

COUNTY COUNCIL OF PRINCE GEORGE'S COUNTY, MARYLAND

Legislative Session _____ 1990 _____

Resolution No. _____ CR-11-1990 _____

Proposed by The Chairman (by request - County Executive)

Introduced by Council Members Bell, Castaldi, Wineland,

_____ Casula, Pemberton, and Wilson _____

Co-Sponsors _____

Date of Introduction _____ February 13, 1990 _____

RESOLUTION

A RESOLUTION concerning

Compensation and Benefits - Fraternal Order of

Police, Lodge 89, Inc.

FOR the purpose of amending the Salary Plan of the County to reflect the terms of a labor agreement by and between Prince George's County and the Fraternal Order of Police, Lodge 89, Inc.

WHEREAS, pursuant to Section 903 of Article IX of the Prince George's County Charter and Section 16-125(a) of the Prince George's County Code, amendments to the County's Salary Plan are to be submitted to the County Council in resolution form; and

WHEREAS, the Salary Plan must at this time be amended by the approval of a salary schedule to reflect the terms of a labor agreement by and between Prince George's County and the Fraternal Order of Police, Lodge 89, Inc.;

NOW, THEREFORE, BE IT RESOLVED by the County Council of Prince

George's County, Maryland, that the salary schedule submitted and recommended by the County Executive on February 9, 1990, which is attached hereto and made a part hereof, setting forth a modified pay plan (Uniform Wage Scale) which includes a four percent (4%) increase in the base hourly rates retroactively effective July 2, 1989; a five and fourteen one hundredths percent (5.14%) increase in the base hourly rates effective July 1, 1990; and a seven percent (7%) increase in base hourly rates effective July 14, 1991; and further establishing the workweek and number of productive hours therein, meal period, acting pay, standby pay, call-back pay, court time compensation, holidays and holiday pay, overtime pay, shift differential, leave provisions, education incentive, unused sick leave credit and refunds, retirement contributions, clothing allowance, TEC pay, field training officer compensation, fitness indicator test program, death and disability benefits, group health and life insurance, worker's compensation, unemployment insurance, and incentive awards, for such employees, be and the same is hereby approved retroactive to July 2, 1989.

Adopted this 20th day of March, 1990.

COUNTY COUNCIL OF PRINCE
GEORGE'S COUNTY, MARYLAND

BY: _____
Jo Ann T. Bell
Chairman

ATTEST:

Jean M. Schmuhl, CMC
Clerk of the Council

SALARY SCHEDULE L
PUBLIC SAFETY SCHEDULES OF PAY GRADES
FOR POLICE UNIT PERSONNEL
PRINCE GEORGE'S COUNTY, MARYLAND
EFFECTIVE JULY 2, 1989 - JUNE 30, 1992

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I. Negotiated Cost of Living Increases For FY 1990,
FY 1991 and FY 1992

FY 1990. Effective the first full pay period beginning on or after July 1, 1989, employees covered by this Salary Schedule will receive a four percent (4%) increase in their base hourly rates of pay.

FY 1991. Effective the first full pay period beginning on or after July 1, 1990, employees covered by this Salary Schedule will receive a four percent (4%) increase in base hourly rates of pay, provided further, however, that the base hourly rates of pay for employees covered by this Salary Schedule shall also be adjusted by sixty percent (60%) of the amount that the Consumer Prince Index for All Urban Consumers (CPI-U) for the Washington, D.C., Md. - Va. area (1982-84=base of 100) increases in excess of four percent (4%) during the period from November, 1988 to November, 1989 (as published by the United States Bureau of Labor Statistics), provided further, however, that in no event shall the total wage increase hereunder exceed 6%.

(Examples:

CPI-U=3%; wage increase=4% (because of 4% minimum)

CPI-U=5%; wage increase=4% + (.6 x 5-4), or 4.6%

CPI-U=8%; wage increase=4% + (.6 x 8-4), or 6% (because of 6% maximum)

NOTE: A wage increase of 5.14% was derived for FY 1991 based on the referenced Consumer Price Index and related formula.

FY 1992. Effective the first full pay period beginning on or after July 1, 1991, employees covered by this Salary Schedule will receive a seven percent (7%) increase in their base hourly rates of pay.

II. 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 described below, and reflected in the Scheduled Pay Rates in Section III of this Salary Schedule.

A. 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 Salary Schedule 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). 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).

B. IMPLEMENTATION OF THE UNIFORM WAGE SCALE

FY90. Effective July 2, 1989, employees covered by this Salary Schedule, 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.

III. Scheduled Pay Rates

SCHEDULE L - EFFECTIVE JULY 2, 1989

UNIFORM WAGE SCALE

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	11.7327	12.1433	12.5683	13.0082	13.4635	13.9347	14.4224	14.9272	15.4497
	15.9904	16.5501	17.1293	17.6432	18.1725	18.7177			
BIWEEKLY	938.61	971.46	1,005.47	1,040.66	1,077.08	1,114.78	1,153.79	1,194.18	1,235.97
	1,279.23	1,324.01	1,370.35	1,411.46	1,453.80	1,497.41			
ANNUAL	24,404	25,258	26,142	27,057	28,004	28,984	29,999	31,049	32,135
	33,260	34,424	35,629	36,698	37,799	38,933			

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L02

HOURLY	12.5683	13.0082	13.4635	13.9347	14.4224	14.9272	15.4497	15.9904	16.5501
	17.1293	17.7288	18.3494	18.8998	19.4668	20.0508			
BIWEEKLY	1,005.47	1,040.66	1,077.08	1,114.78	1,153.79	1,194.18	1,235.97	1,279.23	1,324.01
	1,370.35	1,418.31	1,467.95	1,511.99	1,557.35	1,604.07			
ANNUAL	26,142	27,057	28,004	28,984	29,999	31,049	32,135	33,260	34,424
	35,629	36,876	38,167	39,312	40,491	41,706			

L03

HOURLY	13.4635	13.9347	14.4224	14.9272	15.4497	15.9904	16.5501	17.1293	17.7288
	18.3494	18.9916	19.6563	20.2460	20.8534	21.4790			
BIWEEKLY	1,077.08	1,114.78	1,153.79	1,194.18	1,235.97	1,279.23	1,324.01	1,370.35	1,418.31
	1,467.95	1,519.33	1,572.50	1,619.68	1,668.27	1,718.32			
ANNUAL	28,004	28,984	29,999	31,049	32,135	33,260	34,424	35,629	36,876
	38,167	39,502	40,885	42,112	43,375	44,676			

L04

HOURLY	14.8098	15.3282	15.8647	16.4199	16.9946	17.5894	18.2051	18.8423	19.5017
	20.1843	20.8907	21.6219	22.2706	22.9387	23.6269			
BIWEEKLY	1,184.79	1,226.25	1,269.17	1,313.59	1,359.57	1,407.16	1,456.41	1,507.38	1,560.14
	1,614.74	1,671.26	1,729.75	1,781.65	1,835.10	1,890.15			

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ANNUAL	30,804	31,883	32,999	34,153	35,349	36,586	37,867	39,192	40,564
	41,983	43,453	44,974	46,323	47,712	49,144			

L05

HOURLY	16.2908	16.8610	17.4511	18.0619	18.6941	19.3484	20.0256	20.7265	21.4519
	22.2027	22.9798	23.7841	24.4976	25.2326	25.9895			
BIWEEKLY	1,303.27	1,348.88	1,396.09	1,444.95	1,495.53	1,547.87	1,602.05	1,658.12	1,716.15
	1,776.22	1,838.39	1,902.73	1,959.81	2,018.61	2,079.16			
ANNUAL	33,885	35,071	36,298	37,569	38,884	40,245	41,653	43,111	44,620
	46,182	47,798	49,471	50,955	52,484	54,058			

The hourly rates are the controlling rates. Biweekly rates are the hourly rates multiplied by 80 and rounded to the nearest cent. Annual rates are hourly rates multiplied by 2080 and rounded to the nearest dollar.

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SCHEDULE L - EFFECTIVE JULY 1, 1990

UNIFORM WAGE SCALE

FOR POLICE UNIT PERSONNEL

PRINCE GEORGE'S COUNTY, MARYLAND

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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	1,021.40	1,057.15	1,094.15	1,132.44	1,172.08	1,213.10	1,255.56	1,299.50
1,344.99	1,392.06	1,440.78	1,484.01	1,528.53	1,574.38				
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	1,057.15	1,094.15	1,132.44	1,172.08	1,213.10	1,255.56	1,299.50	1,344.99	1,392.06
1,440.78	1,491.21	1,543.40	1,589.70	1,637.39	1,686.52				
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				

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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	1,132.44	1,172.08	1,213.10	1,255.56	1,299.50	1,344.99	1,392.06	1,440.78	1,491.21
	1,543.40	1,597.42	1,653.33	1,702.93	1,754.02	1,806.64			
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			

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	1,245.69	1,289.28	1,334.41	1,381.11	1,429.45	1,479.48	1,531.27	1,584.86	1,640.33
	1,697.74	1,757.16	1,818.66	1,873.22	1,929.42	1,987.30			
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	1,370.25	1,418.21	1,467.85	1,519.23	1,572.40	1,627.43	1,684.39	1,743.35	1,804.36
	1,867.52	1,932.88	2,000.53	2,060.55	2,122.36	2,186.03			

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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			

The hourly rates are the July 2, 1989 rates multiplied by 105.14%. The hourly rates are the controlling rates. Biweekly rates are the hourly rates multiplied by 80 and rounded to the nearest cent. Annual rates are hourly rates multiplied by 2080 and rounded to the nearest dollar.

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SCHEDULE L - EFFECTIVE JULY 14, 1991

UNIFORM WAGE SCALE

FOR POLICE UNIT PERSONNEL

PRINCE GEORGE'S COUNTY, MARYLAND

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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	1,055.94	1,092.89	1,131.15	1,170.74	1,211.71	1,254.12	1,298.02	1,343.45	1,390.47	1,439.13	1,489.50	1,541.64	1,587.89	1,635.52	1,684.59
ANNUAL	27,454	28,415	29,410	30,439	31,505	32,607	33,748	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	1,131.15	1,170.74	1,211.71	1,254.12	1,298.02	1,343.45	1,390.47	1,439.13	1,489.50	1,541.64	1,595.59	1,651.44	1,700.98	1,752.01	1,804.57
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	1,211.71	1,254.12	1,298.02	1,343.45	1,390.47	1,439.13	1,489.50	1,541.64	1,595.59	1,651.44	1,709.24	1,769.06	1,822.13	1,876.80	1,933.10
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

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L04															
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	1,332.88	1,379.53	1,427.82	1,477.79	1,529.51	1,583.05	1,638.45	1,695.80	1,755.15	1,816.58	1,880.16	1,945.97	2,004.35	2,064.48	2,126.41
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	1,466.17	1,517.49	1,570.60	1,625.57	1,682.47	1,741.35	1,802.30	1,865.38	1,930.67	1,998.24	2,068.18	2,140.57	2,204.78	2,270.93	2,339.05
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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The hourly rates are the July 1, 1990 rates multiplied by 107%. The hourly rates are the controlling rates. Biweekly rates are the hourly rates multiplied by 80 and rounded to the nearest cent. Annual rates are hourly rates multiplied by 2080 and rounded to the nearest dollar.

IV. Workweek

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

V. Work Schedules

Work schedules mean written schedules of the required daily hours of work within a workweek prescribed by an appointing authority as established by Charter for individual employees and/or various groups or units of employees under the appointing authority's jurisdiction as approved pursuant to Section 16-114 of the Personnel Law.

VI. Designation of Meal Periods

Employees assigned to shift work schedules averaging 40-42 productive hours shall be eligible for a meal period, as defined by the appointing authority as established by Charter, within the productive workday.

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

VIII. 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 25% 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.

IX. Call-Back Pay

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

X. 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 proceedings while off duty, said officer shall be paid at time and one-half his/her normal rate of pay and shall be guaranteed a minimum of three (3) hours 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.

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 sixty (60) days to use such court

earned compensatory time. If the officer does not use or is unable to use such compensatory time within sixty (60) days or if he/she is denied the use of compensatory time on two occasions, he shall be entitled upon request to receive court time compensation payable in the manner described above.

F. An officer involved in court or judicial proceedings during a regular assigned tour of duty and required to remain at the proceedings as an extension of his/her normal work day shall receive overtime pursuant to Section 4.07 of the Bargaining Agreement.

G. An officer who is required to attend Court or a judicial proceeding while off duty and who would otherwise be eligible for court time compensation under Section 4.10 may elect to remain on telephone standby without compensation so long as the officer makes the necessary arrangements with the State's Attorney's Office.

XI. Holidays and Holiday Pay

The Personnel Law establishes the regular holidays for County employees including those employees covered by this Salary Schedule. Effective 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 Salary Schedule.

Effective July 1, 1984, 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 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.

A. 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 those holidays actually worked pursuant to the provisions of the Contract.

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 the Contract. The determination as to which observed holidays bargaining unit members covered by this paragraph are actually scheduled to work will be determined by the Department, consistent with operational needs. The seven (7) holidays referenced in this paragraph are meant as a minimum, and officers covered by this paragraph 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 this paragraph. The determination as to which observed holidays bargaining unit members covered by this paragraph are actually scheduled to work will be determined by the Department, consistent with operational needs.

B. 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 treated as working on a holiday for purposes of paragraph A above. Employees who work both the day the holiday falls on and the day it is celebrated shall be entitled to paragraph A benefits only as to the first such day worked.

XII. 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 for each hour worked.

XIII. 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.
- 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 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 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 third shift to each employee specifically assigned to work the third shift.
- F. The shift differential provided for in Article IV of the contract 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.

XIV. Leave Provisions

A. F.O.P. 89 Members Leave

Subject to the conditions set forth herein, employees covered by this Salary Schedule 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.

- B. 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.
- C. If the F.O.P. 89 President is absent from normal duties on approved leave for a period of more than three (3) consecutive days, the F.O.P. 89 President may designate in writing to the County an F.O.P 89 Board member who

shall act as F.O.P. 89 President in his 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.

D. Sick and Death Leave

Sick and Death Leave policies shall be administered in accordance with the Personnel Law. That is, all full-time employees earn 4 1/2 hours of sick leave each pay period with a periodic adjustment to ensure that each employee earns 15 days of sick leave each year throughout the duration of County Service. Each such day shall constitute 8 hours.

E. Annual Leave

1. Annual leave policies shall be administered in accordance with the Prince George's County Personnel Law, that is, full-time employees shall earn annual leave on the following basis:

Zero (0) through three (3)	Four (4) hours per
years of service	pay period

Four (4) through fifteen (15)	Six (6) hours per
years of service	pay period with
	periodic adjustment
	to ensure that each
	employee earns 20
	days

After fifteen (15) years of	Eight (8) hours per
service and above	pay period

2. Effective July 1, 1986, a maximum of ninety (90) days of accumulated annual leave may be carried over from one (1) leave year to the next by employees covered by this Schedule.

F. Personal Leave

One personal leave day shall be granted to all employees eligible for annual leave.

G. Discretionary Leave

1. Effective July 1, 1984, employees covered by this Schedule 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.

2. Effective July 1, 1985, employees covered by this Schedule 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 Paragraph 1 above, subject to the same limitations described in Paragraph 1 above.

H. Disability Leave

Effective July 1, 1987, Disability Leave policies shall be administered in accordance with the Personnel Law, provided, however, that for good cause shown, the Personnel Officer may grant up to two (2) additional ninety (90) day periods of disability leave to an officer who has petitioned the Police Chief and has received the Chief's recommendation for additional leave. The County will not automatically disqualify from disability leave (IOJ) an employee who has received a permanent partial award under workmen's compensation.

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.

I. 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 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.

J. Administration of Leave

The provisions governing the administration of the above types of leave, as well as other types of leave, (holiday, administrative, military, military leave without pay, absence without leave, compensatory) are specified in Division 17 of the Personnel Law and applicable Administrative Procedures.

XV. Education Incentive

Section 1. 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 encourage all police officers to seek and attain academic degrees and higher levels of education and training.

Section 2. 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 3. Approved Curricula

Coursework for the Education Incentive Pay program must lead to one of the following degrees: Associates, Bachelors or graduate in -

Police Science or Administration; Criminology;

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

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

Section 4. 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% increase - base salary
30-59 college credits	7.5% increase - base salary
60 or A.A.	10% increase - base salary
B.A./B.S.	15% increase - base salary
B.A./B.S. + 30 grad. hrs. or M.A./M.S.	20% increase - 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 5. EIP Program B

a. Employees employed as of July 1, 1978 who are not eligible for EIP under Section 4 above and employees employed after such date shall be subject to EIP Program B, which provides for the following method of compensation:

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

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.

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

3.

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.

Section 6. 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 15.03 of the existing agreement) while an employee of the department shall be eligible for EIP Program B benefits if he or she completes the required number of credits on or before June 30, 1982.

b. Any employee who is not presently receiving education incentive pay and who has not successfully completed at least one 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.

XVI. 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 this 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).

Employees covered by this Salary Schedule 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 employee must make a request to cash in sick leave with the Office of Finance within thirty (30) days of the employee'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.

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

Employees covered by this Salary Schedule are also eligible to participate in the County's Dedicated Attendance Award Program.

XVII. Contribution to Retirement Trust Fund

Effective the first full pay period beginning in July 1987, the employee contribution to the Retirement Trust Fund shall be 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 five percent (5%) of salary.

XVIII. 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. All clothing allowances paid pursuant to this Article shall be disbursed in advance in two (2) equal installments in July and January of the applicable fiscal year.

- B. A clothing allowance of eight hundred twenty-five dollars (\$825) shall be disbursed in FY 1990, FY 1991 and FY 1992.

XIX. 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) per year, per qualifying officer, and shall be paid in two (2) equal installments at the same times 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 employees 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.

XX. Field Training Officer Compensation

Employees covered by this Salary Survey 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.

XXI. Fitness Indicator Test (FIT) Program.

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

Average score of 3 or better -- \$100

Average score of 4 or better -- \$200

Average score of 5 or better -- \$400

Additionally, any employee 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 the Bargaining 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.

XXII. Death and Disability Benefits

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 Salary Plan 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.

XXIII. 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 Employer 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 upon the employee's reallocation or promotion to a grade equivalent to or greater than the employee's grade prior to January 6, 1974.

XXIV. Group Health Insurance

A. The Employer shall contribute seventy-five percent (75%) to the cost of the County's high option health insurance program (other than pre-paid group health plans) or eighty percent (80%) of the cost of the County's basic 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 Employer's contribution shall be equal to the Employer'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 employer's contribution.

C. Effective the first premium deduction date after legislative enactment of this Agreement, the Employer shall contribute 90% to the County's deductible prescription and optical care programs for any employee who elects to participate in either program. The participating employee shall contribute the remaining 10%.

D. A Dental Plan is available for all County employees. The employee pays the entire cost.

XXV. Life Insurance

The County shall pay one hundred percent of the monthly premium for the County life insurance coverage as authorized and in accordance with Section 16-212 of the Personnel Law.

XXVI. Worker's Compensation

The County will provide at its own cost all benefits due to an employee pursuant to the Maryland Worker's Compensation Law, Article 101, Annotated Code of Maryland.

XXVII. Unemployment Insurance

Employees who are separated from County service may be entitled to unemployment compensation provided they meet eligibility requirements established by Federal and/or State regulations.

XXVIII. Incentive Awards

To the extent that funds have been appropriated for such purposes, employees may be granted incentive awards, subject to the provisions of Section 16-209 of the Personnel Law.

XXIX. Non-Base Salary Payment for Applicants Appointed to the Position of Police Officer

Pursuant to written procedures established by the Chief Administrative Officer, applicants appointed to the position of Police Officer may be paid a non-base salary payment of up to four thousand dollars (\$4,000) in recognition of attainment of college level course credits, and a non-base salary payment of up to one thousand dollars (\$1,000) for joining the Prince George's County Police Department.

XXX. Non-Base Salary Payment for Officers Electing to Delay Normal Retirement

Any employee covered by this Salary Schedule who reaches his

twentieth (20th) anniversary as a Prince George's County Police Officer during Fiscal Year 1990, 1991 or 1992, and who commits within thirty (30) days of his twentieth anniversary to an additional five (5) years of service as a Police Officer with Prince George's County will receive a one-time five thousand dollar (\$5,000) non-base bonus payment. If an employee who has received this bonus leaves the employ of the County as a Police officer for any reason prior to serving the full five years, the employee must repay to the County, at time of separation, one thousand dollars (\$1000) for each year or partial year of service not completed for whatever reason. Any amount owed the County as repayment shall be withheld from any payments due the employee at separation, including final salary payments and proceeds from the employee's annual and/or sick leave accounts. To qualify for the bonus payment set forth herein, the officer must sign an agreement with the County which sets forth the terms and conditions of the program as described herein.

Any employee covered by this Salary Schedule who reaches his twenty-first (21st), twenty-second (22nd) or twenty-third (23rd) anniversary as a Prince George's County Police Officer during Fiscal year 1990 may commit to additional service as a Police Officer with Prince George's County through his twenty-fifth (25th) anniversary. For that commitment, the employee will receive a one-time non-base bonus payment consisting of one thousand dollars (\$1000) for each year of his two, three or four

year reenlistment period. Upon making this commitment as a Prince George's County Police Officer, these officers will likewise commit themselves to the terms of commitment set forth in the paragraph above, including the obligation to repay to the County one thousand dollars (\$1000) for each year or partial year of service not completed, for whatever reason, by entering into a written agreement with the County.

Any officer who enters into a commitment with the County as set forth above may also, upon application in January of each year during the term of the commitment, have deducted from the employee's accumulated sick leave balance up to twenty-five percent (25%) of his accumulated sick leave and receive one hour of straight time pay for each two hours of sick leave so deducted, provided that in no event shall this provision operate so as to reduce the officers accumulated sick leave balance below a total of two hundred forty (240) hours.

Nothing contained in this Section is intended to affect the County's right to take disciplinary action against any officer, including discharge, where such action is otherwise permitted.

XXXI. Pay Plan Policy Statement

It is the policy of the County that benefits afforded to employees in the Salary Schedule are governed by the specific

salary schedule to which an employee is currently assigned. If an employee is transferred, promoted, demoted, or in any way moves from one salary schedule to another, any benefits unique to or expressly a function of the former salary schedule are not carried over.