICLE IV**

**WAGES**

Section 4.01 Wages.

- A. No employee covered by this Agreement will receive a cost of living adjustment during the period from July 1, 1995 through June 30, 1996.
- B. Wage Scale for Police Officers. Modifications to the Uniform Wage Scale as described in Attachment A, attached hereto, were effective beginning July 1, 1994.
- C. Merit Increases. No employee covered by this Agreement will receive a merit step increase during the period from July 1, 1995, through June 30, 1996.

Section 4.02 Contribution to Retirement Trust Fund. Effective the first full pay period beginning on or after July 1, 1995, the employee contribution to the retirement trust fund shall increase from four percent (4%) to five and one-half percent (5 1/2%) of salary.

The pension contribution rate for officers hired after June 30, 1995 will be as follows: eight percent (8%) for the first five years of employment; seven percent (7%) for the next five years of employment; and thereafter the same rate as other officers.

Section 4.03 Group Health Insurance Coverage.

- A. The County shall contribute seventy-five percent (75%) to the cost of the County's health insurance program (CountyCare Choice) for any employee who elects to participate in the program. Participating employees shall contribute the remaining twenty-five percent (25%).

A joint committee of the F.O.P. 89 and the County shall be established to develop an indemnity health plan with enhanced coverage beginning July 1, 1994, with the County to contribute the same dollar amount as the County pays for the current indemnity health plan described in the paragraph immediately above and the employee to pay the remaining cost.

- B. For those employees who elect to enroll in a prepaid group health plan or Health Maintenance Organization (HMO), the current \$3/\$6/\$9 contribution rate for HMOs will

continue for health insurance through December 31, 1994. Effective in December, 1994 for coverage in January, 1995, the employee's share will increase to fifteen percent (15%) of the total cost of each plan, but in no event more than one hundred and ten percent (110%) of the FY94 amounts that represent fifteen percent (15%) of the cost of each plan.

- C. The County shall contribute ninety percent (90%) to the County deductible prescription and optical care programs for any employee or retiree who elects to participate in either program. The participating employee or retiree shall contribute the remaining ten percent (10%).

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

The County agrees to meet and consult with the F.O.P. for a reasonable period of time before implementing changes in health benefits provided to employees covered by this Agreement. The parties shall establish a committee for purposes of these discussions if either party deems it desirable.

Section 4.04 Acting Pay. When an employee below the rank of Captain is asked to assume, and does in fact assume the duties of a Sergeant (or higher rank) in an acting capacity for a period of ten (10) consecutive days or more (including scheduled days off, approved holidays, approved sick leave of two (2) days or less, and approved emergency annual leave, but excluding time for which an employee is otherwise on leave status), he/she shall receive, retroactive to the first (1st) day in the acting capacity, a rate of pay equal to the rate he/she would receive upon promotion to the acting rank, and he/she shall continue to be paid at that rate until relieved of the position by the person for whom he/she is acting, or by a person of rank equal to that position, or by a superior authority, except he/she shall not receive acting pay after being on leave status for more than five (5) consecutive days, and provided further that no acting pay is authorized for any employee who is acting in the absence of another employee who is on extended approved leave for the purpose of F.O.P. 89 business.

Acting Pay Pending Promotions: All vacancies caused by permanent departure from the Department -- retirement, discharge, promotion or other (excluding FBI school and disability leave) -- will be filled within ninety (90) days of the vacancy or within ninety (90) days of the 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 4.05 Standby Pay. An officer who is directed by management to stand by during off duty hours and who does stand by as directed shall receive twelve and one-half percent (12

1/2%) of the officer's base hourly straight-time rate for all hours on standby, provided, however,

that an officer who is called back to active duty while on standby shall receive no standby pay for up to a sixteen (16) hour period of time that the employee was on standby.

Notwithstanding the previous paragraph, during FY96 (July 1, 1995 through June 30, 1996) employees covered by the Agreement eligible to receive standby pay shall receive six and one-quarter percent (6.25%) of the officer's base hourly straight time rate instead of twelve and one-half percent (12 1/2%).

Section 4.06 Call-Back Pay. An employee who is called back to work from off-duty and does in fact perform duties on behalf of the Prince George's County Police Department during his/her normal off-duty hours shall be paid for a minimum of three (3) hours at one and one-half (1 1/2) times his/her regular rate of pay. This provision shall not apply to administrative hearings or disciplinary procedures. However, management will attempt to schedule such hearings and/or procedures during the normal duty hours of the officer, or at a time mutually agreeable to both parties.

Where an officer is required by the Department to appear as a witness on behalf of the Department at a Trial Board or at a Joint Appeal Board pursuant to Article XVI (Promotion Procedures), the Department, where feasible, will adjust the officer's work schedule to permit the officer to appear during scheduled work hours. Where that is not feasible, the officer will be compensated in compensatory leave at the straight-time rate for the time the officer is required by the Department to appear unless applicable Federal or State Law requires otherwise. When the Department requires an officer to attend a trial board during off duty hours as a witness on behalf of the charged officer, the witness will receive compensatory leave at the straight-time rate for the time he/she is required to attend the trial board.

Section 4.07 Holiday Administration.

- A. Holidays and Holiday Compensation. The Personnel Law establishes the regular holidays for County employees including those employees covered by this Agreement.

Effective the first year of the agreement, which begins on July 1, 1989, an additional holiday, entitled "Police Memorial Day," will be recognized and observed on May 15 of each year as a County holiday for employees covered by this Agreement.

Eligible employees shall receive straight-time pay for each of the designated holidays on which they perform no work.

Employees eligible for holiday pay who work on a holiday shall have the option of either (a) being paid at one and one-half (1 1/2) times their regular rate of pay for each hour worked (except overtime) in addition to the holiday pay described above, but shall not receive another day off, or (b) being paid at one and one-half (1 1/2) times their regular rate of pay for each hour worked (except overtime) and receiving another day off. Any overtime performed by an employee on a holiday shall be compensated in accordance with the employee's regular overtime rate (i.e., no pyramiding).



If a holiday falls on an employee's regular day off, the employee shall receive an extra day's pay at straight-time for the day, or, at the employee's option, another day off.

During FY96, the holiday pay provisions contained in the two paragraphs immediately above will be adjusted as follows:

1. If the officer works on a holiday, the officer may elect to receive one and one-half (1 1/2) times the officer's base rate of pay plus one-half (1/2) of the number of hours in the officer's normal daily work schedule in annual leave or to receive straight time for hours worked plus compensatory leave at the straight time rate for hours worked plus annual leave for one-half of the number of hours worked.
2. If the holiday falls on the officer's normally scheduled day off, the officer will not receive an extra day's pay or another day off as provided by the original agreement but instead will receive one-half (1/2) of the number of hours in the officer's normal daily work schedule in annual leave.

B. Holiday Work Scheduling

1. Bargaining unit members assigned to work shift work in the Bureau of Patrol are entitled to the opportunity to work all holidays on which they are normally scheduled to work, and will be paid for these holidays actually worked pursuant to the provisions of subparagraph A of this Section 4.07.
2. Bargaining unit members assigned to the Bureau of Support Services, except for the Informational Services Division, are entitled to the opportunity to work at least seven (7) holidays during each fiscal year, provided that the holidays fall on their regularly scheduled work days, and will be paid for those holidays actually worked pursuant to the provisions of subparagraph A of this Section 4.07. The determination as to which observed holidays bargaining unit members covered by this subparagraph B.2. are actually scheduled to work will be determined by the Department, consistent with operational needs. The seven (7) holidays referenced in this subparagraph are meant as a minimum, and officers covered by this subparagraph may be scheduled by management to work more than seven (7) holidays in a year when needed.
3. Bargaining unit members assigned to the Bureau of Administration, the Informational Services Division, the Office of the Chief, or the Bureau of Patrol in a non-rotating shift function, are entitled to the opportunity to work at least four (4) holidays during each fiscal year and will be paid for those holidays actually worked pursuant to the provisions of subparagraph A. The determination as to which observed holidays bargaining unit members covered by this subparagraph B.3. are actually scheduled to work will be determined by the Department, consistent with operational needs.

- C. Holiday Observance. Whenever Christmas Day, New Year's Day or July 4th falls on a weekend and is celebrated by the County on the preceding Friday or following Monday,

employees who work either on the day the holiday falls or on the day it is celebrated shall be entitled to subparagraph A above. Employees who work both the day the holiday falls on and the day it is celebrated shall be entitled to subparagraph A benefits only as to the first such day worked.

Section 4.08 Overtime Pay. Any employee, in either bargaining unit, who works in excess of eighty (80) hours in a pay period, shall have the option of receiving pay at the rate of one and one-half (1 1/2) hours for each overtime hour, or receiving compensatory time at the rate of one and one-half (1 1/2) hours of each hour worked.

Section 4.09 Shift Differential.

- A. A shift differential of two dollars and thirty cents (\$2.30) per hour shall be paid for all time worked on the first (1st) shift (i.e., the night shift - 2200 hours to 0800 hours) to each employee specifically assigned to work the first (1st) shift.
- B. A shift differential of one dollar and thirty cents (\$1.30) per hour shall be paid for all time worked on the third (3rd) shift (i.e. the evening shift, beginning at 1500 hours) to each employee specifically assigned to work the third (3rd) shift.
- C. The shift differential provided for in this Article IV shall not be considered to be part of the employee's base rate, nor shall they be applied to pay for non-productive hours such as holiday pay and annual and sick leave pay, nor shall they be used for the purpose of computing retirement deductions, retirement and insurance benefits, or educational incentive pay.
- D. When the hours worked fall within the third (3rd) and first (1st) shifts, the employee shall be paid for all such hours at the shift differential rate which coincides with the majority of the hours worked, except that if exactly half the hours worked are in each of the third (3rd) and first (1st) shifts, the higher differential rate shall apply for the entire number of hours worked.
- E. Any employee specifically assigned to the second (2nd) shift (i.e., the day shift - 0700 hours to 1700 hours) shall not be entitled to a shift differential.

Section 4.10 Court Time Compensation. The following provisions govern compensation for court time when an officer is off duty:

- A. When an officer is required to attend Court or judicial proceeding while off duty, said officer shall be paid at time and one-half his/her normal rate of pay and shall be guaranteed a minimum of three (3) hours pay at time and one-half (i.e., four and one-half (4 1/2) hours).

- B. In determining the number of hours beyond three (3) that an officer is entitled to, the clock shall begin to run when an officer is first required by subpoena or otherwise to attend court or judicial proceedings and shall continue without interruption throughout the day until the end of the last court appearance of the officer that day.
- C. For court time beyond three (3) hours, the officer shall be compensated in thirty (30) minute segments as described below:

Hours of Pay Pursuant

<u>Time Beyond 3 Hours</u>	<u>to Paragraphs 2 &amp; 3</u>
0-15 minutes	0
16-45 minutes	30 minutes
46-60 minutes	60 minutes

- D. An officer may elect to take compensatory time in lieu of compensation for all hours or partial hours earned.
- E. An officer has sixty (60) days to use such court earned compensatory time. If the officer does not use or is unable to use such compensatory time within sixty (60) days or if he/she is denied the use of compensatory time on two occasions, he/she shall be entitled upon request to receive court time compensation payable in the manner described above.
- F. An officer involved in court or judicial proceedings during a regular assigned tour of duty and required to remain at the proceedings as an extension of his/her normal work day shall receive overtime pursuant to Section 4.08 of this Agreement.
- G. An officer who is required to attend Court or a judicial proceeding while off duty and who would otherwise be eligible for court time compensation under Section 4.10 may elect to remain on telephone standby without compensation so long as the officer makes the necessary arrangements with the State's Attorney's Office.

Section 4.11 Workweek. The workweek is the seven (7) consecutive day period commencing at 12:01 a.m. Sunday, and ending the following Saturday midnight. The standard number of hours in a workweek shall be forty (40) hours. Although full-time employees assigned to shift work may not work exactly forty (40) hours in a workweek, the number of hours in the workweek of employees on such rotating shifts shall average forty (40) hours a week over the year.

Section 4.12 Field Training Officer Compensation. Employees covered by this Agreement will receive a differential of seventy-five cents (\$.75) per hour for all hours in which they serve as a Field Training Officer, with this differential to be paid bi-weekly.

Section 4.13 Fitness Indicator Test (FIT) Program. Based on the standards in effect on March 1, 1989, the County will compensate employees who pass (minimum score of two (2)) the four (4) objective components (run, sit-ups, push-ups and flexibility) of the annual Fitness Indicator Test according to the following schedule:

Average score of 3 or better -- \$100  
Average score of 4 or better -- \$200  
Average score of 5 or better -- \$400

Additionally, any officer hired after December 31, 1989 must pass annually all eight (8) components of the FIT Program with at least a score of two (2) in each of the eight (8) areas (based on the standards in effect on March 1, 1989) in order to receive an anniversary merit increase in pay and in order to be eligible for promotion.

## **ARTICLE V**

### **LEAVE**

Section 5.01 Sick Leave and Bereavement Leave. Sick leave and bereavement leave policies shall be administered in accordance with the Personnel Law, except that the first three (3) days of bereavement leave taken upon the death of a parent, spouse or child will be administrative leave rather than sick leave, and provided further that the sick leave and bereavement leave benefits in effect on the effective date of this Agreement may not be reduced for employees covered by this Agreement during the term of this Agreement.

Section 5.02 Annual Leave. Annual Leave policies shall be administered in accordance with the Prince George's County Personnel Law, except that beginning with the 1992 leave year (i.e., 1992 into 1993) a maximum of one hundred twenty-five (125) days of accumulated annual leave may be carried over from one leave year to the next by employees covered by this Agreement. Beginning with the 1993 leave year (i.e., 1993 into 1994), annual leave carryover is increased from one hundred twenty-five (125) days to one hundred thirty (130) days.

Section 5.03 Leave of Absence. Leave without pay may be granted for up to one (1) year when just cause for such leave is shown by the employee. Such leave shall be requested in writing and shall be subject to approval of the Chief of Police or his designee and such approval shall not be unreasonably withheld. The Chief of Police has the right to set reasonable limits on such leaves.

Section 5.04 Family and Medical Leave. Employees covered by this Agreement are entitled to family and medical leave as provided in the County Personnel Law.

Section 5.05 Discretionary Leave.

- A. Effective July 1, 1995, employees covered by this Agreement shall be eligible for one and one-half (1 1/2) days of Discretionary Leave per fiscal year. Discretionary Leave may be taken in one (1) hour increments, must be requested and approved in advance, and unused Discretionary Leave cannot be carried over from one year to the next.
- B. Effective July 1, 1995, employees covered by this Agreement who have been employed as

Prince George's County Police Officers for ten (10) or more years shall be eligible for one and one-half (1 1/2) days of Discretionary Leave per fiscal year in addition to the one and one-half (1 1/2) days of Discretionary Leave described in subparagraph A above, subject to the same limitations described in subparagraph A above.

C. The discretionary leave year shall be the wage reporting year.

Section 5.06 Disability Leave. Effective July 1, 1987, Disability leave policies shall be administered in accordance with the Personnel Law, provided, however, that, for good cause shown, the Personnel Officer may grant up to two (2) additional ninety (90) day periods of disability leave to an officer who has petitioned the Police Chief and has received the Chief's recommendation for additional leave.

Effective with the enactment of the new labor agreement for FY90, the Department will designate someone from management who will have responsibility for making a preliminary determination as to whether an injury qualifies for disability leave. The Department will make good faith efforts to make the determination within two (2) working days after all reports and necessary documentation are submitted for review.

When an employee is injured on the job and unable to work, the employee will be placed on disability leave. Where the illness or injury subsequently is determined to be non-service connected or of such a nature as not to require the employee to remain off of work, the employee will be returned to work but not backcharged sick or annual leave for the period of time the employee was on disability leave.

Section 5.07 Additional Leave Provision. When the County Executive closes the County offices for an entire day or any portion thereof, because of extreme inclement weather, other emergencies producing hazardous conditions, or for any other reason, essential employees covered by this Agreement will report to their established work sites and will be paid straight-time wages for hours worked on their regular work shifts. In addition, such employees who work their full regularly scheduled shift during the twenty-four (24) hour period beginning at 6:00 a.m. of the day of the full or partial closing shall be entitled to the number of hours of compensatory leave (up to ten (10) hours per employee per twenty-four (24) hour period depending on the employee's regular work schedule) equal to the number of hours of administrative leave granted to nonessential County employees. For purposes of this subsection, the County workday will be considered ended at 5:00 p.m.

If the employee is directed by the Employer to work any number of hours over and above the employee's regularly scheduled work shift during the aforementioned twenty-four (24) hour period, the employee shall not be entitled to any additional grant of compensatory leave by virtue of the full or partial closing. Rather, the appropriate premium rate, if any, shall apply to such hours.

Compensatory leave earned pursuant to this subsection shall be used in accordance with all applicable rules and regulations.

The F.O.P. will be notified of all delayed openings and emergency closings and a teletype will be initiated.

## **ARTICLE VI**

### **SAFETY AND HEALTH**

- A. The County and F.O.P. 89 recognize and understand that because of the nature of the work performed by employees covered by this Agreement, the promotion of safety and health in the work environment is an important and mutually desirable objective.

The County and the F.O.P. 89 therefore agree to cooperate to the fullest extent in the promotion of safety and health.

- B. The County and F.O.P. 89 further agree to establish a joint Police Department/F.O.P. 89 Safety and Health Committee for the purpose of promoting job and safety health. The Committee shall consist of six (6) members, three (3) representing the County and three (3) representing F.O.P. 89. The County's representatives shall be the Labor Commissioner, or his designee; the Chief of Police, or his designee, and an additional designee of the Police Chief. The F.O.P. 89 representatives shall be the F.O.P. President and two (2) members designated by him to serve on the Committee. Any member so designated shall serve for a term of at least one (1) year. The Labor Commissioner and the F.O.P. 89 President shall Co-chair the Committee. The Committee shall meet on a regular quarterly basis to study and/or investigate issues of safety and health. The Co-chairmen shall confer prior to each meeting and agree upon a meeting agenda no later than one (1) week prior to the next scheduled meeting. Both the County and F.O.P. 89 may place safety and health issues on the agenda. The Committee shall issue quarterly written reports including specific recommendations, when appropriate, to the County Executive concerning safety and health issues which are on the agenda, but nothing contained herein shall be construed to require the County to take any action on the Committee's recommendations. The County will explain to F.O.P. 89 in writing its actions or inactions on recommendations that are submitted to the County Executive by the joint Police Department/F.O.P. 89 Safety and Health Committee.

## **ARTICLE VII**

### **ISSUED EQUIPMENT**

- A. The County agrees to supply one (1) shotgun per beat and to provide for quarterly inspection of same.
- B. The County agrees to equip each police vehicle with a microphone which will operate the public address system.

C. Belt Brackets for Radios

In all initial issues of clothing and equipment to an employee covered by this Agreement, the employee will be provided a belt bracket apparatus for his or her radio. In addition, the County will issue the belt bracket apparatus at the rate of twenty (20) per month for the period covered by this Agreement to employees who had previously been issued the radio case.

D. Shotgun Brackets

During the period covered by this Agreement, the County will install, at the rate of two hundred (200) per year, shotgun brackets in uniformed, marked, patrol vehicles that are intended to be used as patrol vehicles.

E. Replacement of Issued Equipment Lost or Stolen

Replacement of issued equipment lost or stolen through no fault of an officer will be made pursuant to the County Code and Departmental policy.

F. Required Equipment

The Department will provide any equipment it requires an employee to use because of an assignment to a special unit or position.

## ARTICLE VIII

### CLOTHING ALLOWANCE

- A. All clothing allowances provided for herein are for the purchase of clothing and leather goods to supplement the uniform items issued to bargaining unit members, routine uniform maintenance, and replacement of uniform items rendered unserviceable through normal wear and tear. Replacement of uniform items damaged during the performance of duty will be accomplished pursuant to departmental policy. New uniform items required by a change in the uniform will be provided by the Department at no cost to the officer. Blue utility uniforms may be worn by officers working on the first (1st) shift (i.e., midnight shift - 2200 to 0800) and on the third (3rd) shift (i.e., evening shift ) in accordance with departmental regulations. Officers working secondary employment in uniform may also wear the blue utility uniform, regardless of the shift during which the secondary employment is performed. Officers who elect to wear blue utility uniforms as authorized above are responsible for the purchase, care, upkeep and replacement of the uniforms. All clothing allowances paid pursuant to this Article shall be disbursed in advance in two (2) equal installments in July and January of the applicable fiscal year.
- B. A clothing allowance of nine hundred twenty-five dollars (\$925.00) shall be disbursed during Fiscal Year 1996.

**ARTICLE IX**

**TEC PAY**

There is one category of TEC pay which shall be paid to members of the E.S.T. unit, officers on motorcycle duty, and canine handlers. TEC pay shall be increased to the total amount of six hundred fifty dollars (\$650.00) per year, per qualifying officer, and shall be paid in two (2) equal installments at the same time the clothing allowance is paid.

The County will pay breathalyzer operators two hundred dollars (\$200.00) per year, per qualifying officer, which shall be paid in two (2) equal installments at the same time the clothing allowance is paid.

Qualifying officers shall be those assigned to the units referenced above as of the first (1st) day of the month in which payments are to be made. TEC pay shall not apply to those assigned to the scooter patrol.

**ARTICLE X**

**JOB DESCRIPTION**

No job description shall be changed or modified without F.O.P. 89 having prior knowledge of such change.

The Chief of Police will issue a directive to all appropriate supervisory personnel indicating that with the exception of officers who are assigned to light duty, sworn police officers should not normally be assigned to fill in, even on a short term basis, for civilian employees and that all reasonable steps should be taken to avoid using sworn police officers in these positions, including borrowing civilian employees from other assignments to fill in for temporary vacancies where reasonable.

**ARTICLE XI**

**SEVERANCE PAY**

Severance Pay policies shall continue to be administered in accordance with the Prince George's County Personnel Law.

**ARTICLE XII**

**ROSTER**

A roster of all members of the units represented by F.O.P. 89 shall be compiled quarterly by the County showing each member's name and his/her length of service with the Police Department.



## **ARTICLE XIII**

### **LATERAL TRANSFERS**

Police officers wishing to move laterally into entry-level positions with the Prince George's County Police Department from another jurisdiction shall be required to take an appropriate written and physical examination. Subject to both the approval of the County Executive and the County Council by separate resolution, the Personnel Officer may negotiate personnel agreements for reciprocal transfers at the entry level with other governmental agencies which adhere to a competitive personnel system.

## **ARTICLE XIV**

### **PERSONNEL FILES**

Section 14.01 Review. By appointment with an appropriate person in the Office of Personnel, 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. When the personnel file of an officer covered by this Agreement is reviewed or accessed in conjunction with a judicial or quasi-judicial proceeding, or by or at the direction of management, the officer will be notified in writing in a timely fashion which shall be within five (5) working days unless the review is necessary for an investigation of confidential or criminal matters.

Section 14.02 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 in writing by the employee.

Section 14.03 Motor Vehicle Accidents. With respect to any discipline relating to police motor vehicle accidents, any such derogatory information two (2) years old or older shall be removed from the employee's personnel file if requested to do so in writing by the employee.

## **ARTICLE XV**

### **EDUCATION INCENTIVE**

Section 15.01 Policy. It is the opinion of Prince George's County and F.O.P. 89 that a program of tuition assistance and education incentive serves to attract superior personnel to the Prince George's County Police Department and to further develop and upgrade the present law enforcement system in the County. The parties agree that the program and its established guidelines encouraged all police officers to seek and attain academic degrees and higher levels of education and training.

Section 15.02 Approved Schools. All coursework for which tuition assistance is approved, must be taken at the University of Maryland or Prince George's Community College; except that tuition assistance may be approved for coursework taken elsewhere, provided:

1. The tuition assistance payment does not exceed the non-County resident tuition fee for Prince George's Community College.
2. Previous approval of the Police Chief has been obtained.

Section 15.03 Approved Curricula. Coursework for the Education Incentive Pay Program must lead to one of the following degrees: Associates, Bachelors or Graduate in

Police Science or Administration; Criminology; Business or Public Administration; or other curricula approved by the Chief of Police.

In addition, any degree other than those identified above may be accepted by the Chief of Police; provided that if at least eighteen (18) credit hours are taken in direct job-related courses, the degree shall be accepted by the Chief of Police.

Section 15.04 EIP Program A.

- A. Employees employed as of July 1, 1978 who have received college credits and/or are receiving Education Incentive Pay prior thereto shall be covered by EIP Program A, which provides for the following method of compensation:

15-29 college credits	5% inc.	-base salary
30-59 college credits	7.5% inc.	-base salary
60 or A.A.	10% inc.	-base salary
B.A./B.S.	15% inc.	-base salary
B.A./B.S. + 30 grad. hrs. or M.A./M.S.	20% inc.	-base salary

- B. Employees receiving as of June 30, 1978 EIP benefits shall retain those benefits for the duration of this Agreement regardless of the degree of curriculum..
- C. Subsequent to July 1, 1978, once an employee satisfactorily completes the coursework required to achieve the next higher benefit level in Program A, he/she shall thereafter retain the higher benefit.

Section 15.05 EIP Program B.

- A. Employees employed as of July 1, 1978 who are not eligible for EIP under Section 15.04 above and employees employed after such date shall be subject to EIP Program B, which provides for the following method of compensation:

<u>Credit Hours Earned</u> <sup>1/</sup>	<u>Compensation</u>	<u>Status</u>
15-29 college credits	2.5% inc. base salary	Temporary <sup>2/</sup>
30-59 college credits	5% inc. base salary	Temporary <sup>2/</sup>
60 credits or A.A.	5% inc. base salary	Permanent
B.A./B.S.	10% inc. base salary	Permanent

<sup>1/</sup> Credit hours or their equivalent as established by the respective school.

<sup>2/</sup> To be temporarily compensated subject to continuation of education; i.e., taking at least one (1) course per each twelve (12) consecutive month period.

B. In order to receive benefits under Program B, an employee must pursue an approved degree as identified in Section 15.03.

C. In order to receive benefits under Program B, employees must maintain academic good standing, provided that once an employee satisfactorily completes an A.A. degree or sixty (60) credit hours he/she shall thereafter retain those benefits.

Section 15.06 Eligibility for E.I.P.

A. Any employee who is not presently receiving education incentive pay but who has successfully completed at least one (1) course in an approved curricula by July 23, 1981 (see Section 15.03 of the existing agreement) while an employee of the department shall be eligible for EIP Program B benefits if he or she completes the required number of credits on or before June 30, 1982.

B. Any employee who is not presently receiving education incentive pay and who has not successfully completed at least one (1) course in an approved curricula while an employee of the department by July 23, 1981, shall not be eligible for any EIP program.

C. Any employee receiving education incentive pay or eligible to receive education incentive pay as of June 30, 1982 shall have such education incentive pay frozen at the applicable dollar amount effective June 30, 1982. Thereafter, each such employee shall continue to receive as education incentive pay the dollar amount existing on June 30, 1982.

**ARTICLE XVI**

**PROMOTION PROCEDURES**

A Joint Study Committee, comprised of equal numbers of representatives named by the County and F.O.P. 89, not to exceed a total of three (3) from each party, shall be established to review current promotional procedures and to make recommendations to the Chief of Police concerning promotion procedures. Said Committee shall meet quarterly.

Section 16.01 Written Examination Appeal Process.

- A. The initial written appeal of any question from a written promotional examination must be filed by the aggrieved officer with the Police Department's Personnel Division Director within five (5) working days of test review. This initial appeal shall result in the review of appealed questions, said review to be performed by Command Staff personnel selected by the Personnel Division Director. The findings of this review shall be rendered within ten (10) working days of the deadline for filing initial appeals, and these findings shall be provided, in writing, to the employee who filed the appeal. Copies of any granted appeal shall be made available to any employee who took the examination and may be affected by said granted appeal.
- B. An aggrieved officer may request a second review of any appealed question, including a second review of any granted appeal, by submitting a written request for such second review with the Joint F.O.P./Command Staff Appeal Board ("Joint Appeal Board"). Such requests for a second review must be filed within five (5) working days of distribution of the findings of the initial review under paragraph A above, and must be directed to the Joint Appeal Board c/o the Personnel Division Director.
- C. The Joint Appeal Board shall review all questions that are subject to a request for a second review and shall notify the aggrieved officer of its findings in writing within seven (7) working days of the closing date for filing requests with the Joint Appeal Board. Copies of the Board's written findings shall be made available to any employee who took the examination and may be affected by said appeal. The decisions rendered by the Joint Appeal Board shall be final and binding and not subject to further appeals to the Personnel Board or through the Grievance and Arbitration Procedure of this Agreement.
- D. The Joint Appeal Board shall be composed of five (5) members, including three (3) members of the F.O.P. holding the rank of Sergeant and/or Lieutenant and two (2) members of the Command Staff. The F.O.P. members serving on the Joint Appeal Board shall be selected by the F.O.P. President, and the Command Staff members serving on the Joint Appeal Board shall be selected by the Chief of Police.

Section 16.02 Performance Evaluation Appeal Process. An aggrieved officer who wishes to appeal the results of a performance evaluation may do so by filing a written appeal with the Joint F.O.P./Command Staff Appeal Board (described in Section 16.01) within five (5) working days of receiving the performance evaluation. Such appeals should be directed to the Joint Appeal Board c/o the Personnel Division Director. The Joint Appeal Board shall consider each appeal and issue its findings in writing within twenty (20) working days after receiving the appeal. As part of the appeal, employees may request an opportunity to address the Joint Appeal Board in person. The decisions rendered by the Joint Appeal Board shall be final and binding and not subject to further appeals to the Personnel Board or through the Grievance and Arbitration Procedure of this Agreement.

Section 16.03 Extension of Time Limits. The time limits set forth in Sections 16.01 and 16.02 may be extended by agreement of the parties as needed.

## **ARTICLE XVII**

### **INTERNAL AFFAIRS INVESTIGATIVE PROCEDURES**

A Joint Study Committee, comprising equal numbers of representatives named by the County and F.O.P. 89, not to exceed a total of three (3) from each party, shall be established to review, and where necessary, to make recommendations to the Chief of Police to revise current Internal Affairs Investigative Procedures.

## **ARTICLE XVIII**

### **PERSONAL PATROL CAR PROGRAM**

#### **MODIFICATION OF SPECIAL ORDER 71-12**

Special order 71-12 pertaining to the personal patrol car program shall be modified as follows:

- A. Paragraph II A 1 (page 2) shall be amended to allow more than two (2) vehicles to be parked at F.O.P. 89 Headquarters.
- B. Paragraph II C 8 (page 5) shall be amended in part to read "Such service should be performed on the officer's off-duty time whenever practicable, AND WHEN NOT PRACTICABLE, TO BE PERFORMED ON DUTY TIME WITH THE PERMISSION OF THE APPROPRIATE SUPERVISOR."

The parties agree to create a joint study committee consisting of representatives of the Department, the FOP and other parties appointed by the Chief Administrative Officer that will examine and issue recommendations (for consideration by the Chief of Police and for forwarding to the County's Chief Administrative Officer) concerning the personal use of police vehicles outside of the County for all purposes by officers who reside in the County and for commuting purposes by officers who reside out of the County. In addition, the Committee will issue recommendations on the assignment of specific police vehicles to officers who reside out of the County and on shortening the period of time in which new officers receive their cars. The Committee shall issue its recommendations to the Chief for forwarding to the Chief Administrative Officer no later than June 30, 1994, and acceptable recommendations will be implemented by the end of calendar year 1994.

## **ARTICLE XIX**

### **DEATH AND DISABILITY PAYMENTS**

The County will administer Death and Disability benefits in accordance with the Personnel Law and Article 101 of the Annotated Code of Maryland.

Effective July 1, 1987, the five thousand dollar (\$5,000) 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) to an employee's designated beneficiary should the officer be killed in the line of duty.

## **ARTICLE XX**

### **GRIEVANCE AND ARBITRATION PROCEDURE**

Section 20.01 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 or a claimed violation, misinterpretation or misapplication of the rules or regulations of the County affecting the terms and conditions of employment.

Section 20.02 Exclusive Procedure. The provisions of this grievance procedure shall be the only grievance procedure applicable to the employees covered by this Agreement.

Section 20.03 Grievance Procedure. Grievances shall be presented and adjusted in the following manner:

Step 1. Within fourteen (14) days after the event giving rise to the grievance or within fourteen (14) 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 F.O.P. 89 steward, may discuss the grievance with the employee's Captain. The Captain shall attempt to adjust the matter and shall respond orally to the employee within two (2) days.

Step 2. If the grievance has not been settled at Step 1, a written grievance may be filed, signed by the aggrieved employee and the employee's accredited F.O.P. 89 steward, and presented to the appropriate Major in the chain of command within three (3) days after receipt of the answer in Step 1 or within three (3) days of when the answer was due. The Major receiving the grievance shall meet with the employee and the employee's accredited F.O.P. 89 steward and render a decision in writing not later than seven (7) days after the receipt of the grievance.

Step 3. If the grievance has not been settled at Step 2, a written appeal signed by the employee and the employee's accredited F.O.P. 89 steward may be filed with the Chief of Police within five (5) days after the receipt of the answer at Step 2 or within five (5) days of when the answer was due. The Chief of Police, or his designee, shall meet with the employee and a committee including the employee's accredited F.O.P. 89 steward, F.O.P. 89 President and/or

F.O.P. 89 officers and render a written decision within ten (10) days after receipt of the written appeal.

Step 4. If the grievance has not been settled at Step 3, a written appeal signed by the employee and the employee's accredited F.O.P. 89 steward may be filed with the Labor Commissioner within five (5) days after receipt of the answer at Step 3 or within (5) days of when the answer was due. The Labor Commissioner or his designee, shall meet with the employee and a committee including the employee's accredited F.O.P. 89 steward, F.O.P. 89 President, and/or F.O.P. 89 officers and render a written decision within ten (10) days after the receipt of the grievance.

Step 5. If the grievance is not settled at Step 4, F.O.P. 89 may request arbitration, giving written notice to the Labor Commissioner within ten (10) days after receipt of the answer at Step 4 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 F.O.P. 89 within seven (7) days after notice has been given. If the parties are unable to select an arbitrator, the Prince George's County Public Employee Relations Board shall be requested to provide a panel of five (5) arbitrators from which the arbitrator shall be selected according to the procedure specified by the Board.

Section 20.04 The Decision of the Arbitrator. The decision of the arbitrator shall be final and binding on both parties provided that no provision of this Agreement which is stated to be a matter of policy shall be subject to Arbitration. Expenses for the arbitrator's service and the proceedings shall be borne equally by the County and F.O.P. 89.

Section 20.05 General Provisions.

- A. Appropriate F.O.P. 89 officials shall be given copies of all answers to grievances hereunder.
- B. Grievances arising as a result of disputes concerning the meaning, interpretation or application of this Agreement, (including Personnel Law items specifically incorporated by reference in this Agreement), or of a claimed violation, misinterpretation or misapplication of the rules or regulations issued by the police department affecting the terms and conditions of employment, shall be subject to Step 5, arbitration.
- C. If a grievance arises from the action of an authority higher than the employee's Captain, such grievance 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 any 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.

F. The County and the F.O.P. have the right to file grievances under this Grievance Procedure.

Section 20.06 Time Limits. Time limits for the processing of grievances are intended to expedite grievance handling and may be extended upon mutual agreement, but if not so extended, they must be strictly observed. If the matter in dispute is not resolved within the time period provided for in any step, the next step may then be invoked, provided that an employee fails to pursue any step within the time limits provided, he/she shall have no further right to continue the grievance.

Section 20.07 Days Defined. The term "days" as used in this grievance procedure shall mean working days.

Section 20.08 Processing Grievances During Working Hours. Stewards and F.O.P. 89 representatives referred to in this grievance procedure shall be granted reasonable administrative leave to process grievances pursuant to this Article during working hours, provided, however, there is no disruption of the County's operation.

## **ARTICLE XXI**

### **NO STRIKE OR LOCKOUT**

Section 21.01 F.O.P. 89 and its members, individually and collectively, agree that during the term of this Agreement, there shall be no strikes, slow-ups, nor stoppage of work; and the County agrees that there shall be no lockouts.

Section 21.02 In the event of an illegal strike, slow-up or work stoppage, F.O.P. 89 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 21.03 The County shall have the right to discipline, by way of discharge or otherwise, any employee who participates in such illegal conduct.

## **ARTICLE XXII**

### **PUBLICATION OF AGREEMENT**

The County shall distribute one (1) copy of this Agreement to each employee and three (3) to F.O.P. 89.

## **ARTICLE XXIII**

### **UNUSED SICK LEAVE CREDIT AND REFUNDS**

Upon termination of County employment for non-disciplinary reasons (including retirement



or death), bargaining unit employees shall be offered the option of receiving a lump sum payment for their sick leave balance, or the right of retaining their sick leave balance in the event of return to County service. Employees who elect to receive payment for their unused sick leave shall be entitled to a lump sum cash payment calculated by the following formula: multiply the total number of sick leave hours accrued as of the date of termination by the employee's final base hourly rate of pay and divide the resultant product by two (2). The number so obtained shall be further multiplied by a fraction, the numerator of which shall be the number of years of actual service as a Prince George's County Police Officer and the denominator of which shall be twenty (20). However, if an officer 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%) cashout of unused sick leave regardless of years of service.

Officers covered by this Agreement who have accrued sick leave balances in excess of four hundred eighty (480) hours may elect to sell up to eighty (80) hours of such excess sick leave one (1) time each year back to the County under the following conditions:

- A. The officer must make a request to cash in sick leave with the Office of Finance within thirty (30) days of the officer's anniversary date;
- B. during the one (1) year period preceding the request, the employee has not used more than twelve (12) days of sick leave; and,
- C. sick leave cashed in will be refunded on the basis of one (1) hour of pay for every two (2) hours of sick leave cashed in.

During the period from July 1, 1991 through June 30, 1993, the sale of excess sick leave pursuant to this paragraph is suspended.

Additionally, officers may elect to have the total amount of their sick leave refund paid into deferred compensation.

Officers covered by this Agreement are also eligible to participate in the County's Dedicated Attendance Award Program.

## **ARTICLE XXIV**

### **ADMINISTRATIVE HEARING BOARD**

The Hearing Board as provided for in the Law Enforcement Officer's Bill of Rights (paragraph 727 (c)) shall be composed of three (3) members, all appointed by the Chief of Police.

The Chairman of the Hearing Board shall vote to break any ties. One member of the Hearing Board shall be of equal rank and assignment (detective, staff officer, special operations or patrol) as the employee appearing before said Board.

## **ARTICLE XXV**

### **IN-SERVICE TRAINING**

The County agrees that it will comply with the in-service training provisions of the Police Training Act (Article 41, Section 70A, Annotated Code of Maryland) and any subsequent amendment thereto.

## **ARTICLE XXVI**

### **ADDITIONAL GRADE STEP**

For those employees who were reallocated from the classes of Detective and Detective First Class to Police Officer First Class and Corporal as a result of CB-155-1973, the County agrees to expand by one (1) the number of steps for the pay grade assigned to Police Officer First Class and Corporal classes. This Section applies only to those employees who were affected by the above noted classification plan amendment, and ceases to be effective under the employee's reallocation or promotion to a grade equivalent to or greater than the employee's grade prior to January 6, 1974.

## **ARTICLE XXVII**

### **PENSION PLAN**

#### **A. Benefit Modifications.**

The parties agree to continue the Police Pension Plan with the following benefit improvements to become effective July 1, 1983. The plan document will be revised where appropriate to reflect these changes.

Section 27.01 Joint and Survivor Option. Employees who retire on a disability pension may elect a reduced joint and survivor pension.

Section 27.02 Pop-back of Benefits. Where the designated beneficiary of a retiree who has elected a reduced joint and survivor pension benefit predeceases the retiree, the retiree's benefit shall be increased ("pop- back") to the level it would have been had the joint and survivor option never been chosen.

Section 27.03 High 24 Month Benefit. The computation of a retiree's benefit amount shall be based on the employee's high twenty-four (24) month average pay. The definition of "Average Annual Compensation" in the pension plan shall be modified accordingly.

Section 27.04 Supplemental Life Insurance Benefit. The pension plan shall be amended to provide a supplemental life insurance benefit to a retiree until age sixty (60) in an amount equal to

the difference between the face value of his/her County term life insurance at the date of retirement and the decreased insured value of his/her County 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 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 supplemental life insurance policy which provides a supplemental life insurance benefit to retirees until age sixty (60) shall be increased to provide a total life insurance benefit of one hundred thousand dollars (\$100,000) for officers who retire on or after July 1, 1987.

**B. Administrative Modifications:**

The parties agree to continue the Police Pension Plan with the following Administrative modifications to become effective July 1, 1983. The plan document will be revised where appropriate to reflect these changes.

Section 27.05 Arbitration of Pension Claim. Any complaint as to the interpretation, application, administration or enforcement of the pension plan shall not be subject to the grievance procedure established under this Agreement, but shall be handled in accordance with the relevant procedures set forth in the pension plan subject to the right of the County, F.O.P. 89 and/or any individual bargaining unit member to initiate appropriate court proceedings (up to and including the Maryland Court of Appeals) to review said decisions, provided however, that either party to this Agreement may submit final decisions of the pension plan regarding benefit claims to arbitration under Sections 20.03, Step 5, and 20.04 of Article XX of this Agreement within ten (10) days of receipt of the plan's decision.

Section 27.06 Plan Booklets. Within ninety (90) days following ratification of this Agreement, the Pension Plan document will be restated to include negotiated changes in the Pension Plan. The Plan document will then be printed in booklet form, and one thousand (1000) copies of the booklet will be made available to Plan participants through F.O.P. 89. The cost of printing this booklet will be borne by the Plan. New participants will be issued a copy of the Plan by F.O.P. 89.

Section 27.07 Representation On the Medical Advisory Board. The President of F.O.P. 89, 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 Police Department who appears before the Medical Advisory Board.

Section 27.08 Administrative Review Board Meetings. Section 8.3 of the Pension Plan shall be amended to provide that 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 Police Pension Plan to the Administrative Review Board for its review.

Section 27.09 Representation On the Disability Review Board. The President of F.O.P. 89, or his designee, shall serve as a voting member of the Disability Review Board.

Section 27.10 Disability Leave Termination Notice. Where it is determined by the Plan that an employee covered by the Agreement who is on Disability Leave is to be returned to work, a copy of the letter so informing the Chief of Police will also be provided to the affected employee.

Section 27.11 Disability Status Review by the Medical Advisory Board. When an employee is sent to a County doctor for examination before a review of his/her disability status by the Medical Advisory Board (MAB), the employee shall be advised by letter of his/her right to submit other medical information to the MAB. The parties have agreed on a letter to be sent for such purposes. A copy of the County doctor's report will be sent to the employee.

Section 27.12 Joint Study Committee. A joint County/F.O.P. 89 study committee will be established for the purpose of studying the subject of eligibility for disability pension based on non-job related mental disability.

C. Cost of Living Increase for Retirees.

1. In January of each year, beginning in January, 1990, two-thirds (2/3) of the total investment returns (on a market value basis including realized and unrealized capital gains and losses, as well as interest and dividends) in excess of the interest assumption for the previous plan year will be transferred to a "post-retirement increase fund," with the exception that in January, 1990, the calculation will be from the previous two (2) plan years.
2. On January 31 of each year, beginning on January 31, 1990, every retiree will receive a permanent increase in his or her retirement benefit as calculated in paragraph 3.
3. 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 1., provided:
  - (a) Each eligible retiree will receive an identical dollar amount increase.
  - (b) The maximum increase provided shall not exceed one hundred dollars (\$100.00) per month, until January, 1995, when the maximum increase permitted shall be one hundred twenty-five dollars (\$125.00) per month.
  - (c) For the adjustments made in January 1990 and 1991, the minimum increase provided shall be not less than thirty dollars (\$30) per month, and beginning

with the adjustment made in January, 1992, the minimum increase provided shall be not less than thirty-five dollars (\$35) per month.

4. Any amount in the "post-retirement increase fund" described in paragraph (1) in excess of the amount necessary to fund the maximum permanent retirement increase described in paragraph 3(b) will be transferred (returned) to the general pension fund assets.
5. Effective with the calculation done in January, 1988, the phrase "actuarially calculating the lifetime benefit" in subparagraph C. (3), above, means that the Plan's actuary will use the same procedures utilized in 1986 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 payments, 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, 1988, 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.
6. 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.
7. Effective with the pension benefit payment for July, 1989, all retirees who were retired as of January 1, 1988, shall have their monthly benefit adjusted by fifty dollars (\$50.00).

This benefit is extended to retirees on the same conditions as stated in paragraph 6, above.

D. Education Incentive Pay Included in Base Compensation for Retirement Pension Benefit Purposes

Effective July 1, 1984, the definition of Compensation as set forth in Section One of the Police Pension Plan as revised and restated effective July 1, 1983, is amended to include Education Incentive Pay (EIP) for retirement pension benefit purposes only.

E. Prior Cadet Service

Effective September 1, 1985, employees participating in the Police Pension Plan may purchase up to two (2) years of prior service as a Prince George's County Police Cadet, in accordance with Plan requirements for the purchase and rate of purchase of prior military service.

F. Pension Plan B Heart Disease and Hypertension Presumption - Effective July 1, 1991

For purposes of determining eligibility for line-of-duty disability retirement benefits under Pension Plan B only, any condition or impairment of health caused by heart disease or hypertension resulting in total or partial disability 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.

It is the intention of this Section that any Pension Plan B participant who suffers from a condition or impairment of health caused by heart disease or hypertension receive service connected disability benefits from Pension Plan B 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.

G. Hold Harmless Benefit Calculation

For any Plan member who retires after July 1, 1991, "average annual compensation" as that term is defined in the Pension Plan will be calculated as if the Plan member had received the seven percent (7%) cost of living increase set forth under Section 4.01 C. of the original agreement and scheduled to become effective during the first full pay period beginning on or after July 1, 1991. This salary shall also be applicable for calculating any leave payouts due upon retirement during this period of time.

For any Plan member who retires within twenty-four (24) months of FY95, "average annual compensation" as that term is defined in the Pension Plan will be calculated as if the Plan member had received the merit step increase to which he/she would otherwise have been entitled to receive during FY94. This salary shall also be applicable for calculating any leave payouts due upon retirement during this period of time.

Any plan member who retires before the member has completed twenty-one (21) years of service and who otherwise would have been eligible to receive a merit increase during FY96 but did not receive one because of Section 4.01(C) will be held harmless for the purpose of pension benefit calculation and thus be treated as if the member had received a FY96 merit increase on schedule.

H. Pension Boards

One (1) F.O.P. 89 bargaining unit member will be added as a voting member of the Administrative Review Board and the Board of Trustees, with the understanding that the number of board members (both boards) will not otherwise increase during the duration of the contract (that is, through June 30, 1993). A third (3rd) F.O.P. 89 bargaining unit member will be added as a voting member of the Administrative Review Board and the Board of Trustees, with the understanding that the number of board members (both boards) will not otherwise increase during the duration of the contract (that is, through June 30, 1995).

I. Annual Leave and Sick Leave Purchase of Pension Credit

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

J. Contingent Annuitant After Retirement

The Police Pension Plan will be amended to allow a retiree who marries after retirement to reduce his or her retirement benefit and name the new spouse as a contingent annuitant, provided there is no actuarial cost to the County and there is sufficient evidence of insurability.

**ARTICLE XXVIII**

**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 F.O.P. 89 agree to immediately negotiate a substitute for the invalidated Article, Section or portion thereof.

**ARTICLE XXIX**

**DURATION AND REOPENER**

This Agreement shall become effective on July 1, 1995, unless otherwise stated in specific sections, and shall remain in full force and effect until June 30, 1996. If during Fiscal Year 1996 any County employee covered by a collective bargaining agreement receives (a) a merit increase (that was not offset by an equivalent elimination of a merit increase in Fiscal Year 1995 or by other savings, for example, those resulting from the permanent elimination of positions through a reduction-in-force), (b) a COLA or other similar increase in his/her base hourly rate of pay and/or (c) a reduction in the employee pension contribution rate, the Union may reopen this agreement for the sole and limited purpose of negotiating to make such (a) merit increase, (b) COLA or other similar increase in the base hourly rate of pay and/or (c) reduction in the employee pension contribution rate applicable to this agreement.

This Agreement shall be automatically renewed from year to year after June 30, 1996, unless either party shall notify the other in writing no later than October 1, 1995 (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 \_\_\_\_\_ 1995, in Upper Marlboro, Prince George's County, Maryland.

FOR FRATERNAL ORDER OF  
POLICE PRINCE GEORGE'S  
COUNTY LODGE 89, INC.

FOR PRINCE GEORGE'S COUNTY:

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John A. Bartlett, Jr.  
President

Wayne K. Curry  
County Executive

FOR PRINCE GEORGE'S COUNTY

POLICE DEPARTMENT:

Alphonso W. Hawkins  
Acting Police Chief



## ATTACHMENT A

### UNIFORM WAGE SCALE

Effective July 2, 1989, the current modified "MIN-MAX" system in effect for all members of the bargaining unit will be replaced by the Uniform Wage Scale contained in this Attachment A and described below.

### DESCRIPTION OF THE UNIFORM WAGE SCALE

For each rank of police officer in the bargaining unit, there is established a pay grade containing fifteen (15) pay rates (steps) ranging from Step 0 through Step 14: Police Officer - L01; Police Officer First Class - L02; Police Corporal - L03; Police Sergeant - L04; and, Police Lieutenant - L05. The percentage values of the intervals between steps are three and one-half percent (3.5%) from Step 0 through Step 11 and three percent (3%) for the three remaining intervals from Step 11 through Step 14.

An employee will be eligible to advance to the next step for his/her rank on his/her anniversary date at the rate of one (1) step per year up to and including Step 12, provided that he/she receives at least a satisfactory performance evaluation for the preceding year. After reaching Step 12, an officer will be eligible to advance to Steps 13 and 14 after three (3) years of service at each step (that is, after having completed fifteen (15) and eighteen (18) years of service, respectively), provided that his/her performance for the applicable period has been evaluated as satisfactory.

Employees covered by this Agreement and hired before July 1, 1987 will keep the anniversary dates that they held on July 1, 1987 for as long as they are continuously employed. Employees hired on or after July 1, 1987 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. Effective June 30, 1996, the County will adjust each officer's anniversary date to the earlier of the Officer's date of hire or current anniversary date.

Upon promotion to the rank of Police Officer First Class or Police Corporal, an employee's salary rate shall be increased to that of the corresponding pay step for the promotional grade (that is, an increase equivalent to two (2) three and one-half percent (3.5%) steps). Officers hired on or after July 1, 1995 will be eligible to take the Police Officer First Class (PFC) examination after they have completed three years as a Prince George's County Police Officer (now eighteen months) and will be eligible to take the Police Corporal exam after completing two years of service as a Prince George's County Police Officer First Class (now 16 months).

Upon promotion to the rank of Sergeant or Lieutenant, an employee's salary rate shall be increased to that of the corresponding pay step for the promotional grade (that is, a ten percent (10%) increase).

## IMPLEMENTATION OF THE UNIFORM WAGE SCALE

FY90: Effective July 2, 1989, employees covered by this Agreement, after receiving the four percent (4%) cost of living adjustment, will be placed on the Uniform Wage Scale at the step for their rank which is immediately above their annual salary.

However, an officer whose salary, when adjusted for the four percent (4%) cost of living adjustment, exceeds the maximum salary payable at his/her rank will be red-circled at that salary, and will continue to be red-circled. Further, an officer who was hired at a rate of pay greater than the entry rate will be placed on the pay scale pursuant to the foregoing rules and will maintain the resultant step differential.

On their anniversary dates during FY90, all officers will receive a one step anniversary increase (either three and one-half percent (3.5%) or three percent (3%), depending on their July 2 placement on the Uniform Wage Scale) to the next step on the Uniform Wage Scale unless the officer is at Step 14.

FY91: On their anniversary dates during FY91, an officer below the step which would be warranted by his or her years of service will be placed at that Step. An officer who was hired at a rate of pay greater than the entry rate will be placed on the pay scale pursuant to this rule so as to maintain the resultant step differential.

## MODIFICATION OF UNIFORM WAGE SCALE -- EFFECTIVE JULY 1, 1994

Effective July 1, 1994, the Uniform Wage Scale is modified as follows:

For each rank of police officer in the bargaining unit, there is established a pay grade containing fifteen (15) pay rates (steps) ranging from Step A through Step O.

Grade L01 is the pay grade for the rank of Police Officer. The percentage values of the intervals between the steps are three and one-half percent (3.5%) from Step A through Step L and three percent (3%) for the remaining three intervals from Step L through Step O. The entry rate for a Police Officer is Step A. A Police Officer (L01) will be eligible to advance to the next step for that rank on the officer's anniversary date at the rate of one step per year up to and including Step N (after 13 years), provided he or she receives at least a satisfactory performance evaluation for the preceding year. After reaching Step N, a Police Officer (L01) will be eligible to advance to Step O after 2 years of service at Step N, (that is, after having completed 15 years of service), provided that the officer's performance for the applicable period has been evaluated as satisfactory.

Grades L02 through L05 are the pay grades for Police Officer First Class (L02), Police Corporal (L03), Police Sergeant (L04) and Police Lieutenant (L05). The percentage values of the intervals between the steps are three and one-half percent (3.5%) from Step A through Step K and three percent (3%) for the remaining intervals from Step K through

Step O. Officers in the ranks of Police Officer First Class through Police Lieutenant will be eligible to advance to the next step for their rank on the officer's anniversary date at the rate of one step per year up to and including Step M (after 13 years) provided he or she receives at least a satisfactory performance evaluation for the preceding year. After reaching Step M, officers in the ranks of Police Officer First Class through Police Lieutenant will be eligible to advance to Step N after two (2) years of service (that is, after having completed fifteen (15) years of service) and to Step O after three (3) years of service at Step N (that is, after having completed eighteen (18) years of service).

Upon promotion to the rank of Police Officer First Class (L02) or Police Corporal (L03), an employee's salary rate shall be increased to the rate of pay at the step of the promotional grade that will provide an increase equivalent to two (2) three and one-half percent (3.5%) steps. Upon promotion to the rank of Sergeant (L04) or Lieutenant (L05), an employee's salary rate shall be increased to that of the corresponding pay step (for example, Step J to Step J) for the promotional grade (that is, a ten percent (10%) increase).

#### IMPLEMENTATION OF MODIFIED UNIFORM WAGE SCALE

- FY95:
1. On July 1, 1994, every officer will be assigned to the pay step for his or her rank on the modified Uniform Wage Scale with a salary rate identical to the officer's salary rate on June 30, 1994.
  2. On his or her anniversary date in Fiscal Year 1995, every officer will be eligible to advance to the next step on the modified Uniform Wage Scale, provided that the officer's performance for the applicable period had been evaluated as satisfactory.
  3. On June 25, 1995, any officer who is not at the pay step for his or her rank which would be warranted by his or her years of service, will be placed at that pay step.
- FY96: Effective July 1, 1995, newly hired officers will receive a rate of pay which is \$5,200 less than Step A of Grade L-01 until they have graduated from the Police Academy.

**SCHEDULE L  
UNIFORM WAGE SCALE  
IN EFFECT AS OF JULY 1, 1995  
FOR POLICE UNIT PERSONNEL  
PRINCE GEORGE'S COUNTY, MARYLAND**

STEP	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O
YRS SERVICE	0-1	1	2	3	4	5	6	7	8	9	10	11	12	13-14	15+
<b>L01 - POLICE OFFICER</b>															
HOURLY	13.7325	14.2131	14.7105	15.2254	15.7583	16.3098	16.8807	17.4716	18.0830	18.7160	19.3710	20.0490	20.6505	21.2700	21.9080
BIWEEKLY	1098.60	1137.05	1176.84	1218.03	1260.66	1304.78	1350.46	1397.73	1446.64	1497.28	1549.68	1603.92	1652.04	1701.60	1752.64
ANNUAL	28,564	29,563	30,598	31,669	32,777	33,924	35,112	36,341	37,613	38,929	40,292	41,702	42,953	44,242	45,569
STEP	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O
YRS SERVICE	1	2	3	4	5	6	7	8	9	10	11	12	13-14	15-17	18+
<b>L02 - POLICE OFFICER FIRST CLASS</b>															
HOURLY	15.2254	15.7583	16.3098	16.8807	17.4716	18.0830	18.7160	19.3710	20.0490	20.7507	21.4770	22.1213	22.7849	23.4685	24.1726
BIWEEKLY	1218.03	1260.66	1304.78	1350.46	1397.73	1446.64	1497.28	1549.68	1603.92	1660.06	1718.16	1769.70	1822.79	1877.48	1933.81
ANNUAL	31,669	32,777	33,924	35,112	36,341	37,613	38,929	40,292	41,702	43,161	44,672	46,012	47,393	48,814	50,279
<b>L03 - POLICE CORPORAL</b>															
HOURLY	16.3098	16.8807	17.4716	18.0830	18.7160	19.3710	20.0490	20.7507	21.4770	22.2287	23.0067	23.6968	24.4078	25.1400	25.8942
BIWEEKLY	1304.78	1350.46	1397.73	1446.64	1497.28	1549.68	1603.92	1660.06	1718.16	1778.30	1840.54	1895.74	1952.62	2011.20	2071.54
ANNUAL	33,924	35,112	36,341	37,613	38,929	40,292	41,702	43,161	44,672	46,236	47,854	49,289	50,768	52,291	53,860
<b>L04 - POLICE SERGEANT</b>															
HOURLY	17.9409	18.5688	19.2186	19.8913	20.5876	21.3081	22.0539	22.8258	23.6246	24.4514	25.3073	26.0666	26.8485	27.6540	28.4837
BIWEEKLY	1435.27	1485.50	1537.49	1591.30	1647.01	1704.65	1764.31	1826.06	1889.97	1956.11	2024.58	2085.33	2147.88	2212.32	2278.70
ANNUAL	37,317	38,623	39,975	41,374	42,822	44,321	45,872	47,478	49,139	50,859	52,639	54,219	55,845	57,520	59,246
<b>L05 - POLICE LIEUTENANT</b>															
HOURLY	19.7350	20.4257	21.1405	21.8804	22.6462	23.4389	24.2592	25.1084	25.9872	26.8967	27.8380	28.6732	29.5334	30.4195	31.3320
BIWEEKLY	1578.80	1634.06	1691.24	1750.43	1811.70	1875.11	1940.74	2008.67	2078.98	2151.74	2227.04	2293.86	2362.67	2433.56	2506.56
ANNUAL	41,049	42,485	43,972	45,511	47,104	48,753	50,459	52,225	54,053	55,945	57,903	59,640	61,429	63,273	65,171

The hourly rates are the November 13, 1994 rates multiplied by 102%. For administrative purposes, the hourly rates are the controlling rates. Biweekly rates are the hourly rates multiplied by 80 and rounded to the nearest cent. Annual rates are the hourly rates multiplied by 2080 and rounded to the nearest dollar.

## ATTACHMENT B

Prior to July 1, 1992, officers who participate in Pension Plan A (the Old Plan) will be afforded the opportunity to transfer to Pension Plan B (the New Plan) and commence participation in Plan B effective July 1, 1992. The election of any officer who so chooses Plan B is irrevocable. The two Plans are described as follows:

### PLAN A

The benefits payable under Plan A are the benefits payable under the pension plan that was in effect prior to the enactment of this Agreement, except that the maximum benefit for normal retirement shall be increased to seventy percent (70%) after thirty (30) years of service.

The following benefit improvement to Pension Plan A is effective for retirements occurring on or after July 1, 1993: For each additional year of service over twenty (20) years, the pension benefit shall be increased by two and one-half percent (2 1/2%) up to a maximum benefit of seventy-five percent (75%) (i.e., after thirty (30) years of service).

### PLAN B

The normal retirement benefit (i.e., twenty (20) years) is increased from fifty percent (50%) to fifty-five percent (55%) of the high two (2) year average. For each additional year of service the pension benefit shall be increased by two percent (2%) up to a maximum of seventy-five percent (75%) (i.e., after thirty (30) years of service). The retirement benefits for non-line-of-duty disability shall continue to be fifty percent (50%). The retirement benefits for officers with less than twenty (20) years of service for line-of-duty disability is seventy percent (70%) for the first one year (first twelve (12) monthly payments) of benefit payments, and then is reduced to fifty-five percent (55%) thereafter. Officers with twenty (20) or more years of service are not eligible for this disability benefit.

The following benefit improvement to Pension Plan B is effective July 1, 1992: The normal retirement benefit (i.e., twenty (20) years) is increased from fifty-five percent (55%) to sixty percent (60%) of the high two (2) year average. For each additional year of service the pension benefit shall be increased by two percent (2%) up to a maximum of eighty percent (80%) (i.e., after thirty (30) years of service). The retirement benefits for non-line-of-duty disability shall continue to be fifty percent (50%). The retirement benefits for officers with less than twenty (20) years of service for line-of-duty disability is seventy percent (70%) for the first one year (first twelve (12) monthly payments) of benefit payments, and then is reduced to fifty-five percent (55%) thereafter. Officers with twenty (20) or more years of service are not eligible for this disability benefit.

An officer 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 rebuttable presumption that the

officer is totally and permanently disabled within the meaning of this provision.

Officers who are hired after December 31, 1989 will participate in Plan B only with the further modification that line-of-duty disability benefits are fifty-five percent (55%) from the outset (i.e., no one year at seventy percent (70%)).

The following benefit improvement to Pension Plan B is effective for retirements occurring on or after July 1, 1993: For each additional year of service over twenty (20) years, the pension benefit shall be increased by two and one-half percent (2 1/2%) up to a maximum benefit of eighty-five percent (85%) (i.e., after thirty (30) years of service).

Subject to approval by the Internal Revenue Service, officers who are in Plan B and are disabled after twenty years of service will remain eligible for disability retirement, and, if they retire due to a service-connected disability after their retirement date, will receive their normal retirement benefit offset by the disability benefit, in addition to the nontaxable disability benefit. For example, an officer with twenty-two (22) years of service is eligible for a normal retirement of sixty-five percent (65%) (sixty percent (60%) for twenty (20) years, five (5) percent for additional two (2) years); if disabled on the job, the officer would receive fifty-five percent (55%) tax free disability benefit and ten percent (10%) taxable pension benefit, instead of current sixty-five percent (65%) taxable pension. This provision is effective upon the date of ratification of this Agreement by F.O.P. 89.