

COUNTY COUNCIL OF PRINCE GEORGE'S COUNTY, MARYLAND

Legislative Session _____ 1991 _____

Bill No. _____ CB-74-1991 _____

Chapter No. _____ 57 _____

Proposed and Presented by The Chairman (by request -

County Executive)

Introduced by Council Members Pemberton, Bell, Casula,

Castaldi and MacKinnon

Co-Sponsors _____

Date of Introduction _____ September 10, 1991 _____

BILL

AN ACT concerning

Collective Bargaining Agreement - Fraternal Order
of Police, Lodge #89, Inc.

FOR the purpose of approving the labor agreement by and between Prince George's County and Fraternal Order of Police, Lodge #89, Inc., to provide for wage increases 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

(1987 Edition, 1989 Supplement, as

amended by CB-19-1990).

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George's County, Maryland, that Section 16-233 (f) (2) of the Prince George's County Code be and the same is hereby repealed and reenacted with the following amendments: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, 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, Lodge #89, Inc., on [February 7, 1990] June 24, 1991, hereby approves said agreement in accordance with the provisions of Section 13A-109 of the Prince George's County Code.

SECTION 2. BE IT FURTHER ENACTED that this Act shall become effective forty-five (45) calendar days after it becomes law and that the provisions of the contract shall be retroactively effective to July 1, 1991.

Adopted this 1st day of October, 1991.

COUNTY COUNCIL OF PRINCE
GEORGE'S COUNTY, MARYLAND

BY: _____
Anne MacKinnon
Acting Chairman

ATTEST:

Maurene W. Epps
Acting Clerk of the Council

APPROVED:

DATE: _____

BY: _____
Parris N. Glendening
County Executive

KEY:

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

AGREEMENT MADE BY
AND BETWEEN
PRINCE GEORGE'S COUNTY, MARYLAND
AND
FRATERNAL ORDER OF POLICE
LODGE #89
July 1, 1991 through June 30, 1993

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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, 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, 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 six (6) F.O.P. 89 members for the purpose of attending national conventions and conferences and to eight (8) 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 seven hundred fifty (750) 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 seven hundred fifty (750) 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, and there will not be a telex terminal at the F.O.P. 89 Lodge.

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 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 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 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 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.

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

JOB SECURITY

From the signing date of the March 1991 Settlement Agreement giving rise to this Agreement through June 30, 1993, no employee covered by this agreement will be furloughed or separated from employment as the result of a reduction-in-force.

ARTICLE V

WAGES

Section 5.01 Wages.

- A. FY 1992 and FY 1993. Effective the first full pay period beginning on or after April 1, 1992, employees covered by this Agreement will receive a seven percent (7%) increase in their base hourly rates of pay.
- B. Wage Scale for Police Officers. The modifications in the wage scale as described in Attachment A attached hereto, are effective beginning with the first full pay period in July, 1989.

Section 5.02 Contribution to Retirement Trust Fund.

Effective the first full pay period beginning July 1987, the employee contribution to the Retirement Trust Fund shall be reduced from six percent (6%) to five and one-half percent (5 1/2%) of salary. Effective the first full pay period beginning in July 1988, the employee contribution to the Retirement Trust Fund shall be reduced from five and one-half percent (5 1/2%) to five percent (5%) of salary.

Section 5.03 Group Health Insurance Coverage.

- A. The County shall contribute seventy-five percent (75%) to the cost of the County's high option health insurance program (other than prepaid group health plans) or eighty percent (80%) to the cost of the County's standard option health insurance program for any employee who elects to participate in one program or the other. Participating employees shall contribute the remaining twenty-five percent (25%) or twenty percent (20%), respectively.
- B. For those employees who elect to enroll in a pre-paid group health plan or Health Maintenance Organization (HMO), the County's contribution shall be equal to the County's dollar contribution to the high option health insurance program in A. above. Participating employees shall contribute the dollar difference between the total contribution and the County's contribution.
- 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 5.04 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 shall receive, retroactive to the first day in the acting capacity, a rate of pay equal to the rate he would receive upon promotion to the acting rank, and he shall continue to be paid at that rate until relieved of the position by the person for whom he is acting, or by a person of rank equal to that position, or by a superior authority, except he 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.

Section 5.05 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.

Section 5.06 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 normal off-duty hours shall be paid for a minimum of three (3) hours at one and one-half (1 1/2) times his 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.

Section 5.07 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 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 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.

- 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 5.07.

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 5.07. 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

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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 5.08 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 5.09 Shift Differential.

- A. Effective the first full pay period beginning on or after July 1, 1989, a shift differential of one dollar and seventy-five cents (\$1.75) per hour shall be paid for all time worked on the first shift (i.e., the night shift -- 2200 hours to 0800 hours) to each employee specifically assigned to work the first shift.
- B. Effective the first full pay period beginning on or after July 1, 1990, a shift differential of two dollars (\$2.00) per hour shall be paid for all time worked on the first shift to each employee specifically assigned to work the first shift.

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- C. Effective the first full pay period beginning on or after July 1, 1989, a shift differential of seventy-five cents (75¢) per hour shall be paid for all time worked on the the third shift to each employee specifically assigned to work the third shift.
- D. Effective the first full pay period beginning on or after July 1, 1990, a shift differential of eighty-five cents (85¢) per hour shall be paid for all time worked on the the third shift to each employee specifically assigned to work the third shift.
- E. Effective the first full pay period beginning on or after July 1, 1991, a shift differential of ninety-five cents (95¢) per hour shall be paid for all time worked on the the third shift to each employee specifically assigned to work the third shift.
- F. The shift differentials provided for in this Article V 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.
- G. When the hours worked fall within the third and first 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.
- H. Any employee specifically assigned to the second shift (i.e., the day shift - 0700 hours to 1700 hours) shall not be entitled to a shift differential.

Section 5.10 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 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 hours).
- B. In determining the number of hours beyond three 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.

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- C. For court time beyond three hours, the officer shall be compensated in 30 minute segments as described below:

<u>Time Beyond 3 Hours</u>	<u>Hours of Pay Pursuant to Paragraphs 2 & 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 beyond three in a day.
- E. An officer has 60 days to use such court earned compensatory time. If the officer does not use or is unable to use such compensatory time within 60 days or if he is denied the use of compensatory time on two occasions, he 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 normal work day shall receive overtime pursuant to section 5.07 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 5.10 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 5.11 Workweek. The workweek is the 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 40 hours. Although full-time employees assigned to shift work may not work exactly 40 hours in a workweek, the number of hours in the workweek of employees on such rotating shifts shall average forty hours a week over the year.

Section 5.12 Field Training Officer Compensation. Employees covered by this Agreement who are assigned to the Field Training Officer Program shall receive four hundred dollars (\$400) upon successful completion of their assignment as Field Training Officers.

Section 5.13 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:

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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 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.

Furthermore, within ninety (90) days following enactment of this Agreement, the Joint County/F.O.P. 89 FIT Committee shall submit to the Chief of Police recommendations regarding the purchase of additional exercise equipment at the six District Stations, SOD and the Academy.

ARTICLE VI

LEAVE

Section 6.01 Sick and Death Leave. Sick and Death Leave policies shall be administered in accordance with the Personnel Law, provided, however, that the Sick and Death 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 6.02 Annual Leave. Annual Leave policies shall be administered in accordance with the Prince George's County Personnel Law, except that, effective July 1, 1991, a maximum of one hundred fifteen (115) days of accumulated Annual Leave may be carried over from one (1) leave year to the next by employees covered by this Agreement.

Section 6.03 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 6.04 Discretionary Leave.

- A. Effective July 1, 1984, employees covered by this Agreement shall be eligible for one (1) day of Discretionary Leave per fiscal year. Discretionary Leave may not be taken in increments, must be requested and approved in advance, and unused Discretionary Leave cannot be carried over from one year to the next.

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- B. Effective July 1, 1985, 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 (1) day of Discretionary Leave per fiscal year in addition to the one (1) day of Discretionary Leave described in subparagraph A above, subject to the same limitations described in subparagraph A above.

Section 6.05 Disability Leave. Effective July 1, 1987, Disability leave policies shall be administered in accordance with the 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 6.06 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 the number of hours of compensatory leave (not to exceed eight (8) hours per employee per twenty-four (24) hour period) 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 (24) hour period, the employee shall

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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 VII

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 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.

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ARTICLE VIII

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.

ARTICLE IX

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 shift (i.e., midnight shift - 2200 to 0800) in accordance with departmental regulations. Officers who elect to wear blue utility uniforms on the first shift 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 equal installments in July and January of the applicable fiscal year.

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- B. A clothing allowance of eight hundred twenty-five dollars (\$825) shall be disbursed in each year of the Agreement. Notwithstanding the previous sentence, during fiscal years 1992 and 1993 (July 1, 1991 through June 30, 1993) employees will be paid one-half (1/2) of the regular clothing allowance referenced in the preceding sentence, i.e., four hundred twelve dollars and fifty cents (\$412.50) per fiscal year.

ARTICLE X

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 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 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 day of the month in which payments are to be made. TEC pay shall not apply to those assigned to the scooter patrol.

ARTICLE XI

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.

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ARTICLE XII

SEVERANCE PAY

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

ARTICLE XIII

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 length of service with the Police Department.

ARTICLE XIV

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 XV

PERSONNEL FILES

Section 15.01 Review. By appointment with an appropriate person in the Office of Personnel, the employee, upon presenting his identification, shall be permitted to examine his 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 file, that he 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.

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Section 15.02 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 15.03 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 XVI

EDUCATION INCENTIVE

Section 16.01 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 16.02 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 16.03 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 18 credit hours are taken in direct job-related courses, the degree shall be accepted by the Chief of Police.

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Section 16.04 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. + 30 grad. hrs. or M.A./M.S.	20% inc.	-base salary
B.A./B.S.	15% 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 shall thereafter retain the higher benefit.

Section 16.05 EIP Program B.

A. Employees employed as of July 1, 1978 who are not eligible for EIP under Section 16.04 above and employees employed after such following method of compensation:

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

B. In order to receive benefits under Program B, an employee must pursue an approved degree as identified in Section 16.03.

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 60 credit hours he shall thereafter retain those benefits.

¹ Credit hours or their equivalent as established by the respective school.

² To be temporarily compensated subject to continuation of education; i.e., taking at least 1 course per each 12 consecutive month period.

Section 16.06 Eligibility for E.I.P.

- A. Any employee who is not presently receiving education incentive pay but who has successfully completed at least one course in an approved curricula by July 23, 1981 (see Section 16.03 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 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 XVII

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 17.01 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 Commander 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 Commander. 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.

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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 Commander.
- 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 17.02 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 17.01) 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 Commander. 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.

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Section 17.03 Extension of Time Limits. The time limits set forth in Sections 17.01 and 17.02 may be extended by agreement of the parties as needed.

ARTICLE XVIII

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 XIX

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."

ARTICLE XX

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.

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ARTICLE XXI

GRIEVANCE AND ARBITRATION PROCEDURE

Section 21.01 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 21.02 Exclusive Procedure. The provisions of this grievance procedure shall be the only grievance procedure applicable to the employees covered by this Agreement.

Section 21.03 Grievance Procedure. Grievances shall be presented and adjusted in the following manner:

Step 1. Within five (5) days after the event giving rise to the grievance or within five (5) 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.

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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 21.04 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 21.05 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.

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- 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 21.06 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 shall have no further right to continue the grievance.

Section 21.07 Days Defined. The term "days" as used in this grievance procedure shall mean working days.

Section 21.08 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 XXII

NO STRIKE OR LOCKOUT

Section 22.01 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 22.02 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 22.03 The County shall have the right to discipline, by way of discharge or otherwise, any employee who participates in such illegal conduct.

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ARTICLE XXIII

PUBLICATION OF AGREEMENT

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

ARTICLE XXIV

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 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 480 hours may elect to sell up to eighty (80) hours of such excess sick leave one 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 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 hour of pay for every two hours of sick leave cashed in.

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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 XXV

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 XXVI

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 XXVII

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.

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ARTICLE XXVIII

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 28.01 Joint and Survivor Option.

Employees who retire on a disability pension may elect a reduced joint and survivor pension.

Section 28.02 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 28.03 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 28.04 Supplemental Life Insurance Benefit.

The pension plan shall be amended to provide a supplemental life insurance benefit to a retiree until age 60 in an amount equal to the difference between the face value of his County term life insurance at the date of retirement and the decreased insured value of his 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 15% of the original face value per year, to a residual of 25% by reducing the Supplemental Life Insurance Benefit by 20% on the first day of the calendar month coinciding with or next following the date of his attainment of age sixty. On each of the next four (4) anniversaries the Supplemental Life Insurance Benefit will be reduced by the same dollar amount.

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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 28.05 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 21.03, Step 5, and 21.04 of Article XXI of this Agreement within ten (10) days of receipt of the plan's decision.

Section 28.06 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 28.07 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.

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Section 28.08 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 28.09 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 28.10 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 28.11 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 28.12 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.

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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 \$100.00 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.

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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 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 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

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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.

ARTICLE XXIX

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 XXX

DURATION AND REOPENER

- A. This Agreement shall become effective on July 1, 1991, unless otherwise stated in specific sections, and shall remain in full force and effect until June 30, 1993, unless reopened by the FOP in accordance with subparagraphs B or C below. This agreement shall be automatically renewed from year to year after June 30, 1993 unless either party shall notify the other in writing no later than October 1, 1992 (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.

- B. This Agreement may be reopened by the FOP for the purpose of renegotiating (1) paragraph A of Section 5.01 (Wages), (2) paragraph B of Article IX (Clothing Allowance), and (3) the first paragraph entitled "Other Provisions" of the March 1991 Settlement Agreement (Master Patrol Program) if both of the following conditions are satisfied: (1) the actual revenues received by the County's entire General Fund (i.e., the revenue categories of Real Property Tax, Personal Property Tax, Income Tax, Transfer and Recordation Tax, Other Taxes, State Shared Taxes, Licenses and Permits, Use of Money and Property, Charges

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for Services, Intergovernmental, Miscellaneous, Other Financing Sources, and Outside Sources), but excluding any proceeds from interfund or outside borrowing, for the entire fiscal year 1991 (i.e., July 1, 1990 through June 30, 1991) exceeds nine hundred and eighty million dollars (\$980,000,000.00) and (2) the FOP gives notice of its intent to exercise its right to reopen this Agreement under this subparagraph B no later than October 15, 1991. The reopener allowed by this subparagraph B shall be for purposes of renegotiating the three provisions noted above for the fiscal year 1992.

- C. This Agreement may be reopened by the FOP for the purpose of renegotiating (1) paragraph A of Section 5.01 (Wages), (2) paragraph B of Article IX (Clothing Allowance), and (3) the first paragraph entitled "Other Provisions" of the March 1991 Settlement Agreement (Master Patrol Program) if both of the following conditions are satisfied: (1) the actual revenues received by the portion of the County's entire General Fund (i.e., the revenue categories of Real Property Tax, Personal Property Tax, Income Tax, Transfer and Recordation Tax, Other Taxes, State Shared Taxes, Licenses and Permits, Use of Money and Property, Charges for Services, Intergovernmental, Miscellaneous, Other Financing Sources, and Outside Sources), but excluding any proceeds from interfund or outside borrowing, for the entire fiscal year 1992 (i.e., from July 1, 1991 through June 30, 1992) exceeds one billion and sixty million dollars (\$1,060,000,000.00) and (2) the FOP gives notice of its intent to exercise its right to reopen this Agreement under this subparagraph C no later than October 15, 1992. The reopener allowed by this subparagraph C shall be for purposes of renegotiating the three provisions noted above for the fiscal year 1993.
- D. To effectuate the provisions of subparagraphs B and C above, the County shall provide the FOP, immediately upon their availability and in no event less than two weeks prior to the October 15, 1991 and October 15, 1992 deadlines referenced above, access to and copies of the nonprivileged financial records of the County to determine the amount of actual revenues received by the County's General Fund during the relevant periods of time referenced above. These financial records may be used by the FOP and its retained experts for the purposes specified herein, but otherwise shall remain confidential.

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Signed on this 24th day of June, 1991, in Upper Marlboro, Prince George's County, Maryland.

FOR FRATERNAL ORDER OF
POLICE, LODGE 89:

FOR PRINCE GEORGE'S
COUNTY:

Darryl A. Jones, Sr.
President

Parris N. Glendening
County Executive

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

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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 3.5% from Step 0 through Step 11 and 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 rank on his anniversary date at the rate of one step per year up to and including Step 12, provided that he 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 years of service at each step (that is, after having completed fifteen and eighteen years of service, respectively), provided that his 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.

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). However, officers promoted to the ranks of Police Officer First Class or Police Corporal during the promotional cycles from October, 1991 through April, 1993, will continue to receive the same rates of pay as they received in their former ranks (except for any subsequent cost of living and/or anniversary increases) until the date on which promotions to Police Officer First Class and

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Police Corporal ranks become effective during the promotional cycle in October, 1993. On that date, officers who have been promoted to the ranks of Police Officer First Class and Police Corporal during the promotional cycles from October, 1991 through April, 1993 will be placed at the proper pay grades and steps for their rank. 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 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 1/2%) 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.

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SCHEDULE L
UNIFORM WAGE SCALE
EFFECTIVE JULY 1, 1990
FOR POLICE UNIT PERSONNEL
PRINCE GEORGE'S COUNTY, MARYLAND

STEP	0	1	2	3	4	5	6	7	8
9	10	11	12	13	14				
YRS SERVICE	0-1	1	2	3	4	5	6	7	8
9	10	11	12-14	15-17	18+				
L01									
HOURLY	12.3357	12.7675	13.2143	13.6768	14.1555	14.6510	15.1637		
	15.6945	16.2438	16.8123	17.4007	18.0098	18.5501	19.1066		
	19.6798								
BIWEEKLY	986.86	1021.40	1057.15	1094.15	1132.44	1172.08	1213.10	1255.56	1299.50
	1344.99	1392.06	1440.78	1484.01	1528.53	1574.38			

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ANNUAL	25,658	26,556	27,486	28,448	29,443	30,474	31,541	
	32,645	33,787	34,970	36,194	37,460	38,584	39,742	40,934

L02

HOURLY	13.2143	13.6768	14.1555	14.6510	15.1637	15.6945	16.2438
	16.8123	17.4007	18.0098	18.6401	19.2925	19.8713	20.4674

21.0815

BIWEEKLY	1057.15	1094.15	1132.44	1172.08	1213.10	1255.56	1299.50	1344.99	1392.06
	1440.78	1491.21	1543.40	1589.70	1637.39	1686.52			

ANNUAL	27,486	28,448	29,443	30,474	31,541	32,645	33,787	
	34,970	36,194	37,460	38,771	40,128	41,332	42,572	43,849

L03

HOURLY	14.1555	14.6510	15.1637	15.6945	16.2438	16.8123	17.4007
	18.0098	18.6401	19.2925	19.9678	20.6666	21.2866	21.9252

22.5830

BIWEEKLY	1132.44	1172.08	1213.10	1255.56	1299.50	1344.99	1392.06	1440.78	1491.21
	1543.40	1597.42	1653.33	1702.93	1754.02	1806.64			

ANNUAL	29,443	30,474	31,541	32,645	33,787	34,970	36,194	
	37,460	38,771	40,128	41,533	42,987	44,276	45,604	46,973

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L04

HOURLY	15.5711	16.1161	16.6801	17.2639	17.8682	18.4935	19.1408
	19.8107	20,5041	21.2218	21.9645	22.7333	23.4153	24.1177

24.8413

BIWEEKLY	1245.69	1289.28	1334.41	1381.11	1429.45	1479.48	1531.27	1584.86	1640.33
	1697.74	1757.16	1818.66	1873.22	1929.42	1987.30			

ANNUAL	32,388	33,521	34,695	35,909	37,166	38,467	39,813	
	41,206	42,649	44,141	45,686	47,285	48,704	50,165	51,670

L05

HOURLY	17.1282	27.7277	18.3481	18.9903	19.6550	20.3429	21.0549
	21.7918	22.5545	23.3439	24.1610	25.0066	25.7568	26.5295

27.3254

BIWEEKLY	1370.25	1418.21	1467.85	1519.23	1572.40	1627.43	1684.39	1743.35	1804.36
	1867.52	1932.88	2000.53	2060.55	2122.36	2186.03			

ANNUAL	35,627	36,874	38,164	39,500	40,882	42,313	43,794	
	45,327	46,913	48,555	50,255	52,014	53,574	55,181	56,837

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SCHEDULE L
UNIFORM WAGE SCALE
EFFECTIVE APRIL 5, 1992
FOR POLICE UNIT PERSONNEL
PRINCE GEORGE'S COUNTY, MARYLAND

STEP	0	1	2	3	4	5	6	7	8
9	10	11	12	13	14				
YRS SERVICE	0-1	1	2	3	4	5	6	7	8
9	10	11	12-14	15-17	18+				
L01									
HOURLY	13.1992	13.6612	14.1393	14.6342	15.1464	15.6765	16.2252		
	16.7931	17.3808	17.9892	18.6188	19.2705	19.8486	20.4440		
	21.0573								
BIWEEKLY	1055.94	1092.89	1131.15	1170.74	1211.71	1254.12	1298.02	1343.45	1390.47
	1439.13	1489.50	1541.64	1587.89	1635.52	1684.59			
ANNUAL	27,454	28,415	29,410	30,439	31,505	32,607	33,748		

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34,930 36,152 37,417 38,727 40,083 41,285 42,524 43,799

L02

HOURLY 14.1393 14.6342 15.1464 15.6765 16.2252 16.7931 17.3808

17.9892 18.6188 19.2705 19.9449 20.6430 21.2623 21.9001

22.5572

BIWEEKLY 1131.15 1170.74 1211.71 1254.12 1298.02 1343.45 1390.47 1439.13 1489.50

1541.64 1595.59 1651.44 1700.98 1752.01 1804.57

ANNUAL 29,410 30,439 31,505 32,607 33,748 34,930 36,152

37,417 38,727 40,083 41,485 42,937 44,226 45,552 46,919

L03

HOURLY 15.1464 15.6765 16.2252 16.7931 17.3808 17.9892 18.6188

19.2705 19.9449 20.6430 21.3655 22.1133 22.7767 23.4600

24.1638

BIWEEKLY 1211.71 1254.12 1298.02 1343.45 1390.47 1439.13 1489.50 1541.64 1595.59

1651.44 1709.24 1769.06 1822.13 1876.80 1933.10

ANNUAL 31,505 32,607 33,748 34,930 36,152 37,417 38,727

40,083 41,485 42,937 44,440 45,996 47,376 48,797 50,261

L04

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HOURLY	16.6610	17.2442	17.8477	18.4724	19.1189	19.7881	20.4807
	21.1975	21.9394	22.7073	23.5020	24.3246	25.0544	25.8060
	26.5802						

BIWEEKLY	1332.88	1379.53	1427.82	1477.79	1529.51	1583.05	1638.45	1695.80	1755.15
	1816.58	1880.16	1945.97	2004.35	2064.48	2126.41			

ANNUAL	34,655	35,868	37,123	38,423	39,767	41,159	42,600	
	44,091	45,634	47,231	48,884	50,595	52,113	53,676	55,287

L05

HOURLY	18.3271	18.9686	19.6325	20.3196	21.0308	21.7669	22.5287
	23.3172	24.1334	24.9780	25.8523	26.7571	27.5598	28.3866
	29.2382						

BIWEEKLY	1466.17	1517.49	1570.60	1625.57	1682.47	1741.35	1802.30	1865.38	1930.67
	1998.24	2068.18	2140.57	2204.78	2270.93	2339.05			

ANNUAL	38,120	39,455	40,836	42,265	43,744	45,275	46,860	
	48,500	50,197	51,954	53,773	55,655	57,324	59,044	60,815

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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.

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.

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An officer who is permanently and totally disabled in the line of duty such that he 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%)).

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CB-74-1991