

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

**1999 Legislative Session**

Bill No. CB-81-1999

Chapter No. 62

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

Introduced by Council Members Estepp, Gourdine, Hendershot, Maloney, Russell

Shapiro, Scott and Wilson

Date of Introduction October 26, 1999

**BILL**

1 AN ACT concerning

2 Collective Bargaining Agreement - Deputy Sheriff's

3 Association of Prince George's County, Inc. (Civilian Units)

4 For the purpose of amending the labor agreement by and between Prince George's County and  
5 the Deputy Sheriff's Association of Prince George's County, Inc., to provide for wages and  
6 certain other terms and conditions of employment for personnel classifications certified by the  
7 Prince George's County Public Employee Relations Board.

8 BY repealing and reenacting with amendments:

9 SUBTITLE 16. PERSONNEL.

10 Section 16-233(f)(21),

11 The Prince George's County Code

12 (1995 Edition, 1998 Supplement).

13 SECTION 1. BE IT ENACTED by the County Council of Prince George's County,  
14 Maryland, that Section 16-233(f)(21) of the Prince George's County Code be and the same is  
15 hereby repealed and reenacted with the following amendments:

16 SUBTITLE 16. PERSONNEL.

17 DIVISION 19. COLLECTIVE BARGAINING

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

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

20 (21) Declaration of Approval - Deputy Sheriff's Association of Prince George's  
21 County, Inc. (Civilian Units).

1           The County Council of Prince George's County, Maryland, having fully considered the  
2 labor agreement between Prince George's County and the Deputy Sheriff's Association of Prince  
3 George's County, Inc. (Civilian Units) on [January 16, 1998] October 7, 1999, hereby approves  
4 said Agreement in accordance with the provisions of Section 13A-109 of the Prince George's  
5 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, 1999.

Adopted this 23rd day of November, 1999.

COUNTY COUNCIL OF PRINCE  
GEORGE'S COUNTY, MARYLAND

BY: \_\_\_\_\_  
M. H. Jim Estepp  
Chairman

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  
BETWEEN  
PRINCE GEORGE'S COUNTY, MARYLAND  
AND  
DEPUTY SHERIFF'S ASSOCIATION OF  
PRINCE GEORGE'S COUNTY, INC.  
(CIVILIAN UNITS)  
July 1, 1999 - June 30, 2001

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## **PREAMBLE AND SCOPE**

This Agreement is entered into by and between Prince George's County, Maryland (hereinafter referred to as the "County") and the Deputy Sheriff's Association of Prince George's County, Inc. (hereinafter referred to as the "DSA") and has as its purposes to set forth the agreement of the parties on compensation for employees in the bargaining units and to promote harmonious relations between the County and the DSA.

## **ARTICLE 1 -- RECOGNITION**

For purposes of subjects within the scope of this Agreement, the County recognizes the DSA as the sole and exclusive bargaining agent of the employees of the Office of the Sheriff of Prince George's County, Maryland for which it is certified by the Prince George's County Public Employee Relations Board, to wit:

Unit I:   Administrative Aide I, II  
              Data Entry Operator I, II  
              General Clerk I, II, III, IV  
              Intake Processing Technician I, II, III  
              Public Safety Aide I, II  
              Sheriff Dispatcher I, II

Unit II:   Administrative Aide III, IV  
              Public Safety Aide III  
              Sheriff Dispatcher III  
              Supervisory Clerk

## **ARTICLE 2 -- BASE SALARY RATE**

### Section 2.01 Wage Scale

Employees covered by this Agreement are covered by Salary Schedule Z, attached hereto as Attachment A.

Amend Salary Schedule Z effective July 4, 1999 to provide the following adjustment to the maximum rate and the establishment of longevity rates:

The maximum rates of pay for all grades on Salary Schedule Z will be increased by six-tenths of one percent (0.6%).

L1 - Three percent (3%) above the maximum rate, to which an employee will be eligible to advance after completing fifteen (15) years of service.

L2 - Three percent (3%) above the L1 rate, to which an employee will be eligible to advance after completing seventeen (17) years of service.

L3 - Three percent (3%) above the L2 rate, to which an employee will be eligible to advance after completing nineteen (19) years of service.

L4 - Three percent (3%) above the L3 rate, to which an employee will be eligible to advance after completing twenty-two (22) years of service.

L5 - Three percent (3%) above the L4 rate, to which an employee will be eligible to advance after completing twenty-five (25) years of service.

L6 - Two and one-half percent (2.5%) above the L5 rate, to which an employee will be eligible to advance after completing twenty-eight (28) years of service.

The longevity steps, described above, will be phased in as follows:

1. Beginning in FY2000, advancement to a longevity step will be effective on an employee's anniversary date.

2. An employee at the maximum rate (or the current longevity rate), whose anniversary date falls between July 1 and July 3, 1999, and who has completed the required years of service for a longevity step (after subtracting two (2) years for lack of credit toward a merit increase during FY96 and FY97) will advance to the first (or next) longevity step, as appropriate, effective on July 4, 1999.

3. An employee, whose years of service (after subtracting two (2) years for lack of credit toward a merit increase during FY96 and FY97) would otherwise warrant his/her advancement by more than a single longevity step during FY2000, will only advance at the rate of one longevity step per fiscal year until the employee reaches the longevity step appropriate for his/her years of service (adjusted for two (2) years' lack of credit toward a merit increase during FY96 and FY97).

## Section 2.02 Wages

### A. Wage Adjustments

FY2000 Employees covered by this Agreement will receive a one and one-half percent (1.5%) increase to their base wages effective the first full pay period beginning on or after July 1, 1999.

FY2001 Employees covered by this Agreement will receive a one and one-half percent (1.5%) increase to their base wages effective the first full pay period beginning on or after October 1, 2000.

Employees covered by this Agreement will receive a one and one-half percent (1.5%) increase to their base wages effective the first full pay period beginning on or after April 1, 2001.

B. Merit Increases

FY2000 Employees covered by this Agreement who are otherwise eligible to receive a merit increase during the period from July 1, 1999 through June 30, 2000, will receive it.

FY2001 Employees covered by this Agreement who are otherwise eligible to receive a merit increase during the period from July 1, 2000 through June 30, 2001, will receive it.

**ARTICLE 3 -- SPECIAL SALARY RATES**

Section 3.01 Callback 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 Office of the Sheriff 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.

Section 3.02.01 Holiday Observance

Employees covered by this Agreement will observe regular County holidays on the same dates as the Courts observe them even when the County's date of observance is different. The holidays established by the Personnel Law are listed below:

New Year's Day, Martin Luther King's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Christmas Day, Presidential Inauguration Day (every 4 years), and County Employees' Appreciation Day.

Section 3.02.02 Holiday Pay

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

Employees eligible for holiday pay who work on a holiday shall be paid at two (2) times their regular rate of pay for each hour worked (except overtime) and shall not receive another day off. Any overtime performed by an employee on a holiday shall be compensated in accordance with the regular overtime rate (i.e., no pyramiding). In the event that a holiday falls on the employee's regular day off, the employee shall receive another day off.

All employees must be in a pay status for the entire regular workday before and the entire regular workday after a holiday in order to receive holiday pay.

Section 3.02.03 Special Pay Provision: Police Memorial Day

Employees covered by this agreement who work on police memorial day (i.e., May 15 of each year) will be compensated pursuant to section 3.02.02, (holiday pay), above.

#### Section 3.03.01 Computation of Overtime

When an employee works more than forty (40) hours in a work week pursuant to the direction of his/her supervisor, the employee shall receive overtime pay at one and one-half (1 1/2) times his/her hourly base rate for all hours worked in excess of forty (40) hours in that work week. As an alternative, at the request of the employee and with the approval of the County, the employee may earn compensatory leave at the rate of one and one-half (1 1/2) hours for each hour worked.

#### Section 3.03.02 Pyramiding

There shall be no pyramiding of overtime and other premium rates; that is, only one (1) overtime or premium rate will be paid for the same hours worked.

#### Section 3.04 Shift Differential

A shift differential of one dollar (\$1.00) per hour shall be paid for all time worked on the first (1st) shift (i.e., the night shift - 11 p.m. to 7 a.m. or equivalent) to each employee specifically assigned (on a permanent or rotating basis) to work the first (1st) shift.

A shift differential of seventy-five cents (\$.75) per hour shall be paid for all time worked on the third (3rd) shift (i.e., the evening shift - 3 p.m. to 11 p.m. or equivalent) to each employee specifically assigned (on a permanent or rotating basis) to work the third (3rd) shift.

No shift differential will be considered to be part of the employee's base rate, nor shall it be applied to pay for non-productive hours such as holiday pay and annual and sick leave pay, nor shall it be used for the purpose of computing retirement deductions or for retirement or insurance benefits.

Any employee who works the second (2nd) shift (i.e., the day shift) shall not be entitled to a shift differential.

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 and first shifts, the higher differential rate shall apply for the entire number of hours worked.

#### Section 3.05 Acting Pay

When an employee is directed to assume, and does in fact assume, the duties of any other position with a higher grade in an acting capacity for a period of fourteen (14) consecutive days or more (including scheduled days off and approved holidays), beginning with the fifteenth (15th) day, he/she shall be paid at a rate of pay which is equivalent to a two-step increase or the minimum necessary to place the employee at the entry level rate of the higher grade, whichever is greater, and 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 equal grade to that position, or by a superior authority. He/She shall resume receiving acting pay after being on annual, sick, or administrative leave

status, if he/she had been acting in such higher rank immediately prior to taking such approved leave.

Where management elects to assign an employee to work in an acting capacity as described above, the employer shall not schedule work to circumvent the provisions of this section. This section shall not apply to an employee in a training work assignment. Employees shall have all training work assignments explained to them fully.

#### Section 3.06 Court Time Compensation

If, as a result of actions taken during the course of employment with the Office of the Sheriff, an employee covered by this Agreement is scheduled to appear in Court on the employee's day off, the employee will be paid a minimum of three (3) hours pay at the overtime rate.

### **ARTICLE 4 -- FRINGE BENEFITS**

#### Section 4.01 Clothing Issue and Allowance

The Sheriff will continue to issue uniforms to employees covered by the Agreement who are required to wear them and to replace worn and unserviceable uniforms. Employees will continue to maintain their uniforms by cleaning and making minor repairs.

A Two Hundred Fifty Dollar (\$250.00) uniform maintenance allowance will be provided to Public Safety Aides and Intake Technicians. The allowance will be paid in a single payment in July.

#### Section 4.02 Annual Leave

A. A maximum of three hundred sixty (360) hours of accumulated annual leave earned beginning with the first pay period in the 1997 leave year (i.e., January 5, 1997) may be carried over from one leave year to the next by an employee. (i.e., new annual leave).

B. An employee shall be allowed to carry over annual leave earned as of the last full pay period in leave year 1996 (i.e., old annual leave) even if such accumulated amount is in excess of the maximum allowed in Subsection A., above.

C. Effective beginning with the 1997 leave year, employees who are over the three hundred sixty (360) hours limit at the end of that leave year will be able to convert any annual leave in excess of three hundred sixty (360) hours to new sick leave.

Employees covered by this Agreement must use compensatory time they have accumulated prior to using annual leave.

#### Section 4.03 Sick and Annual Leave Disposition Upon Separation

Effective beginning with the 1997 leave year (i.e., January 5, 1997), the annual and sick leave balances accumulated by an employee shall, upon the employee's separation from employment, be liquidated in the following manner:

1. The employee may elect to retain all or any portion of the employee's sick and annual leave balances credited to the employee's leave record for the period of time equal to the employee's eligibility for reappointment as determined in accordance with Section 16-148(a)(8);
2. The employee may elect to apply all or any portion of the employee's sick and annual leave balances to employment elsewhere, provided another employer has agreed to accept accumulated sick or annual leave balances for credit on behalf of the employee;
3. The employee may elect to receive cash payment for all or any portion of the employee's annual leave balance in an amount equal to the total number of unused annual leave hours multiplied by the employee's final base hourly rate of pay, subject to the following:

Upon separation from employment, employees who participate in the Maryland State Retirement Systems (MSRS) may elect to receive a cash payment for the remainder of their annual leave hours that were accumulated as of the end of the 1996 leave year OR up to 360 hours of accumulated annual leave, whichever is greater. Any remaining amount would be converted to sick leave and could be applied to purchase MSRS pension credit at the applicable rate.

4. For all or any portion of the employee's sick leave balance earned as of the end of the last full pay period of the 1996 leave year, the employee may elect to receive cash payment in an amount equal to the total number of unused sick leave hours multiplied by one-half of the employee's base hourly rate of pay as of January 4, 1997. Sick leave earned beginning the first pay period of the 1997 leave year is not subject to cash payment to the employee upon separation.
5. For individuals who participate in the MSRS plan, sick leave earned beginning with the first pay period in the 1997 leave year (i.e., new sick leave) is not subject to cash payment but may be used to purchase MSRS pension credit at the applicable rate. In addition, any old sick leave not cashed out under paragraph 4 may be used to purchase MSRS pension credit at the applicable rate.
6. Notwithstanding any provision in this Section to the contrary, an employee who is involuntarily separated from employment with the County for disciplinary reasons is not entitled to any payment for unused sick leave.
7. Notwithstanding any provision in this Section to the contrary, an employee who has been separated from employment under a separation-disability action pursuant to Section 16-189 if the Personnel Law shall forfeit any sick leave hours accumulated at the time of the employee's separation.

#### Section 4.04 Personal Leave

Twenty (20) hours of paid personal leave per wage reporting year -- including the four (4) hours granted in lieu of General Election Day -- shall be granted to each employee eligible for annual leave. Personal leave shall be requested and approved in advance of use. There shall be no accumulation of personal leave days, and unused personal leave shall be forfeited at the end of the leave year or upon termination of employment.

#### Section 4.05 Discretionary Leave

Beginning with the 2000 wage reporting year, employees covered by this Agreement with three (3) or more years of service shall be eligible for eight (8) hours of discretionary leave per wage reporting year plus an additional eight (8) hours of discretionary leave (for a total of sixteen (16) hours) after seven (7) years of service. Eight (8) additional hours of discretionary leave (for a total of twenty-four (24) will be granted after ten (10) years of serviced. Discretionary leave may be taken in increments of four (4) hours, must be requested and approved in advance, and unused discretionary leave cannot be carried over from one year to the next.

#### Section 4.06 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 receive one hour of compensatory leave for each shift hour worked (not to exceed twelve (12) hours per employee per twenty-four (24) hour period).

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.

#### Section 4.07 Blood Donation Leave

Employees may be granted up to four (4) hours of leave with pay for the purpose of participation in a blood donor program and for subsequent recuperation on the day they donate blood. The Employer may request verification of such donation.

#### Section 4.08 Disability Leave

Disability leave will be administered in accordance with the Personnel Law and Administrative Procedure 284 (Administration of Employee Leave).

For good cause shown, the Personnel Officer may grant up to two (2) additional ninety (90) day periods of disability leave to an employee covered by this Agreement who has petitioned the Sheriff and has received the Sheriff's recommendation for additional leave.

#### Section 4.09 Bereavement Leave

Bereavement leave policies shall be administered in accordance with the Personnel Law, except that the first two days will be charged to administrative leave. However, a total of three days will be charged to administrative leave upon the death of the employee's parent, spouse or child.

#### Section 4.10 Voting Leave

Employees who are registered voters may be granted up to two (2) hours off with pay for the purpose of voting in State, County and Federal primary and general elections if the employee would otherwise be prevented from voting because of his/her work schedule.

#### Section 4.11 Presidential and Union Business Leave

Subject to the conditions set forth herein, the President of the DSA and employees covered by this Agreement may be granted at the request of the DSA administrative leave for official DSA business for the purpose of attending workshops, conventions, conferences and seminars, and the DSA President, or his designee, will be granted administrative leave for the administration of this Agreement and for conducting DSA business. Where leave is requested for employees covered by this Agreement to attend workshops, conventions, conferences and seminars, the President of the DSA must deliver to the Office of the Sheriff a written request for the leave at least ten (10) working days before the leave is to begin. The written notice must specify at a minimum the employees for whom the leave is requested, the duration of the leave, and a brief description of the nature of the event for which the leave is requested.

The County will provide two hundred fifty (250) hours of administrative leave per fiscal year covered by this Agreement for attendance at workshops, conventions, conferences and seminars. No administrative leave will be granted pursuant to this Section when the two hundred fifty (250) hours has been used up during a fiscal year, and any unused balance of the two hundred fifty (250) hours of administrative leave at the close of the fiscal year may not be carried forward for use during the next fiscal year. All requests for administrative leave pursuant to this provision are subject to the approval of the Sheriff or the Sheriff's designee. The parties agree that the DSA will not request administrative leave under this Section for business or activities that are detrimental to the Department.

#### Section 4.12 Accidental Life Insurance Benefit

In addition to any other life insurance or death benefit provided by the County, the County shall pay a death benefit of ten thousand dollars (\$10,000) upon the death of any employee covered by this Agreement whose death results from an accidental personal injury arising out of and in the course of his/her employment.

#### Section 4.13 Health Insurance Premiums

1. The Employer shall contribute seventy-five percent (75%) to the cost of the point of service health insurance plan for any employee who elects to participate in the program. Participating employees shall contribute the remaining twenty-five percent (25%).

2. The County shall contribute eighty percent (80%) to the cost of a prepaid group health plan or Health Maintenance Organization (HMO) for any employee who elects to participate in the program. Participating employees shall contribute the remaining twenty percent (20%).

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

4. The Employer shall contribute ninety percent (90%) to the County's deductible prescription and optical care programs for any employee covered by this Agreement who elects to participate in either program. The participating employee shall contribute the remaining ten percent (10%). Employees who choose not to enroll in the Prescription Drug Plan may choose to receive a credit instead.

5. Two Dental Plans are available to employees, the cost of which is paid by the employee if the employees elects to enroll in either of the Plans.

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

7. Employees may contribute up to \$5,000 in a dependent flexible spending account and up to \$3,000 in a medical flexible spending account. The minimum that may be contributed to either account is \$10 per pay period for the 2000 Plan Year.

8. Group Life Insurance under the Beneflex Program. The County shall pay one hundred percent (100%) of the monthly premium for County life insurance for each employee in the amount of two (2) times the employee's annual salary up to a maximum amount of one hundred thousand dollars (\$100,000). Employees may choose to increase their life insurance from one to four times their annual salary up to a total of \$700,000 including the base amount provided by the County. Employees will pay for the increased coverage at rates based on their age. Employees may choose to reduce their life insurance to one times their annual salary and receive a credit.

#### **ARTICLE 5 -- SUPPLEMENTAL RETIREMENT BENEFIT**

Employees covered by this Agreement will participate in the Supplemental Pension Plan For General Schedule Employees in accordance with the provisions of that plan.

A Joint Study Committee with equal representation of the Union and the County shall be established and meet quarterly beginning July 1, 1999 to study whether there may be feasible pension alternatives for employees covered by this Agreement. By July 1, 2000, the committee

shall report its findings, with recommendations, to the Director, Office of Personnel and Labor Relations for forwarding to the Chief Administrative Officer.

## **ARTICLE 6 -- COOPERATION**

### **Section 6.01 Labor-Management Committee**

The DSA President and two (2) other employees covered by this Agreement and designated by the DSA President shall participate with management on a Labor-Management Committee. The Committee may meet as issues arise at times convenient to both parties, but not more than once a month unless so agreed by the parties. The party requesting a meeting of the Labor-Management Committee shall give the other party written notice of agenda item(s).

### **Section 6.02 Joint Study Committees**

A Joint Study Committee, consisting of the DSA, the Office of the Sheriff and the Office of Personnel and Labor Relations, will be established to examine the current promotional selection process with the objective of having the Office of the Sheriff interview and consider as many qualified bargaining unit members as possible for promotional vacancies. Committee recommendations will be made to the Sheriff who will have the discretion to accept the recommendations, reject the recommendations or accept them with modifications.

A Joint Study Committee will be established to examine the dress code policy for civilian employees in the Office of the Sheriff, including the standards of dress for each section and the policy for deciding when to replace worn or unserviceable uniforms. Committee recommendations will be made to the Sheriff who will have the discretion to accept the recommendations, reject the recommendations or accept them with modifications.

A Joint Study Committee will be established to examine voluntary overtime distribution. Committee recommendations will be made to the Sheriff who will have the discretion to accept the recommendations, reject the recommendations or accept them with modifications.

A Joint Study Committee will be established to examine the subject of work schedules and alternative schedules for employees covered by this Agreement. Committee recommendations will be made to the Sheriff who will have the discretion to accept the recommendations, reject the recommendations or accept them with modifications.

## **ARTICLE 7 -- GRIEVANCE PROCEDURE**

Any question arising out of and during the term of this Agreement involving an interpretation or application of any of the express provisions of this Agreement shall be considered a grievance and subject to resolution pursuant to the following procedures:

Step 1. When an employee subject to the provisions of this Agreement feels he/she is aggrieved by a violation of this Agreement, he/she, through the DSA President, within seven (7) working days after the occurrence of the violation, shall file with the Office of the Sheriff a written notice of the grievance. The written notice must set forth relevant information

concerning the alleged grievance, including a short description thereof, the date on which the grievance occurred, and the provision(s) of the agreement alleged to have been violated.

Upon receipt of a grievance, the Office of the Sheriff will conduct an investigation of the grievance. The Office of the Sheriff may take up to thirty (30) working days to complete its investigation, unless there are five (5) or more grievances pending at Step 1 at any one time. In such cases, the thirty (30) working day time limit as provided above will not apply to those grievances and individual time limits will be agreed upon by the DSA and the Office of the Sheriff. Following the investigation, the aggrieved employee, the President of the DSA, and a representative of the Office of the Sheriff will meet at a mutually agreeable time and endeavor to adjust the matter. The Office of the Sheriff will provide the DSA with a written response to the grievance not later than seven (7) working days following the meeting. If the parties fail to resolve the matter at this Step 1, the grieving party may, within five (5) working days thereafter, pursue Step 2 of the grievance procedure. Time limits as provided for herein may be extended by mutual agreement of the parties.

Step 2. If the grievance shall have been submitted but not adjusted under Step 1, either the DSA President or the County may request in writing, within seven (7) working days after the grievance has been denied at Step 1, that the grievance be submitted to an arbitrator mutually agreed upon by them. In the event that the parties are unable to agree on an arbitrator, the DSA and the County shall request the American Arbitration Association to provide them with a list of arbitrators from which an arbitrator shall be selected. The rules of the American Arbitration Association shall govern the conduct of the arbitration hearing.

The decision of the arbitrator shall be specifically limited to the matter submitted to him/her. He/She shall have no authority in any manner to amend, alter or change any provision of this Agreement. The decision of the arbitrator shall be final, binding and conclusive on the County, the DSA and the employee involved. The fees and expenses of the arbitrator shall be borne by the losing party.

## **ARTICLE 8 -- PUBLICATION OF AGREEMENT**

The County shall provide copies of this Agreement to the DSA for its distribution of one (1) copy to each employee covered by this Agreement.

## **ARTICLE 9 -- SAVINGS CLAUSE**

In the event that any Article, Section or portion of this Agreement shall 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 shall leave unaffected the remainder of this Agreement. Upon issuance of such a decision, the Employer and the DSA agree to immediately negotiate a substitution for the invalidated Article, Section or portion thereof.

## **ARTICLE 10 -- DURATION**

This Agreement shall become effective on July 1, 1999, unless otherwise stated in specific sections, and shall remain in full force and effect until June 30, 2001. This Agreement shall be automatically renewed from year to year after June 30, 2001 unless either party shall notify the other in writing no later than October 1, 2000 (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 \_\_\_\_\_, 199\_\_, in Upper Marlboro, Prince George's County, Maryland.

DEPUTY SHERIFF'S ASSOCIATION  
OF PRINCE GEORGE'S COUNTY,  
INC.

PRINCE GEORGE'S COUNTY,  
MARYLAND

---

Michael A. Jackson  
President

Howard W. Stone, Jr.  
Chief Administrative Officer

## ATTACHMENT A

### SALARY SCHEDULE Z SCHEDULE OF PAY GRADES

NOTE: 1. Merit increases for employees covered by this Agreement who earn less than the maximum of their grade shall be granted at a rate of three and a half percent (3.5%), in accordance with the Personnel Law. Employees will continue to receive three and a half percent (3.5%) merit increases until one of the following occurs.

- a) They reach the maximum;
  - b) The three and a half percent (3.5%) increase would establish the hourly rate one percent (1%) or less below the maximum, in which case the hourly rate will be automatically adjusted upward to the maximum; or,
  - c) The three and a half percent (3.5%) merit adjustment would cause an employee's salary rate to exceed the maximum rate established for that grade, in which case the employee's salary will instead be adjusted to equal the maximum applicable rate.
2. Steps for the purpose of promotions, demotions, discipline, and reallocations shall be at a rate of five percent (5%) and shall be governed by the Personnel Law.
3. Anniversary Dates Employees covered by this Agreement and hired before July 1, 1997 will keep the anniversary dates that they held on July 1, 1997 for as long as they are continuously employed. Employees hired on or after July 1, 1997 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.
4. Effective July 4, 1999 to provide the following adjustment to the maximum rate and the establishment of longevity rates:

The maximum rates of pay for all grades on Salary Schedule Z will be increased by six-tenths of one percent (0.6%)

L1 - Three percent (3%) above the maximum rate, to which an employee will be eligible to advance after completing fifteen (15) years of service.

L2 - Three percent (3%) above the L1 rate, to which an employee will be eligible to advance after completing seventeen (17) years of service.

L3 - Three percent (3%) above the L2 rate, to which an employee will be eligible to advance after completing nineteen (19) years of service.

L4 - Three percent (3%) above the L3 rate, to which an employee will be eligible to advance after completing twenty-two (22) years of service.

L5 - Three percent (3%) above the L4 rate, to which an employee will be eligible to advance after completing twenty-five (25) years of service.

L6 - Two and one-half percent (2.5%) above the L5 rate, to which an employee will be eligible to advance after completing twenty-eight (28) years of service.

The longevity steps, described above, will be phased in as follows:

1. Beginning in FY2000, advancement to a longevity step will be effective on an employee's anniversary date.

2. An employee at the maximum rate (or the current longevity rate), whose anniversary date falls between July 1 and July 3, 1999, and who has completed the required years of service for a longevity step (after subtracting two (2) years for lack of credit toward a merit increase during FY96 and FY97) will advance to the first (or next) longevity step, as appropriate, effective on July 4, 1999.

3. An employee, whose years of service (after subtracting two (2) years for lack of credit toward a merit increase during FY96 and FY97) would otherwise warrant his/her advancement by more than a single longevity step during FY2000, will only advance at the rate of one longevity step per fiscal year until the employee reaches the longevity step appropriate for his/her years of service (adjusted for two (2) years' lack of credit toward a merit increase during FY96 and FY97).

**SALARY SCHEDULE Z**  
**DEPUTY SHERIFF'S ASSOCIATION**  
**(CIVILIAN UNITS)**  
**EFFECTIVE JULY 4, 1999**  
**PRINCE GEORGE'S COUNTY MARYLAND**

<u>GRADE</u>	<u>MIN</u>	<u>MAX</u>	<u>L1</u>	<u>L2</u>	<u>L3</u>	<u>L4</u>	<u>L5</u>	<u>L6</u>
Z06								
HOURLY	7.7259	12.0254	12.3862	12.7577	13.1405	13.5347	13.9407	14.2893
BIWEEKLY	618.07	962.03	990.89	1,020.62	1,051.24	1,082.78	1,115.26	1,143.14
ANNUAL	16,070	25,013	25,763	26,536	27,332	28,152	28,997	29,722
Z07								
HOURLY	8.1120	12.6269	13.0057	13.3959	13.7978	14.2117	14.6380	15.0040
BIWEEKLY	648.96	1,010.15	1,040.46	1,071.67	1,103.82	1,136.93	1,171.04	1,200.32
ANNUAL	16,873	26,264	27,052	27,863	28,699	29,560	30,447	31,208
Z08								
HOURLY	8.5177	13.2581	13.6558	14.0655	14.4875	14.9221	15.3698	15.7540
BIWEEKLY	681.42	1,060.65	1,092.47	1,125.24	1,159.00	1,193.77	1,229.58	1,260.32
ANNUAL	17,717	27,577	28,404	29,256	30,134	31,038	31,969	32,768
Z09								
HOURLY	8.9435	13.9209	14.3385	14.7687	15.2117	15.6681	16.1381	16.5416
BIWEEKLY	715.48	1,113.67	1,147.08	1,181.49	1,216.94	1,253.45	1,291.05	1,323.33
ANNUAL	18,602	28,955	29,824	30,719	31,640	32,590	33,567	34,407
Z10								
HOURLY	9.3907	14.6169	15.0554	15.5071	15.9723	16.4514	16.9450	17.3686
BIWEEKLY	751.26	1,169.35	1,204.43	1,240.57	1,277.78	1,316.12	1,355.60	1,389.49
ANNUAL	19,533	30,403	31,315	32,255	33,222	34,219	35,246	36,127
Z11								
HOURLY	9.8601	15.3479	15.8083	16.2826	16.7711	17.2742	17.7924	18.2372
BIWEEKLY	788.81	1,227.83	1,264.67	1,302.61	1,341.69	1,381.94	1,423.39	1,458.98
ANNUAL	20,509	31,924	32,881	33,868	34,884	35,930	37,008	37,933
Z12								
HOURLY	10.3532	16.1153	16.5988	17.0967	17.6096	18.1379	18.6820	19.1491
BIWEEKLY	828.26	1,289.22	1,327.90	1,367.74	1,408.77	1,451.03	1,494.56	1,531.93
ANNUAL	21,535	33,520	34,525	35,561	36,628	37,727	38,859	39,830
Z13								
HOURLY	10.8707	16.9211	17.4287	17.9516	18.4901	19.0448	19.6162	20.1066
BIWEEKLY	869.66	1,353.69	1,394.30	1,436.13	1,479.21	1,523.59	1,569.30	1,608.53
ANNUAL	22,611	35,196	36,252	37,339	38,459	39,613	40,802	41,822

<b><u>GRADE</u></b>	<b><u>MIN</u></b>	<b><u>MAX</u></b>	<b><u>L1</u></b>	<b><u>L2</u></b>	<b><u>L3</u></b>	<b><u>L4</u></b>	<b><u>L5</u></b>	<b><u>L6</u></b>
Z14								
HOURLY	11.4143	17.7672	18.3002	18.8492	19.4147	19.9971	20.5971	21.1120
BIWEEKLY	913.14	1,421.38	1,464.02	1,507.94	1,553.18	1,599.77	1,647.76	1,688.96
ANNUAL	23,742	36,956	38,064	39,206	40,383	41,594	42,842	43,913
Z15								
HOURLY	11.9850	18.6556	19.2153	19.7917	20.3855	20.9970	21.6270	22.1676
BIWEEKLY	958.80	1,492.45	1,537.22	1,583.34	1,630.84	1,679.76	1,730.16	1,773.41
ANNUAL	24,929	38,804	39,968	41,167	42,402	43,674	44,984	46,109
Z16								
HOURLY	12.5844	19.5883	20.1759	20.7812	21.4047	22.0468	22.7082	23.2759
BIWEEKLY	1,006.75	1,567.06	1,614.08	1,662.50	1,712.37	1,763.74	1,816.66	1,862.07
ANNUAL	26,176	40,744	41,966	43,225	44,522	45,857	47,233	48,414
Z17								
HOURLY	13.2135	20.5676	21.1846	21.8202	22.4748	23.1490	23.8435	24.4396
BIWEEKLY	1,057.08	1,645.41	1,694.77	1,745.61	1,797.98	1,851.92	1,907.48	1,955.17
ANNUAL	27,484	42,781	44,064	45,386	46,748	48,150	49,594	50,834
Z18								
HOURLY	13.8742	21.5962	22.2441	22.9114	23.5988	24.3067	25.0359	25.6618
BIWEEKLY	1,109.94	1,727.70	1,779.53	1,832.91	1,887.90	1,944.54	2,002.87	2,052.95
ANNUAL	28,858	44,920	46,268	47,656	49,085	50,558	52,075	53,377
Z19								
HOURLY	14.5681	22.6759	23.3562	24.0569	24.7786	25.5219	26.2876	26.9448
BIWEEKLY	1,165.45	1,814.07	1,868.49	1,924.55	1,982.29	2,041.75	2,103.01	2,155.58
ANNUAL	30,302	47,166	48,581	50,038	51,539	53,086	54,678	56,045

The hourly rates are the January 3, 1999 rates amended pursuant to paragraph 4 of Attachment A of this Agreement and multiplied by 101.5%. For administrative purposes the hourly rates are the controlling rates. Biweekly rates are the hourly rates multiplied by 80. Annual rates are the hourly rates multiplied by 2,080 and rounded to the nearest dollar.

**SALARY SCHEDULE Z**  
**DEPUTY SHERIFF'S ASSOCIATION**  
**(CIVILIAN UNITS)**  
**EFFECTIVE OCTOBER 8, 2000**  
**PRINCE GEORGE'S COUNTY MARYLAND**

<u>GRADE</u>	<u>MIN</u>	<u>MAX</u>	<u>L1</u>	<u>L2</u>	<u>L3</u>	<u>L4</u>	<u>L5</u>	<u>L6</u>
Z06								
HOURLY	7.8418	12.1330	12.5720	12.9491	13.3376	13.7377	14.1498	14.5036
BIWEEKLY	627.34	970.64	1,005.76	1,035.93	1,067.01	1,099.02	1,131.98	1,160.29
ANNUAL	16,311	25,237	26,150	26,934	27,742	28,574	29,432	30,167
Z07								
HOURLY	8.2337	12.7399	13.2008	13.5968	14.0048	14.4249	14.8576	15.2291
BIWEEKLY	658.70	1,019.19	1,056.06	1,087.74	1,120.38	1,153.99	1,188.61	1,218.33
ANNUAL	17,126	26,499	27,458	28,281	29,130	30,004	30,904	31,677
Z08								
HOURLY	8.6455	13.3767	13.8606	14.2765	14.7048	15.1459	15.6003	15.9903
BIWEEKLY	691.64	1,070.14	1,108.85	1,142.12	1,176.38	1,211.67	1,248.02	1,279.22
ANNUAL	17,983	27,824	28,830	29,695	30,586	31,503	32,449	33,260
Z09								
HOURLY	9.0777	14.0455	14.5536	14.9902	15.4399	15.9031	16.3802	16.7897
BIWEEKLY	726.22	1,123.64	1,164.29	1,199.22	1,235.19	1,272.25	1,310.42	1,343.18
ANNUAL	18,882	29,215	30,271	31,180	32,115	33,078	34,071	34,923
Z10								
HOURLY	9.5316	14.7476	15.2812	15.7397	16.2119	16.6982	17.1992	17.6291
BIWEEKLY	762.53	1,179.81	1,222.50	1,259.18	1,296.95	1,335.86	1,375.94	1,410.33
ANNUAL	19,826	30,675	31,785	32,739	33,721	34,732	35,774	36,669
Z11								
HOURLY	10.0080	15.4852	16.0454	16.5268	17.0227	17.5333	18.0593	18.5108
BIWEEKLY	800.64	1,238.82	1,283.63	1,322.14	1,361.82	1,402.66	1,444.74	1,480.86
ANNUAL	20,817	32,209	33,374	34,376	35,407	36,469	37,563	38,502
Z12								
HOURLY	10.5085	16.2595	16.8478	17.3532	17.8737	18.4100	18.9622	19.4363
BIWEEKLY	840.68	1,300.76	1,347.82	1,388.26	1,429.90	1,472.80	1,516.98	1,554.90
ANNUAL	21,858	33,820	35,043	36,095	37,177	38,293	39,441	40,428
Z13								
HOURLY	11.0338	17.0725	17.6901	18.2209	18.7675	19.3305	19.9104	20.4082
BIWEEKLY	882.70	1,365.80	1,415.21	1,457.67	1,501.40	1,546.44	1,592.83	1,632.66
ANNUAL	22,950	35,511	36,795	37,899	39,036	40,207	41,414	42,449

<b><u>GRADE</u></b>	<b><u>MIN</u></b>	<b><u>MAX</u></b>	<b><u>L1</u></b>	<b><u>L2</u></b>	<b><u>L3</u></b>	<b><u>L4</u></b>	<b><u>L5</u></b>	<b><u>L6</u></b>
Z14								
HOURLY	11.5855	17.9261	18.5747	19.1319	19.7059	20.2971	20.9061	21.4287
BIWEEKLY	926.84	1,434.09	1,485.98	1,530.55	1,576.47	1,623.77	1,672.49	1,714.30
ANNUAL	24,098	37,286	38,635	39,794	40,988	42,218	43,485	44,572
Z15								
HOURLY	12.1648	18.8225	19.5035	20.0886	20.6913	21.3120	21.9514	22.5001
BIWEEKLY	973.18	1,505.80	1,560.28	1,607.09	1,655.30	1,704.96	1,756.11	1,800.01
ANNUAL	25,303	39,151	40,567	41,784	43,038	44,329	45,659	46,800
Z16								
HOURLY	12.7732	19.7636	20.4785	21.0929	21.7258	22.3775	23.0488	23.6250
BIWEEKLY	1,021.86	1,581.09	1,638.28	1,687.43	1,738.06	1,790.20	1,843.90	1,890.00
ANNUAL	26,568	41,108	42,595	43,873	45,190	46,545	47,942	49,140
Z17								
HOURLY	13.4117	20.7516	21.5024	22.1475	22.8119	23.4962	24.2012	24.8062
BIWEEKLY	1,072.94	1,660.13	1,720.19	1,771.80	1,824.95	1,879.70	1,936.10	1,984.50
ANNUAL	27,896	43,163	44,725	46,067	47,449	48,872	50,338	51,597
Z18								
HOURLY	14.0823	21.7894	22.5778	23.2551	23.9528	24.6713	25.4114	26.0467
BIWEEKLY	1,126.58	1,743.15	1,806.22	1,860.41	1,916.22	1,973.70	2,032.91	2,083.74
ANNUAL	29,291	45,322	46,962	48,371	49,822	51,316	52,856	54,177
Z19								
HOURLY	14.7866	22.8788	23.7065	24.4178	25.1503	25.9047	26.6819	27.3490
BIWEEKLY	1,182.93	1,830.30	1,896.52	1,953.42	2,012.02	2,072.38	2,134.55	2,187.92
ANNUAL	30,756	47,588	49,310	50,789	52,313	53,882	55,498	56,886

The hourly rates are the July 4, 1999 rates multiplied by 101.5%. For administrative purposes the hourly rates are the controlling rates. Biweekly rates are the hourly rates multiplied by 80. Annual rates are the hourly rates multiplied by 2,080 and rounded to the nearest dollar.

**SALARY SCHEDULE Z**  
**DEPUTY SHERIFF'S ASSOCIATION**  
**(CIVILIAN UNITS)**  
**EFFECTIVE APRIL 8, 2001**  
**PRINCE GEORGE'S COUNTY MARYLAND**

<u><b>GRADE</b></u>	<u><b>MIN</b></u>	<u><b>MAX</b></u>	<u><b>L1</b></u>	<u><b>L2</b></u>	<u><b>L3</b></u>	<u><b>L4</b></u>	<u><b>L5</b></u>	<u><b>L6</b></u>
Z06								
HOURLY	7.9594	12.3150	12.7606	13.1433	13.5377	13.9438	14.3620	14.7212
BIWEEKLY	636.75	985.20	1,020.85	1,051.46	1,083.02	1,115.50	1,148.96	1,177.70
ANNUAL	16,556	25,615	26,542	27,338	28,158	29,003	29,873	30,620
Z07								
HOURLY	8.3572	12.9310	13.3988	13.8008	14.2149	14.6413	15.0805	15.4575
BIWEEKLY	668.58	1,034.48	1,071.90	1,104.06	1,137.19	1,171.30	1,206.44	1,236.60
ANNUAL	17,383	26,896	27,870	28,706	29,567	30,454	31,367	32,152
Z08								
HOURLY	8.7752	13.5774	14.0685	14.4906	14.9254	15.3731	15.8343	16.2302
BIWEEKLY	702.02	1,086.19	1,125.48	1,159.25	1,194.03	1,229.85	1,266.74	1,298.42
ANNUAL	18,252	28,241	29,262	30,140	31,045	31,976	32,935	33,759
Z09								
HOURLY	9.2139	14.2562	14.7719	15.2151	15.6715	16.1416	16.6259	17.0415
BIWEEKLY	737.11	1,140.50	1,181.75	1,217.21	1,253.72	1,291.33	1,330.07	1,363.32
ANNUAL	19,165	29,653	30,726	31,647	32,597	33,575	34,582	35,446
Z10								
HOURLY	9.6746	14.9688	15.5104	15.9758	16.4551	16.9487	17.4572	17.8935
BIWEEKLY	773.97	1,197.50	1,240.83	1,278.06	1,316.41	1,355.90	1,396.58	1,431.48
ANNUAL	20,123	31,135	32,262	33,230	34,227	35,253	36,311	37,218
Z11								
HOURLY	10.1581	15.7175	16.2861	16.7747	17.2780	17.7963	18.3302	18.7885
BIWEEKLY	812.65	1,257.40	1,302.89	1,341.98	1,382.24	1,423.70	1,466.42	1,503.08
ANNUAL	21,129	32,692	33,875	34,891	35,938	37,016	38,127	39,080
Z12								
HOURLY	10.6661	16.5034	17.1005	17.6135	18.1418	18.6862	19.2466	19.7278
BIWEEKLY	853.29	1,320.27	1,368.04	1,409.08	1,451.34	1,494.90	1,539.73	1,578.22
ANNUAL	22,185	34,327	35,569	36,636	37,735	38,867	40,033	41,034
Z13								
HOURLY	11.1993	17.3286	17.9555	18.4942	19.0490	19.6205	20.2091	20.7143
BIWEEKLY	895.94	1,386.29	1,436.44	1,479.54	1,523.92	1,569.64	1,616.73	1,657.14
ANNUAL	23,295	36,043	37,347	38,468	39,622	40,811	42,035	43,086

<b><u>GRADE</u></b>	<b><u>MIN</u></b>	<b><u>MAX</u></b>	<b><u>L1</u></b>	<b><u>L2</u></b>	<b><u>L3</u></b>	<b><u>L4</u></b>	<b><u>L5</u></b>	<b><u>L6</u></b>
Z14								
HOURLY	11.7593	18.1950	18.8533	19.4189	20.0015	20.6016	21.2197	21.7501
BIWEEKLY	940.74	1,455.60	1,508.26	1,553.51	1,600.12	1,648.13	1,697.58	1,740.01
ANNUAL	24,459	37,846	39,215	40,391	41,603	42,851	44,137	45,240
Z15								
HOURLY	12.3473	19.1048	19.7961	20.3899	21.0017	21.6317	22.2807	22.8376
BIWEEKLY	987.78	1,528.38	1,583.69	1,631.19	1,680.14	1,730.54	1,782.46	1,827.01
ANNUAL	25,682	39,738	41,176	42,411	43,684	44,994	46,344	47,502
Z16								
HOURLY	12.9648	20.0601	20.7857	21.4093	22.0517	22.7132	23.3945	23.9794
BIWEEKLY	1,037.18	1,604.81	1,662.86	1,712.74	1,764.14	1,817.06	1,871.56	1,918.35
ANNUAL	26,967	41,725	43,234	44,531	45,868	47,243	48,661	49,877
Z17								
HOURLY	13.6129	21.0629	21.8249	22.4797	23.1541	23.8486	24.5642	25.1783
BIWEEKLY	1,089.03	1,685.03	1,745.99	1,798.38	1,852.33	1,907.89	1,965.14	2,014.26
ANNUAL	28,315	43,811	45,396	46,758	48,161	49,605	51,094	52,371
Z18								
HOURLY	14.2935	22.1162	22.9165	23.6039	24.3121	25.0414	25.7926	26.4374
BIWEEKLY	1,143.48	1,769.30	1,833.32	1,888.31	1,944.97	2,003.31	2,063.41	2,114.99
ANNUAL	29,730	46,002	47,666	49,096	50,569	52,086	53,649	54,990
Z19								
HOURLY	15.0084	23.2220	24.0621	24.7841	25.5276	26.2933	27.0821	27.7592
BIWEEKLY	1,200.67	1,857.76	1,924.97	1,982.73	2,042.21	2,103.46	2,166.57	2,220.74
ANNUAL	31,217	48,302	50,049	51,551	53,097	54,690	56,331	57,739

The hourly rates are the October 8, 2000 rates multiplied by 101.5%. For administrative purposes the hourly rates are the controlling rates. Biweekly rates are the hourly rates multiplied by 80. Annual rates are the hourly rates multiplied by 2,080 and rounded to the nearest dollar.