

**COUNTY COUNCIL OF PRINCE GEORGE'S COUNTY, MARYLAND**  
**2008 Legislative Session**

Resolution No. CR-54-2008

Proposed by The Chairman (by request – County Executive)

Introduced by Council Member Dean

Date of Introduction June 3, 2008

**RESOLUTION**

1 A RESOLUTION concerning

2 Compensation and Benefits,

3 Deputy Sheriff's Association of Prince George's County, Inc.

4 Salary Schedule "W"

5 For the purpose of amending the Salary Plan of the County to reflect the terms of the labor  
6 agreement by and between Prince George's County, Maryland and the Deputy Sheriff's  
7 Association of Prince George's County, Inc.

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

11 WHEREAS, the Salary Plan must at this time be amended by the approval of a Salary  
12 Schedule to reflect the terms of the labor agreement by and between Prince George's County,  
13 Maryland and the Deputy Sheriff's Association of Prince George's County, Inc.

14 NOW, THEREFORE, BE IT RESOLVED by the County Council of Prince George's  
15 County, Maryland, that Salary Schedule W submitted and recommended by the County  
16 Executive on May 16, 2008, which is attached hereto and made a part hereof, setting forth the  
17 following modifications: cost of living increases in Fiscal Years 2008 and 2009; merit increases  
18 in Fiscal Years 2008 and 2009; wage scale adjustments in Fiscal Year 2008; field training officer  
19 pay; clothing allowance; sick leave payout; TEC pay; health benefits; and pension benefits, be  
20 and the same is hereby approved.

Adopted this 8<sup>th</sup> day of July, 2008.

COUNTY COUNCIL OF PRINCE  
GEORGE'S COUNTY, MARYLAND

BY: \_\_\_\_\_  
Samuel H. Dean  
Chairman

ATTEST:

\_\_\_\_\_  
Redis C. Floyd  
Clerk of the Council

SALARY SCHEDULE W

SCHEDULE OF PAY GRADES

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

PRINCE GEORGE'S COUNTY, MARYLAND

EFFECTIVE JULY 1, 2007 - JUNE 30, 2009

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## 1. COST OF LIVING ADJUSTMENT

A. Employees covered by this Salary Schedule will receive a two and one-half percent (2.5%) increase to their base wages effective the first full pay period beginning on or after January 1, 2008.

B. Employees covered by this Salary Schedule will receive a three percent (3%) increase to their base wages effective the first full pay period beginning on or after January 1, 2009.

## 2. MERIT INCREASES

A. Employees covered by this Salary Schedule who are otherwise eligible to receive a merit increase during the period from July 1, 2007 through June 30, 2008 will receive it.

B. Employees covered by this Salary Schedule who are otherwise eligible to receive a merit increase during the period from July 1, 2008 through June 30, 2009 will receive it.

## 3. UNIFORM WAGE SCALE

A. 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 Salary Schedule.

### 1. Description of the Uniform Wage Scale

a. For each rank of deputy sheriff in the bargaining unit, there is established a pay grade containing fifteen (15) pay rates (steps) ranging from Step 0 through Step 14: Deputy Sheriff Private - W21; Deputy Sheriff First Class - W22; Deputy Sheriff Corporal - W24; Deputy Sheriff Sergeant - W25; and, Deputy Sheriff Lieutenant - W27. The percentage values of the intervals between steps are three and one-half percent (3.5%) from Step 0 through Step 11 and three percent (3%) for the three remaining intervals from Step 11 through Step 14.

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

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

d. Upon promotion to the rank of Deputy Sheriff First Class or Deputy Sheriff 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).

e. Employees (including those hired and placed on the wage scale above their years of service) advance one step per year until they reach multi-year steps. Advancement to multi-year step(s) will require attainment of actual years of service as deputy sheriff specified.

f. Advancement to multi-steps for lateral transfers from the Prince George's County Police Department will be based on actual years of service as a Deputy Sheriff and Prince George's County Police Officer combined.

#### **4. IMPLEMENTATION OF THE UNIFORM WAGE SCALE**

A. Fiscal Year 1990: 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.

1. However, an employee whose salary, when adjusted for the four percent (4%) cost of living adjustment, exceeds the maximum salary payable at his/her rank will be red-circled at that salary, and will continue to be red-circled. Further, an employee 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.

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

B. Fiscal Year 1991: On their anniversary dates during FY91, all employees below the step which would be warranted by their years of service will be placed at that step. Employees who are 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.

#### **5. MODIFICATIONS TO THE UNIFORM WAGE SCALE—DURING FY95**

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

1. For each rank of deputy sheriff in the bargaining unit, there is an established pay grade on the Uniform Wage Scale. The pay scale for both the rank of Deputy Sheriff Private (W21) and Deputy Sheriff First Class (W22) contains fifteen (15) pay rates (steps) ranging from Step A through Step O. The pay scale for the rank of Deputy Sheriff Corporal through Deputy Sheriff Lieutenant, contains fourteen (14) pay rates (steps) ranging from Step A through Step N.

2. Grade W21 is the pay grade for the rank of Deputy Sheriff Private. The percentage values of the intervals between the steps are three and one-half percent (3.5%) from Step A

through Step L and three percent (3%) for the remaining three (3) intervals from Step L through Step O. The entry rate for a Deputy Sheriff Private is Step A. A Deputy Sheriff Private (W21) will be eligible to advance to the next step for that rank on the deputy's anniversary date at the rate of one (1) step per year up to and including Step N (after thirteen (13) years of service), provided he or she receives at least a satisfactory performance evaluation for the preceding year. After reaching Step N, a Deputy Sheriff Private (W21) will be eligible to advance to Step O after two (2) years of service at Step N, (that is, after having completed fifteen (15) years of service), provided that the deputy's performance for the applicable period has been evaluated as satisfactory.

3. Grade W22 is the pay grade for the rank of Deputy Sheriff First Class. The percentage values of the intervals between the steps are three and one-half percent (3.5%) from Step A through Step K, three percent (3%) from Step K through Step N and two and one-half percent (2.5%) for the remaining interval from Step N to Step O. A Deputy Sheriff First Class (W22) will be eligible to advance to the next step for that rank on the deputy's anniversary date at the rate of one (1) step per year up to and including Step M (after thirteen (13) years of service) provided he or she receives at least a satisfactory performance evaluation for the preceding year. After reaching Step M, a Deputy Sheriff First Class (W22) will be eligible to advance to Step N after two (2) years of service at Step N (that is, after having completed fifteen (15) years of service) and to Step O after three (3) years of service at Step N (that is, after having completed eighteen (18) years of service).

4. Grades W24, W25 and W27 are the pay grades for Deputy Sheriff Corporal (W24), Deputy Sheriff Sergeant (W25), and Deputy Sheriff Lieutenant (W27). The percentage values of the intervals between the steps are three and one-half percent (3.5%) from Step A through Step J, three percent (3%) from Step J through Step M and two and one-half percent (2.5%) for the remaining interval from Step M to Step N. Deputies in the ranks of Deputy Sheriff Corporal through Deputy Sheriff Lieutenant will be eligible to advance to the next step for their rank on the deputy's anniversary date at the rate of one (1) step per year up to and including Step L (after thirteen (13) years of service) provided he or she receives at least a satisfactory performance evaluation for the preceding year. After reaching Step L, deputies in the ranks of Deputy Sheriff Corporal through Deputy Sheriff Lieutenant will be eligible to advance to Step M after two (2) years of service (that is, after having completed fifteen (15) years of service) and to Step N after three (3) years of service at Step M (that is, after having completed eighteen (18) years of service).

B. Effective June 30, 1995, the Uniform Wage Scale is further modified as follows:

For the ranks of Deputy Sheriff Corporal (W24), Deputy Sheriff Sergeant (W25), and Deputy Sheriff Lieutenant (W27) one additional pay rate (step) will be added to the pay scale, establishing a fifteen (15) step pay scale ranging from Step A through Step O. The percentage value of the interval between Step N and the new Step O is two and one-half percent (2.5%). Deputies in the ranks of Deputy Sheriff Corporal through Deputy Sheriff Lieutenant will be eligible to advance to Step 15 after five (5) years of service (that is, after having completed twenty-three (23) years of service) at Step N.

C. Upon promotion to the rank of Deputy Sheriff First Class or Deputy Sheriff Corporal, an employee's salary rate shall be increased to the rate of pay at the step of the promotional

grade that corresponds to the deputy sheriff's years of service at the grade before promotion (that is, an increase equivalent to two (2) three and one-half percent (3.5%) steps). Upon promotion to the rank of Deputy Sheriff Sergeant or Deputy Sheriff Lieutenant, an employee's salary rate shall be increased to that of the corresponding pay step (for example, Step 10 to Step 10) for the promotional grade (that is, a ten percent (10%) increase).

**6. IMPLEMENTATION OF MODIFIED UNIFORM WAGE SCALE – DURING FY95**

A. On July 1, 1994, every deputy will be assigned to the pay step for his or her rank on the modified Uniform Wage Scale with a salary rate identical to the deputy's salary rate on June 30, 1994.

B. On his or her anniversary date in Fiscal Year 1995, every deputy will be eligible to advance to the next step on the modified Uniform Wage Scale, provided that the deputy's performance for the applicable period has been evaluated as satisfactory.

C. On June 25, 1995, any deputy who is not at the pay step for his or her rank which would be warranted by his or her years of service, will be placed at that pay step.

**7. MODIFICATIONS TO THE UNIFORM WAGE SCALE -- DURING FY98 AND FY99**

A. Effective beginning on July 1, 1997, any deputy sheriff covered by this Salary Schedule who completes twenty-three (23) years of actual and continuous service as defined in the Deputy Sheriff Comprehensive Pension Plan but who is not at the step for his/her rank on the Uniform Wage Scale which reflects the completion of twenty-three (23) years of service will be placed at that step on the date that marks the deputy's completion of those twenty-three (23) years of actual and continuous service and the employee's anniversary date will be changed, if necessary, to reflect his/her date of hire. Deputies with twenty-three (23) or more years of service as of July 1, 1997 will be placed on Step O as of July 1, 1997 and the deputy's anniversary date will be changed, if necessary, to reflect his/her date of hire.

B. Effective July 1, 1998, the Uniform Wage Scale is further modified as follows:

For the ranks of Deputy Sheriff Corporal (W24), Deputy Sheriff Sergeant (W25), and Deputy Sheriff Lieutenant (W27) one additional pay rate (step) will be added to the pay scale, establishing a sixteen (16) step pay scale ranging from Step A through Step P. The percentage value of the interval between Step O and the new Step P is two and one-half percent (2.5%). Deputies in the ranks of Deputy Sheriff Corporal through Deputy Sheriff Lieutenant will be eligible to advance to Step 16 after four (4) years of service (that is, after having completed twenty-seven (27) years of service) at Step O. Deputies with twenty-seven (27) or more years of service as of July 1, 1998 will be placed on Step P as of July 1, 1998.

**8. MODIFICATIONS TO THE UNIFORM WAGE SCALE—DURING FY2000 AND FY2001**

A. Note: Beginning in Fiscal Year 2000, employees covered by the Salary Schedule who

were employed by the Office of the Sheriff during Fiscal Year 1996 and/or Fiscal Year 1997 received no credit toward merit increase(s) during either of those fiscal years. Thus, the pay steps for such employees who were hired at entry level and employed during both or one of those years will not reflect their actual years of service but will be one or two steps behind until completing their eighteenth (18th) year of service.

B. Effective July 1, 1999, anniversary dates will be adjusted to the deputy sheriff's date of hire as a deputy sheriff if different from his/her current anniversary date, so that all deputies receive their merit steps on the first day on which the deputy has the required years of service.

C. Effective the first full pay period beginning on or after July 1, 1999, the interval for grades W-24 and above between Step A to Step B shall be increased from three and one-half percent (3.5%) to four percent (4%), such that all steps at Step B and above on the Uniform Wage Scale shall be increased by one-half of one percent (.5%).

D. Effective beginning on July 1, 2000, any deputy sheriff covered by this Agreement who completes eighteen (18) years of actual and continuous service as defined in the Deputy Sheriff Comprehensive Pension Plan but who is not at the step for his/her rank on the Uniform Wage Scale which reflects the completion of eighteen (18) years of service will be placed at that step on the date that marks the deputy's completion of those eighteen (18) years of actual and continuous service. Deputies with eighteen (18) or more years of service as of July 1, 2000 will be placed on that step at the beginning of the first full pay period beginning on or after July 1, 2000.

E. Effective the first full pay period beginning on or after July 1, 2000, Step L for grades W24 and above shall be applicable after thirteen (13) years of service; Step M shall be applicable after fourteen (14) and fifteen (15) years of service; Step N shall be applicable after sixteen (16) and seventeen (17) years of service; Step O shall be applicable after eighteen (18) years of service; Step P shall be applicable after twenty-three (23) years of service; and a new Step Q shall be applicable after twenty-seven (27) years of service. The increment for grades W24 and above between Steps M to N, N to O, and O to P shall be increased from two and five tenths percent (2.5%) to three percent (3%) and a new Step Q shall reflect a two and five tenths percent (2.5%) increment.

F. Effective the first full pay period beginning on or after July 1, 2001, Step P for grades W24 and above shall be applicable after twenty-one (21) years of service; and Step Q shall be applicable after twenty-four (24) years of service.

G. New salary rates for grade W19 applicable to employees covered by this Salary Schedule in the job classification of Court Security Officer during Fiscal Year 2001 are added to Salary Schedule W, attached hereto.

## **9. MODIFICATIONS TO THE UNIFORM WAGE SCALE – DURING FISCAL YEAR 2002**

Effective the first full pay period beginning on or after July 1, 2001, Step P shall be applicable after twenty-one (21) years of service and Step Q shall be applicable after twenty-four (24)

years of service.

**10. MODIFICATIONS TO THE UNIFORM WAGE SCALE – DURING FISCAL YEARS 2006 AND 2007**

Effective July 1, 2005, each step on the scale shall increase by three and one-half percent (3.5%). Effective July 1, 2005, steps K, L, M and N shall be increased from three percent (3%) to three and one-half percent (3.5%) for all grades.

Effective July 1, 2006, each step on the scale shall increase by three and one-half percent (3.5%).

**11. MODIFICATIONS TO THE UNIFORM WAGE SCALE – DURING FISCAL YEARS 2008 AND 2009**

Effective October 1, 2007, for W-21, Step A will remain at \$40,546, Step B will remain at \$41,966, Step C will remain at \$41,966, Step D will become \$43,435. All other steps on the wage scale (W-21 through W-27) shall increase by 3.5% above the July 9, 2006 wage scale.

**12. MASTER DEPUTY PROGRAM**

A. The Program covers promotions to the rank of Deputy Sheriff First Class and Deputy Sheriff Corporal. Promotions to the ranks of Deputy Sheriff First Class and Deputy Sheriff Corporal are based on the time-in-grade requirements, performance evaluations and written examinations described in paragraphs 1, 2 and 3, below. The current rank designations of Deputy Sheriff Private, Deputy First Class and Deputy Sheriff Corporal will be maintained.

1. TIME-IN-GRADE REQUIREMENTS. Effective July 1, 1996, minimum time-in-grade requirements for eligibility for promotion under the Program are as follows:

a. Deputy Sheriff First Class.

Twenty-four (24) months as a Deputy Sheriff Private;

b. Deputy Sheriff Corporal.

Twenty-four (24) months as a Deputy Sheriff First Class.

2. PERFORMANCE EVALUATION

Deputy sheriffs who have met the time-in-grade requirements and who have elected to become candidates for promotion shall be rated by the Department as "Promotable" or "Non-promotable". A rate of "Promotable" shall qualify a deputy sheriff to take the written examination for the appropriate rank. A rating of "Non-promotable" shall render a deputy sheriff ineligible to take the written examination and for promotion during the promotional cycle involved.

3. WRITTEN EXAMINATION

a. Written examinations under the Program will be administered in April of each year. Notice of the written examination will be given no later than ninety (90) days prior to the date the written examination is to be given. The written examination score of a deputy sheriff seeking promotion under the Program shall be placed in one of two categories: "Pass" consisting of all written examinations with a score equal to or greater than seventy percent (70%), and "Fail" consisting of all written examinations with a score less than seventy percent (70%).

b. Candidates who have received an evaluation of "Promotable" and who have achieved a written examination score of seventy percent (70%) or better shall be deemed "qualified" for promotion. Candidates qualified for promotion under the evaluation and written examination process will be promoted effective the first day of the first full pay period beginning on or after July 1 of the calendar year in which the test is administered. Promotions under this program shall be valued at two (2) three and one-half percent (3.5%) steps.

c. Nothing contained in the Program is intended to modify the relationship between the disciplinary process and the promotion process. A candidate who is qualified for promotion under paragraphs A and B, above, and who is under an investigation which could lead to a disciplinary action shall have his or her promotion held in abeyance pending the final outcome of the disciplinary process. If the deputy sheriff involved is still deemed qualified for promotion after the disciplinary process is completed, the deputy sheriff will be promoted retroactive to the appropriate effective date stated in paragraph B, above.

d. The parties understand that the willingness of the County to discuss the promotional issues with the DSA during bargaining regarding a Master Deputy Program does not waive the County's position that promotional policy and rank structure constitute non-mandatory subjects of bargaining.

13. SCHEDULED PAY RATES

SCHEDULE W – UNIFORM WAGE SCALE  
EFFECTIVE JULY 9, 2006  
FOR DEPUTY SHERIFF UNIT PERSONNEL  
PRINCE GEORGE'S COUNTY MARYLAND

STEP	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O		
YRS SERVICE	0-1	1	2	3	4	5	6	7	8	9	10	11	12	13-14	15+		
<b>W21 – DEPUTY SHERIFF PRIVATE</b>																	
HOURLY	19.4935	20.1759	20.1759	20.1759	20.8820	21.6130	22.3692	23.1523	23.9626	24.8015	25.6696	26.5679	27.4978	28.4602	29.3141		
BIWEEKLY	1559.48	1614.08	1614.08	1614.08	1670.56	1729.04	1789.54	1852.19	1917.01	1984.12	2053.56	2125.43	2199.82	2276.82	2345.13		
ANNUAL	40,546	41,966	41,966	41,966	43,435	44,955	46,528	48,157	49,842	51,587	53,393	55,261	57,195	59,197	60,973		
<b>W22 – DEPUTY SHERIFF FIRST CLASS</b>																	
HOURLY	20.1759	20.8820	21.6130	22.3692	23.1523	23.9626	24.8015	25.6692	26.5680	27.4978	28.4602	29.4564	30.4873	31.5544	32.3432		
BIWEEKLY	1614.08	1670.56	1729.04	1789.54	1852.19	1917.01	1984.12	2053.54	2125.44	2199.82	2276.82	2356.51	2438.98	2524.35	2587.46		
ANNUAL	41,966	43,435	44,955	46,528	48,157	49,842	51,587	53,392	55,261	57,195	59,197	61,269	63,414	65,633	67,274		
<b>W24 – DEPUTY SHERIFF CORPORAL</b>																	
HOURLY	22.3692	23.2641	24.0782	24.9210	25.7934	26.6962	27.6304	28.5974	29.5985	30.6344	31.7065	32.8162	33.9648	35.1535	36.2081	37.2943	38.2267
BIWEEKLY	1789.54	1861.13	1926.26	1993.68	2063.47	2135.69	2210.43	2287.79	2367.88	2450.75	2536.52	2625.30	2717.18	2812.28	2896.65	2983.55	3058.14
ANNUAL	46,528	48,389	50,083	51,836	53,650	55,528	57,471	59,483	61,565	63,719	65,949	68,258	70,647	73,119	75,313	77,572	79,512
<b>W25 – DEPUTY SHERIFF SERGEANT</b>																	
HOURLY	24.6063	25.5905	26.4860	27.4129	28.3724	29.3655	30.3933	31.4572	32.5580	33.6976	34.8770	36.0977	37.3611	38.6688	39.8289	41.0237	42.0492
BIWEEKLY	1968.50	2047.24	2118.88	2193.03	2269.79	2349.24	2431.47	2516.58	2604.64	2695.81	2790.16	2887.82	2988.89	3093.50	3186.31	3281.89	3363.94
ANNUAL	51,181	53,228	55,091	57,019	59,015	61,080	63,218	65,431	67,721	70,091	72,544	75,083	77,711	80,431	82,844	85,329	87,462
<b>W27 – DEPUTY SHERIFF LIEUTENANT</b>																	
HOURLY	27.0669	28.1495	29.1347	30.1545	31.2100	32.3023	33.4327	34.6031	35.8142	37.0676	38.3650	39.7077	41.0975	42.5360	43.8121	45.1264	46.2545
BIWEEKLY	2165.35	2251.96	2330.77	2412.36	2496.80	2584.19	2674.61	2768.24	2865.14	2965.41	3069.20	3176.62	3287.80	3402.88	3504.97	3610.11	3700.36
ANNUAL	56,299	58,551	60,600	62,721	64,917	67,189	69,540	71,974	74,494	77,101	79,799	82,592	85,483	88,475	91,129	93,863	96,209

The hourly rates are the July 1, 2006 rates multiplied by 103%. For administrative purposes, the hourly rates are the controlling rates. Biweekly rates are the hourly rates multiplied by 80 and rounded to the nearest cent. Annual rates are the hourly rates multiplied by 2080 and rounded to the nearest dollar.

SCHEDULE W - UNIFORM WAGE SCALE  
 EFFECTIVE OCTOBER 1, 2007  
 FOR DEPUTY SHERIFF UNIT PERSONNEL  
 PRINCE GEORGE'S COUNTY MARYLAND

STEP	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O
YRS SERVICE	0-1	1	2	3	4	5	6	7	8	9	10	11	12	13-14	15+
<b>W21 – DEPUTY SHERIFF PRIVATE</b>															
HOURLY	19.4935	20.1759	20.1759	20.8820	21.6129	22.3695	23.1522	23.9627	24.8013	25.6695	26.5680	27.4978	28.4602	29.4563	30.3401
BIWEEKLY	1559.48	1614.08	1614.08	1670.56	1729.03	1789.56	1852.17	1917.01	1984.11	2053.56	2125.44	2199.82	2276.82	2356.51	2427.21
ANNUAL	40,546	41,966	41,966	43,435	44,955	46,528	48,156	49,842	51,587	53,393	55,261	57,195	59,197	61,269	63,107

STEP	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O
YRS SERVICE	1	2	3	4	5	6	7	8	9	10	11	12	13-14	15-17	18
<b>W22 – DEPUTY SHERIFF FIRST CLASS</b>															
HOURLY	20.8821	21.6129	22.3695	23.1522	23.9627	24.8013	25.6695	26.5677	27.4979	28.4602	29.4563	30.4873	31.5543	32.6588	33.4752
BIWEEKLY	1670.57	1729.03	1789.56	1852.17	1917.01	1984.11	2053.56	2125.41	2199.83	2276.82	2356.51	2438.99	2524.35	2612.70	2678.02
ANNUAL	43,435	44,955	46,528	48,156	49,842	51,587	53,393	55,261	57,196	59,197	61,269	63,414	65,633	67,930	69,629

STEP	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q
YRS SERVICE	2	3	4	5	6	7	8	9	10	11	12	13	14-15	16-17	18-20	21-23	24+
<b>W24 – DEPUTY SHERIFF CORPORAL</b>																	
HOURLY	23.1522	24.0783	24.9209	25.7932	26.6961	27.6305	28.5974	29.5983	30.6344	31.7066	32.8162	33.9648	35.1535	36.3839	37.4754	38.5996	39.5646
BIWEEKLY	1852.17	1926.27	1993.68	2063.45	2135.69	2210.44	2287.79	2367.87	2450.76	2536.53	2625.30	2717.18	2812.28	2910.71	2998.03	3087.97	3165.17
ANNUAL	48,156	50,083	51,836	53,650	55,528	57,471	59,483	61,565	63,720	65,950	68,258	70,647	73,119	75,678	77,949	80,287	82,294

<b>W25 – DEPUTY SHERIFF SERGEANT</b>																	
HOURLY	25.4675	26.4861	27.4130	28.3724	29.3654	30.3933	31.4571	32.5582	33.6975	34.8770	36.0977	37.3611	38.6687	40.0222	41.2229	42.4595	43.5210
BIWEEKLY	2037.40	2118.89	2193.04	2269.79	2349.23	2431.46	2516.57	2604.66	2695.80	2790.16	2887.82	2988.89	3093.50	3201.77	3297.83	3396.76	3481.68
ANNUAL	52,972	55,091	57,019	59,015	61,080	63,218	65,431	67,721	70,091	72,544	75,083	77,711	80,431	83,246	85,744	88,316	90,524

<b>W27 – DEPUTY SHERIFF LIEUTENANT</b>																	
HOURLY	28.0142	29.1347	30.1544	31.2099	32.3024	33.4329	34.6028	35.8142	37.0677	38.3650	39.7078	41.0975	42.5359	44.0248	45.3455	46.7058	47.8734
BIWEEKLY	2241.14	2330.78	2412.35	2496.79	2584.19	2674.63	2768.22	2865.13	2965.42	3069.20	3176.62	3287.80	3402.87	3521.98	3627.64	3736.46	3829.87
ANNUAL	58,270	60,600	62,721	64,917	67,189	69,540	71,974	74,493	77,101	79,799	82,592	85,483	88,475	91,572	94,319	97,148	99,577

The hourly rates for W21 A, B and C are the same as the July 9, 2006 rates. Grade W21 Step D's annual rate becomes \$43,435, and all other steps on the wage scale (W-21 through W-27) are the July 9, 2006 rates multiplied by 103.5%. For administrative purposes, the hourly rates are the controlling rates. Biweekly rates are the hourly rates multiplied by 80 and rounded to the nearest cent. Annual rates are the hourly rates multiplied by 2080 and rounded to the nearest dollar.

SCHEDULE W - UNIFORM WAGE SCALE  
 EFFECTIVE JANUARY 1, 2008  
 FOR DEPUTY SHERIFF UNIT PERSONNEL  
 PRINCE GEORGE'S COUNTY MARYLAND

STEP YRS SERVICE	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O		
	0-1	1	2	3	4	5	6	7	8	9	10	11	12	13-14	15+		
W21 – DEPUTY SHERIFF PRIVATE																	
HOURLY	19.9808	20.6803	20.6803	21.4041	22.1532	22.9287	23.7310	24.5617	25.4214	26.3113	27.2322	28.1852	29.1717	30.1928	31.0986		
BIWEEKLY	1,598.47	1,654.42	1,654.42	1,712.33	1,772.26	1,834.30	1,898.48	1,964.94	2,033.71	2,104.90	2,178.58	2,254.82	2,333.74	2,415.42	2,487.89		
ANNUAL	41,560	43,015	43,015	44,520	46,079	47,692	49,360	51,088	52,876	54,727	56,643	58,625	60,677	62,801	64,685		
STEP YRS SERVICE	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O		
	1	2	3	4	5	6	7	8	9	10	11	12	13-14	15-17	18		
W22 – DEPUTY SHERIFF FIRST CLASS																	
HOURLY	21.4042	22.1532	22.9287	23.7310	24.5617	25.4214	26.3113	27.2319	28.1854	29.1717	30.1928	31.2495	32.3432	33.4752	34.3121		
BIWEEKLY	1712.33	1772.26	1834.30	1898.48	1964.94	2033.71	2104.90	2178.55	2254.83	2333.74	2415.42	2499.96	2587.46	2678.02	2744.97		
ANNUAL	44,521	46,079	47,692	49,360	51,088	52,876	54,727	56,642	58,626	60,677	62,801	64,999	67,274	69,628	71,369		
STEP YRS SERVICE	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q
	2	3	4	5	6	7	8	9	10	11	12	13	14-15	16-17	18-20	21-23	24+
W24 – DEPUTY SHERIFF CORPORAL																	
HOURLY	23.7310	24.6803	25.5440	26.4380	27.3635	28.3213	29.3124	30.3383	31.4003	32.4992	33.6366	34.8139	36.0324	37.2935	38.4123	39.5646	40.5537
BIWEEKLY	1898.48	1974.42	2043.52	2115.04	2189.08	2265.70	2344.99	2427.06	2512.02	2599.94	2690.93	2785.11	2882.59	2983.48	3072.98	3165.17	3244.30
ANNUAL	49,360	51,335	53,131	54,991	56,916	58,908	60,970	63,104	65,313	67,598	69,964	72,413	74,947	77,570	79,898	82,294	84,352
W25 – DEPUTY SHERIFF SERGEANT																	
HOURLY	26.1042	27.1483	28.0984	29.0817	30.0995	31.1531	32.2435	33.3722	34.5400	35.7489	37.0002	38.2951	39.6354	41.0227	42.2534	43.5210	44.6090
BIWEEKLY	2088.34	2171.86	2247.87	2326.54	2407.96	2492.25	2579.48	2669.78	2763.20	2859.91	2960.01	3063.61	3170.84	3281.82	3380.28	3481.68	3568.72
ANNUAL	54,297	56,468	58,445	60,490	62,607	64,799	67,067	69,414	71,843	74,358	76,960	79,654	82,442	85,327	87,887	90,524	92,787
W27 – DEPUTY SHERIFF LIEUTENANT																	
HOURLY	28.7145	29.8631	30.9083	31.9901	33.1099	34.2688	35.4679	36.7095	37.9944	39.3241	40.7005	42.1249	43.5993	45.1254	46.4791	47.8734	49.0703
BIWEEKLY	2297.16	2389.05	2472.66	2559.21	2648.80	2741.50	2837.43	2936.76	3039.55	3145.93	3256.04	3370.00	3487.95	3610.03	3718.33	3829.87	3925.62
ANNUAL	59,726	62,115	64,289	66,539	68,869	71,279	73,773	76,356	79,028	81,794	84,657	87,620	90,687	93,861	96,677	99,577	102,066

The hourly rates are the October 1, 2007 rates multiplied by 102.5%. For administrative purposes, the hourly rates are the controlling rates. Biweekly rates are the hourly rates multiplied by 80 and rounded to the nearest cent. Annual rates are the hourly rates multiplied by 2080 and rounded to the nearest dollar.

SCHEDULE W - UNIFORM WAGE SCALE  
 EFFECTIVE JANUARY 1, 2009  
 FOR DEPUTY SHERIFF UNIT PERSONNEL  
 PRINCE GEORGE'S COUNTY MARYLAND

STEP	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O		
YRS SERVICE	0-1	1	2	3	4	5	6	7	8	9	10	11	12	13-14	15+		
<b>W21 – DEPUTY SHERIFF PRIVATE</b>																	
HOURLY	20.5803	21.3007	21.3007	22.0462	22.8178	23.6166	24.4429	25.2986	26.1840	27.1006	28.0492	29.0308	30.0469	31.0985	32.0316		
BIWEEKLY	1646.42	1704.06	1704.06	1763.69	1825.42	1889.32	1955.43	2023.89	2094.72	2168.05	2243.93	2322.46	2403.75	2487.88	2562.53		
ANNUAL	42,807	44,305	44,305	45,856	47,461	49,122	50,841	52,621	54,463	56,369	58,342	60,384	62,498	64,685	66,626		
<b>W22 – DEPUTY SHERIFF FIRST CLASS</b>																	
HOURLY	22.0463	22.8178	23.6166	24.4429	25.2986	26.1840	27.1006	28.0488	29.0309	30.0469	31.0985	32.1870	33.3135	34.4795	35.3415		
BIWEEKLY	1763.70	1825.42	1889.32	1955.43	2023.89	2094.72	2168.05	2243.91	2322.47	2403.75	2487.88	2574.96	2665.08	2758.36	2827.32		
ANNUAL	45,856	47,461	49,122	50,841	52,621	54,463	56,369	58,342	60,384	62,498	64,685	66,949	69,292	71,717	73,510		
<b>W24 – DEPUTY SHERIFF CORPORAL</b>																	
HOURLY	24.4429	25.4207	26.3103	27.2312	28.1844	29.1709	30.1917	31.2485	32.3423	33.4742	34.6457	35.8583	37.1133	38.4123	39.5646	40.7516	41.7704
BIWEEKLY	1955.43	2033.66	2104.82	2178.49	2254.76	2333.67	2415.34	2499.88	2587.38	2677.94	2771.66	2868.67	2969.07	3072.98	3165.17	3260.13	3341.63
ANNUAL	50,841	52,875	54,725	56,641	58,624	60,676	62,799	64,997	67,272	69,626	72,063	74,585	77,196	79,898	82,294	84,763	86,882
<b>W25 – DEPUTY SHERIFF SERGEANT</b>																	
HOURLY	26.8873	27.9627	28.9413	29.9541	31.0025	32.0877	33.2108	34.3734	35.5762	36.8214	38.1102	39.4440	40.8245	42.2534	43.5210	44.8266	45.9473
BIWEEKLY	2150.99	2237.02	2315.31	2396.33	2480.20	2567.02	2656.87	2749.87	2846.09	2945.71	3048.81	3155.52	3265.96	3380.27	3481.68	3586.13	3675.78
ANNUAL	55,926	58,162	60,198	62,305	64,485	66,742	69,079	71,497	73,998	76,588	79,269	82,043	84,915	87,887	90,524	93,239	95,570
<b>W27 – DEPUTY SHERIFF LIEUTENANT</b>																	
HOURLY	29.5760	30.7590	31.8355	32.9498	34.1032	35.2968	36.5319	37.8108	39.1343	40.5039	41.9215	43.3887	44.9073	46.4792	47.8735	49.3096	50.5424
BIWEEKLY	2366.08	2460.72	2546.84	2635.99	2728.26	2823.75	2922.55	3024.86	3130.74	3240.31	3353.72	3471.10	3592.58	3718.33	3829.88	3944.77	4043.39
ANNUAL	61,518	63,979	66,218	68,536	70,935	73,417	75,986	78,646	81,399	84,248	87,197	90,248	93,407	96,677	99,577	102,564	105,128

The hourly rates are the January 1, 2008 rates multiplied by 103%. For administrative purposes, the hourly rates are the controlling rates. Biweekly rates are the hourly rates multiplied by 80 and rounded to the nearest cent. Annual rates are the hourly rates multiplied by 2080 and rounded to the nearest dollar.

**14. 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 for full-time employees shall be forty (40) hours.

**15. 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.

**16. DESIGNATION OF MEAL PERIODS**

Any employee who works five (5) or more hours in any workday shall receive a one-half (.5) hour meal period.

**17. CALL BACK PAY**

A. If the Sheriff or his/her designee requires an employee to return to work to perform duties on behalf of the Prince George's County Office of the Sheriff during the employees normal off-duty hours, the County must pay the employee for a minimum of three (3) hours at one and one-half (1.5) times his/her regular rate of pay. However, an employee who is called back to active duty under this provision shall only be entitled to receive compensation for one (1) three (3) hour call back during any eight (8) hour period. An employee called back more than once during an eight (8) hour period would receive compensation for the actual hours worked at one and one-half (1.5) times the employees hourly base rate of pay.

B. If an employee is called at home by the Sheriff or his/her designee and required to work at home on behalf of the Department during his/her normal off-duty hours, he/she will be compensated for the work performed at the overtime rate based on half hour increments (0-30 minutes = one half hour, 31-60 minutes = one hour).

C. This provision shall not apply to administrative hearings or disciplinary procedures.

**18. HOLIDAYS AND HOLIDAY COMPENSATION****A. Holiday Pay**

1. Eligible employees shall receive straight time pay for each designated holiday on which they perform no work.

2. Employees who work on a holiday shall be paid at two (2) times their regular rate of pay for each hour worked (except overtime) but shall not receive another day off. Any overtime performed by an employee on a holiday shall be compensated in accordance with the regular

overtime rate (i.e., no pyramiding). In the event that a holiday falls on the employee's regular day off, the employee shall receive another day off.

3. Whenever Christmas Day, New Year's Day or Independence Day 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 holiday pay. Employees who work both the day the holiday falls on and the day it is celebrated shall be entitled to holiday pay only as to the first such day worked.

**B. Police Memorial Day**

Notwithstanding paragraph A. Holiday Pay, above, employees covered by this Salary Schedule who work on Police Memorial Day (i.e., May 15 of each year) will receive one and one-half (1.5) hours compensatory time for each hour worked (except overtime) in addition to their regular pay. Those employees who are not scheduled to work and perform no work on Police Memorial Day will receive another day off. Effective beginning in FY2001, employees covered by this Salary Schedule who work on Police Memorial Day (i.e., May 15 of each year) will be compensated pursuant to paragraph A., above.

**C. Holiday Observance**

Employees covered by this Salary Schedule will observe regular County holidays on the same dates the Courts observe them even when the County's date of observance is different.

**19. OVERTIME**

A. All full-time employees shall be eligible for overtime pay.

B. When an employee works more than eighty (80) hours in a pay period pursuant to the direction of his supervisor, said employee shall receive overtime pay at one and one-half (1.5) times his hourly base rate for all hours worked in excess of eighty (80) hours in said pay period. As an alternative, at the request of the employee and with the approval of the County, the employee may earn compensatory leave at the rate of one and one-half (1.5) hours for each hour worked.

**20. PYRAMIDING**

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

**21. COURT TIME COMPENSATION**

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

**22. SHIFT DIFFERENTIAL**

- A. Effective the first full pay period beginning on or after July 1, 2001, a shift differential of two dollars (\$2.00) per hour shall be paid for all time worked on the first (1st) shift (i.e., the night shift - 11 p.m. to 7 a.m. or equivalent) to each employee specifically assigned (on a permanent or rotating basis) to work the first (1st) shift.
- B. Effective the first full pay period beginning on or after July 1, 2001, a shift differential of one dollar sixty-five cents (\$1.65) per hour shall be paid for all time worked on the third (3rd) shift (i.e., the evening shift - 3 p.m. to 11 p.m. or equivalent) to each employee specifically assigned (on a permanent or rotating basis) to work the third (3rd) shift.
- C. No shift differential will be considered to be part of the employee's base rate, nor shall it be applied to pay for non-productive hours such as holiday pay and annual and sick leave pay, nor shall it be used for the purpose of computing retirement deductions or for retirement or insurance benefits.
- D. Any employee who works the second (2nd) shift (i.e., the day shift - 7 a.m. to 3 p.m. or equivalent) shall not be entitled to a shift differential.
- E. Any employee assigned to the Civil Process Section shall not be entitled to a shift differential except on assigned duty days.
- F. When the hours worked fall within the third (3rd) and first (1st) shifts, the employee shall be paid for all such hours at the shift differential rate which coincides with the majority of the hours worked, except that if exactly half the hours worked are in each of the third (3rd) and first (1st) shifts, the higher differential rate shall apply for the entire number of hours worked.

**23. ACTING PAY**

When an employee below the rank of Captain is directed to assume, and does in fact assume, the duties of a Sergeant (or higher rank) in an acting capacity for a period of fourteen (14) consecutive days or more (including scheduled days off and approved holiday), beginning with the fifteenth (15th) day, he/she shall be paid at a rate of pay which is equivalent to a two step increase or the minimum necessary to place the employee at the entry level rate of the higher rank, whichever is greater, and shall continue to be paid at that rate until relieved of the position by the person for whom he/she is acting, or by a person of rank equal to that position, or by a superior authority. He/she shall resume receiving acting pay after being on annual, sick or administrative leave status, if he/she had been acting in such higher rank immediately prior to taking such approved leave. If an employee is in an acting capacity and is required to work overtime, he or she shall be paid overtime at the acting rate of pay. Effective July 1, 2005, for the ranks of Sergeant and below an employee in an acting capacity as described above will be paid at ten percent (10%) above their current salary or the minimum necessary to place the employee at the entry level immediately above his/her rank, whichever is greater.

**24. STANDBY PAY**

A. A deputy sheriff who is directed by Management to standby during the deputy sheriff's off-duty hours during the period from 12:01 a.m. on Monday through 12:00 midnight on Friday and who does standby as directed shall receive one (1) hour of pay at the straight time rate for every sixteen (16) hours the deputy stands by, provided, however, a deputy 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.

B. Effective the first full pay period beginning on or after July 1, 2000, a deputy sheriff who is directed by Management to standby during the deputy sheriff's off-duty hours during the period from 12:01 a.m. on Monday through 12:00 midnight on Friday and who does standby as directed shall receive one (1) hour of pay at the straight-time rate for every eight (8) hours the deputy stands by, provided, however, a deputy 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.

C. A deputy sheriff who is directed by Management to standby during the deputy sheriff's off-duty hours during the period from 12:01 a.m. on Saturday through 12:00 midnight on Sunday and who does standby as directed shall receive one (1) hour of pay at the straight-time rate for every eight (8) hours the deputy stands by, provided, however, a deputy 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.

D. With the prior approval of the Sheriff, a deputy sheriff who is on extradition overnight for one or more nights will receive standby pay of four (4) hours of compensatory leave for three (3) nights only.

E. The parties agree that the employees covered by this Salary Schedule who received grants of sick leave in settlement of their grievances over the application of the Standby Pay provision in 1994 will have their sick leave accrued through the 1996 leave year increased in the amount of fifteen percent (15%) of the amount of sick leave the individual employee received as a result of the grievance settlement.

**25. CLOTHING ISSUE**

A. New employees shall receive an original uniform issue of appropriate clothing and leather goods. Upon assignment to any special unit requiring a uniform different from the original uniform referenced above, a special issuance of clothing required for that assignment will be made.

B. The initial issue of uniform items required because of an official change in uniform directed by the Office of the Sheriff will also be provided. All other responsibilities for uniform procurement and upkeep are the employee's, including the responsibility for replacing worn or ill-fitting uniform items.

**26. CLOTHING ALLOWANCE**

A. Effective July 1, 2007, deputy sheriffs covered by this Salary Schedule shall receive a clothing allowance of one thousand three hundred dollars (\$1,300.00) for the procurement, care and upkeep of clothing and leather goods. Court security officers covered by this Salary Schedule shall receive a clothing allowance of three hundred fifty dollars (\$350.00) each fiscal year for the procurement, care and upkeep of clothing and leather goods. This clothing allowance is not considered part of the employee's base pay, and will be paid in one (1) installment in July of each fiscal year covered by this Salary Schedule.

B. If an employee arrives or leaves during the fiscal year, his/her allowance shall be prorated.

**27. TEC PAY**

A. Deputy sheriffs who are regularly and permanently assigned as members and alternates of the SST (not to exceed a total of twenty (20)) shall receive a supplemental payment of one thousand dollars (\$1,000.00); motor unit (not to exceed a total of six (6)), hostage negotiators (not to exceed a total of ten (10)), crisis management (not to exceed a total of six (6)), CDU (not to exceed a total of fifteen (15)) shall receive a supplemental payment of five hundred dollars (\$500.00); and canine handlers (not to exceed a total of six (6)) shall receive a supplemental payment of seven hundred dollars (\$700.00) per fiscal year.

B. Deputy sheriffs assigned to the Bureau of Court Services who maintain Commercial Drivers Licenses (CDL) shall receive a supplemental payment of five hundred dollars (\$500.00) per fiscal year. Employees utilizing a CDL for at least one month in the performance of their duties will be entitled to receive a pro-rata payment based on months CDL is utilized.

C. Deputy sheriffs assigned to the Witness Protection Unit shall receive a supplemental payment of seven hundred dollars (\$700.00) per fiscal year.

D. Deputy sheriffs assigned to the Ceremonial Unit, who have completed one (1) year of service within such Unit, shall receive a supplemental payment of five hundred dollars (\$500.00) per fiscal year.

E. Deputy Sheriffs who pass a conversational proficiency test and provide verifying certification as an interpreter, shall receive a supplemental payment of eight hundred dollars (\$800.00) per fiscal year. The conversational proficiency test will be given at least on an annual basis and notification of the test date announced at the beginning of each Fiscal Year. Deputy Sheriffs who are certified in sign language, and selected by the Sheriff, will also receive a lump sum payment of five hundred dollars (\$500.00) per fiscal year.

F. Payments shall be made in July of each fiscal year and shall not be considered as part of the employee's base wage for purposes of computation of overtime, retirement, or any other purposes. Qualifying deputies shall be those assigned to the units referenced above as of the first day of the month in which the payments are to be made. TEC pay will be allowed for up to two (2) different skills for Deputies who satisfy more than one (1) criteria subject to SOP definitions of eligibility criteria.

**28. FIELD TRAINING OFFICER PAY**

Effective the first full pay period beginning on or after July 1, 2007, employees covered by this Salary Schedule will receive a payment of one dollar (\$1.00) per hour for all hours in which they serve as a Field Training Officer, with this payment to be paid biweekly. In-house training will be made available for FTO's so that they will be certified trainers.

**29. ANNUAL LEAVE**

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

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

C. Effective beginning with the 1997 leave year, new annual leave in excess of the three hundred sixty (360) hours limit at the end of a leave year will automatically convert to new sick leave. The Deputy Sheriff Comprehensive Pension Plan shall be amended to provide that new sick leave converted from annual leave under this subparagraph, up to a combined total for each officer of one thousand forty (1,040) hours of annual leave and this new sick leave, may be used to purchase pension credit at the rate of forty (40) hours for each month of pension credit.

D. When taking annual leave, employees covered by this Salary Schedule must use compensatory time they have accumulated prior to using annual leave.

**30. SICK AND ANNUAL LEAVE DISPOSITION UPON SEPARATION**

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

1. The employee may elect to retain all or any portion of the employee's sick and annual leave balances credited to the employee's leave record for the period of time equal to the employee's eligibility for reappointment as determined in accordance with Section 16-148(a)(8).

2. The employee may elect to apply all or any portion of the employee's sick and annual leave balances to employment elsewhere, provided another employer has agreed to accept accumulated sick or annual leave balances for credit on behalf of the employee.

3. The employee may elect to receive cash payment for all or any portion of the employee's annual leave balance in an amount equal to the total number of unused annual leave hours multiplied by the employee's final base hourly rate of pay, subject to the following:

a. Upon separation from employment, employees who have elected to participate in the new comprehensive pension plan may elect to receive a cash payment for the remainder of their annual leave hours that were accumulated as of the end of the 1996 leave year OR for up to three hundred sixty (360) hours of accumulated annual leave, whichever is greater. Any remaining amount would be applied toward retirement credit in the comprehensive plan even if the result is a benefit exceeding the maximum benefit allowed under the plan. However, effective July 1, 2005, for employees hired after January 4, 1995, the purchase of additional retirement benefits will be capped at the maximum benefit allowed in the plan.

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

c. Upon separation from employment for non-disciplinary reasons (including but not limited to retirement, disability and death), eligible employees will receive cash payment for unused sick leave accumulated as of the end of the 1996 leave year at two and one-half percent (2.5%) for each year of service (through the date of separation) at the employee's base hourly rate of pay as of the date of separation but not to exceed the highest rate of pay for a deputy sheriff lieutenant in July, 2001 -- that is, \$37.6062 per hour. However, if a Deputy Sheriff with less than twenty (20) years of actual service terminates employment as a result of death or disability, he/she shall receive a fifty percent (50%) cash out of unused accumulated sick leave as of the end of the 1996 leave year.

d. For individuals who chose to participate in the new comprehensive pension system, sick leave earned beginning with the 1997 leave year (i.e., new sick leave) is not subject to cash payment upon separation, but is available to purchase retirement credit under the comprehensive pension system even if the result is a benefit exceeding the maximum benefit allowed under the plan. However, deputy sheriffs whose employment terminates because of death are eligible for cash payment for all sick leave earned, including sick leave earned beginning with the 1997 leave year, at the rates set forth in paragraph c., immediately above. However, effective July 1, 2007, for employees hired after January 4, 1995, the purchase of additional retirement benefits will be capped at the maximum benefit allowed in the plan.

e. For individuals who chose to remain in the MSRS plan and the County Supplemental, sick leave earned beginning with the first pay period in the 1997 leave year is not subject to cash payment but may be used to purchase MSRS pension credit at the applicable rate. However, deputy sheriffs whose employment terminates because of death are eligible for cash payment for all sick leave earned, including sick leave earned beginning with the 1997 leave year, at the rates set forth in paragraph c., above.

f. Notwithstanding any provision in this Section to the contrary, an employee who is involuntarily separated from employment with the County for disciplinary reasons is not entitled to any payment for unused sick leave.

**31. SICK LEAVE BANK**

A. The Union shall have the right to establish and maintain a "Sick Leave Bank." Such sick leave shall be accumulated through voluntary donations of sick leave by bargaining unit members. This leave may then be transferred to the account of another bargaining unit member with zero leave balance (annual and sick). Use of such transferred leave shall be limited to sickness or disability which incapacitates the employee.

B. The administration of this leave bank shall be the responsibility of the Union. Parties are to develop an agreed-to form to be used for transferring sick leave under provision. The County agrees to maintain the records of the sick leave bank and shall only transfer sick leave from this bank to the account of an employee upon receiving written authorization from the Union. The use of such sick leave is subject to approval by the Sheriff.

**32. DISABILITY LEAVE**

A. The Department will designate a member of Management to make injury on the job determinations. Specifically, where an employee claims injury on the job and is unable to work, Management will review the claim as soon as possible but not later than ten (10) working days after the claim was made. In cases where injury on the job is clearly indicated, the employee will be placed on disability leave immediately. 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. In cases where injury on the job is not clearly indicated, the process outlined in Administrative Procedure 284 (Administration of Employee Leave) will be followed.

B. For good cause shown, the Personnel Officer may grant up to two (2) additional ninety (90) day periods of disability leave to a deputy sheriff who has petitioned the Sheriff and has received the Sheriff's recommendation for additional leave.

C. During the first year of this salary schedule, the parties will form a Joint Study Committee to recommend more efficient ways to administer disability leave at the departmental level.

**33. PERSONAL LEAVE**

A. Twenty (20) hours of paid personal leave days per wage reporting year shall be granted to each employee eligible for annual leave. (This amount includes four (4) hours per year which were added when the General Election Day holiday was eliminated.) A personal leave day shall be requested and approved in advance of use.

B. There shall be no accumulation of personal leave days, and unused personal leave shall be forfeited at the end of the leave year or upon termination of employment.

**34. DISCRETIONARY LEAVE**

Employees covered by this Salary Schedule with three (3) or more years of service with the Office of the Sheriff shall be eligible for one (1) day of discretionary leave per wage reporting year plus an additional one (1) day of discretionary leave (for a total of two (2) days) after five (5) years of service. Beginning with the 2000 wage reporting year, employees covered by this Agreement with three (3) or more years of service shall be eligible for one (1) day of discretionary leave plus an additional one (1) day of discretionary leave (for a total of two (2) days) after five (5) years of service plus an additional eight (8) hours of discretionary leave after ten (10) years of service (for a total of three (3) days). Discretionary leave may be taken in increments of four (4) hours, must be requested and approved in advance, and unused discretionary leave cannot be carried over from one year to the next. A day shall be considered eight (8) hours in the calculation of discretionary leave.

**35. FAMILY AND MEDICAL LEAVE**

Employees covered by this Salary Schedule are entitled to family and medical leave in accordance with the Personnel Law (See Personnel Law Section 16-225.01.).

**36. PRESIDENTIAL AND UNION BUSINESS LEAVE**

A. The President of the DSA shall be granted full-time administrative leave for the purpose of performing his/her full-time duties as President of the DSA. Subject to the conditions set forth herein, employees covered by this Salary Schedule may be granted, at the request of the DSA, administrative leave for official DSA business for the purpose of attending workshops, conventions, conferences and seminars, and in the absence of the DSA President, his/her designee, will be granted administrative leave for the administration of the collective bargaining agreement and for conducting DSA business. Where leave is requested for employees covered by this Salary Schedule to attend workshops, conventions, conferences and seminars, the President of the DSA must deliver to the Office of the Sheriff a written request for the leave at least ten (10) working days before the leave is to begin. The written notice must specify at a minimum the employees for whom the leave is requested, the duration of the leave, and a brief description of the nature of the event for which the leave is requested.

B. The County will provide one thousand (1,000) hours of administrative leave per fiscal year covered by this Salary Schedule for attendance at workshops, conventions, conferences and seminars. No administrative leave will be granted pursuant to this Section when the one thousand (1,000) hours has been used up during a fiscal year, and any unused balance of the one thousand (1,000) hours of administrative leave at the close of the fiscal year may not be carried forward for use during the next fiscal year. All requests for administrative leave pursuant to this provision are subject to the subject to the approval of the Sheriff or the Sheriff's designee. The parties agree that the DSA will not request administrative leave under this Section for business or activities that are detrimental to the Department.

**37. ADDITIONAL LEAVE PROVISION**

A. 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 Salary Schedule will report to their established work sites and will be paid straight-time wages for hours worked on their regular work shifts. In addition, such employees who work their full regularly scheduled shift during the twenty-four (24) hour period beginning at 6:00 a.m. of the day of the full or partial closing shall be entitled to receive one (1) hour of compensatory leave for each shift hour worked (not to exceed twelve (12) hours per employee per twenty-four (24) hour period).

B. 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.

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

**38. LIFE INSURANCE**

A. The Employer shall pay 100% of the monthly premium for the life insurance coverage for full-time employees in the amount of two (2) times the employee's annual salary.

B. For Deputy Sheriffs who retire on or after July 1, 1995, the County-provided basic life insurance benefits of up to one hundred thousand dollars (\$100,000.00) will not be reduced until the retiree attains age sixty (60). At that time, the retiree's total life insurance benefit shall be reduced by fifteen percent (15%) of the original face value per year, to a residual of twenty-five percent (25%) by reducing the life insurance benefit by fifteen percent (15%) on the first day of the calendar month coinciding with or next following the date of the retiree's attainment of age sixty (60). On each of the next four (4) anniversaries, the retiree's insurance benefit will be reduced by the same dollar amount.

C. The 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 for death or personal loss caused by an accident on or off the job.

**39. SUPPLEMENTAL LIFE INSURANCE BENEFIT**

Employees covered by this Salary Schedule are provided with a supplemental life insurance benefit equal to fifty (50) times the employee's monthly salary up to a maximum of two hundred thousand dollars (\$200,000.00). The supplemental life insurance benefit provided under this provision shall continue as long as the employee is actively employed.

**40. WORKERS' COMPENSATION**

The County will provide, at its own cost, all benefits due to an employee pursuant to the

Maryland Worker's Compensation Law, Title 9 of the Maryland Labor and Employment Code Annotated.

#### **41. 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.

#### **42. SOCIAL SECURITY**

A. Effective January 1, 2008, the County and each employee paid in accordance with this Salary Schedule shall make contributions to the Social Security fund of 7.65% of the first one hundred two thousand dollars (\$102,000) and 1.45% of the remainder paid in wages per employee per calendar year. Employee contributions shall be made through payroll deductions.

B. Subsequent changes in the Social Security tax rate and/or the taxable wage base as enacted through Federal legislation shall be applied in computing Social Security contributions by the County and each employee.

#### **43. INSURANCE PREMIUMS**

A. In CY08, the County shall contribute seventy-four percent (74%) to the cost of the County's point-of-service health insurance plan for any employee or retiree who elects to participate in the program. Participating employees and retirees shall contribute the remaining twenty-six percent (26%).

In CY09, the County shall contribute seventy-three percent (73%) to the cost of the County's point-of-service health insurance plan for any employee or retiree who elects to participate in the program. Participating employees and retirees shall contribute the remaining twenty-seven percent (27%).

The PPO health insurance plan is only available to retirees as of January 2003 living outside of the area. A retiree may re-enroll in the County's health benefits plans in the case of the death or divorce from a spouse or losing health benefits coverage through a spouse. The retiree must notify the County within thirty-days (30) of the event to re-enroll in the health benefits plans lost. The retiree must submit written documentation reflecting the proof of the date the coverage was lost, as well as the health benefits plans lost. The premium contribution schedule and health benefits plans provisions in effect at the time the retiree enrolls in the plans as a result of losing the coverage will apply.

B. In CY08, the County shall contribute seventy-nine percent (79%) to the cost of a prepaid group health plan or Health Maintenance Organization (HMO) for any employee or retiree who elects to participate in the program. Participating employees and retirees shall contribute the remaining twenty-one (21%).

In CY09, the County shall contribute seventy-eight percent (78%) to the cost of a prepaid group health plan or Health Maintenance Organization (HMO) for any employee or retiree who elects to participate in the program. Participating employees shall contribute the remaining twenty-two (22%).

C. Employees who provide proof of other medical coverage may choose to receive a credit instead of enrolling in a medical plan with the County. This benefit option is not available to retirees.

D. In CY08, the County shall contribute eighty-nine percent (89%) to the County's deductible prescription drug and vision care programs for any employee who elects to participate in either program. The participating employee shall contribute the remaining eleven percent (11%). Employees who choose not to enroll in the Prescription Drug Plan may choose to receive a credit instead.

In CY09, the County shall contribute eighty-eight percent (88%) to the County's deductible prescription drug and vision care programs for any employee who elects to participate in either program. The participating employee shall contribute the remaining twelve percent (12%). Employees who choose not to enroll in the Prescription Drug Plan may choose to receive a credit instead.

E. In CY08, the County shall contribute eighty-nine percent (89%) to the County's deductible prescription drug program for any retiree who elects to participate in either program. The participating retiree shall contribute the remaining eleven percent (11%).

In CY09, the County shall contribute eighty-eight percent (88%) to the County's deductible prescription program for any retiree who elects to participate in either program. The participating retiree shall contribute the remaining twelve percent (12%).

The County will not make a contribution towards the premium for the vision care program, the retiree will pay one hundred percent (100%) of the premium for this program. The prescription drug plan credit is not available to retirees.

F. The changes in premium contribution percentages (in paragraphs A, B, D and E above) will not become effective unless and until collective bargaining agreements and/or necessary resolutions are approved by the County Council in effect providing that such changes are effective for all County employees. Changes will not be retroactive.

G. An employee or retiree can elect to enroll in the Preferred Provider Organization (PPO) or Dental Maintenance Organization (DMO) dental plans. The employee or retiree pays one hundred percent (100%) of the cost of these plans, if they elect to enroll in either of the plans.

H. Employees may choose to enroll in a Long-Term Disability (LTD) program offering fifty percent (50%) or sixty percent (60%) up to the specified plan maximum of their annual salary up to the normal social security retirement age. Employees will pay one hundred percent (100%) of the cost whichever option is chosen. This benefit plan option is not available to retirees.

I. Employees may contribute up to five thousand dollars (\$5,000.00) in a dependent flexible spending account and up to five thousand dollars (\$5,000.00) in a medical (health care) flexible spending account. This benefit plan option is not available to retirees.

I. The County shall contribute one hundred percent (100%) of the monthly premium for County basic life insurance (BLI) for each employee in the amount of two (2) times the employee's annual salary up to a maximum of one hundred thousand dollars (\$100,000.00). Employees may purchase extra life insurance (XLI) in multiples of one (1) to four (4) times their annual salary up to a total of seven hundred thousand dollars (\$700,000.00), which includes the basic life insurance amount provided by the County. Employees will pay for the XLI coverage at rates based on their age and salary. Employees may choose to reduce their BLI to one (1) times their annual salary and receive a credit. The XLI and credit for reducing the BLI options are not available to retirees. Refer to Section 37 that outlines the life insurance coverage the County provides to retirees.

#### **44. RETIREMENT CONTRIBUTIONS**

A. Employees paid in accordance with this Salary Schedule and who are eligible for enrollment in the Maryland State Employees' Retirement Systems shall pay retirement contributions at the rate of five percent (5%) or seven percent (7%) of base salary, depending on plan option selected.

B. Classified employees hired prior to January 1, 1980, and are participants in the Employees' Retirement System may transfer to the Employees' Pension System, which is non-contributory up to the Social Security Wage Base.

C. All classified employees hired on or after January 1, 1980, must enroll in the Employees' Pension System.

D. The County's contribution rate shall be that amount as established from time to time by the State. Employee contributions (where applicable) shall be made through payroll deductions. If changes/improvements in retirement benefits are made, then contributions may be adjusted accordingly.

#### **45. SUPPLEMENTAL RETIREMENT CONTRIBUTIONS**

A. Benefit Accrual and Amounts.

1. Effective June 30, 1985, employees covered by this Salary Schedule shall commence participation in a supplemental retirement benefit program, jointly funded through County and employee contributions. The rate of accrual and amount of the benefit payable under this program is determined as follows:

a. Benefit accrual is at the rate of four tenths of one percent (0.4%) times the number of years of actual and continuous service the employee has as a full-time Prince George's County Deputy Sheriff, to a maximum of twenty-five (25) years of actual and continuous service, multiplied by the employee's average annual compensation, as determined pursuant to

Subsection E.

b. Pursuant to Subparagraph a, above, the maximum benefit payable to any eligible employee is ten percent (10%) of the employee's average annual compensation, as determined pursuant to Subsection E.

B. Vesting.

1. Minimum Continuous Service Requirements

a. No employee covered by this Salary Schedule shall be entitled to any benefit described in this Section 43 until the employee has completed a minimum of five (5) years of actual and continuous service as a Deputy Sheriff for Prince George's County.

2. Vested Benefit

a. An employee completing the minimum continuous service requirements of Subsection B., above, shall be entitled to receive a monthly benefit as determined pursuant to Subsection A.

C. Benefit Payment.

The benefit accrued by an employee under either Subsection A or Subsection B, above, shall not be payable until retirement at the earliest of the following:

1. The date on which the employee reaches twenty-five (25) years of actual and continuous service;
2. The date the employee would have reached twenty-five (25) years of actual and continuous service had the employee not separated from service as a deputy sheriff for Prince George's County;
3. The date the employee reaches age fifty-five (55) and fifteen (15) years of service; or,
4. The date the employee reaches age sixty-two (62) and five (5) years of service.

D. Funding.

The cost of funding the supplemental retirement benefit described in this Section 43 will be shared by the employee and the County through regular contributions each pay period. Effective July 1, 1999, the employee contribution will be five and two-tenths of one percent (5.2%). The County shall contribute such amounts as are actuarially determined to be required to provide for the benefits under the Plan.

E. Definitions.

1. Actual Service means service while employed as a Deputy Sheriff of Prince George's

County.

a. Actual Service shall also mean the service indicated for employees covered by this Salary Schedule who are identified in the May 4, 1984 Memorandum of Understanding between the parties.

2. Average Annual Compensation means an amount computed by dividing by three (3) the compensation actually received by an employee during whatever period of thirty-six (36) consecutive months of continuous service will provide the largest total compensation for any such period.

3. Compensation means the basic compensation actually received by an employee for service rendered as a Deputy Sheriff for Prince George's County, excluding any overtime or other premium pay, bonuses or other additional compensation.

4. Continuous Service means the most recent unbroken period of employment as a Deputy Sheriff for Prince George's County. Continuous Service shall also include the service indicated for employees covered by this Salary Schedule who are identified in the May 4, 1984 Memorandum of Understanding between the parties.

F. Pension Plan Modifications Effective July 1, 1989.

Effective July 1, 1989, the benefit accrual rate in Subsection A, above, shall be increased to six tenths of one percent (0.6%) and the maximum benefit payable under Subsection A, above, shall be increased to fifteen percent (15%).

G. Hold Harmless for Supplemental Retirement and Leave Payout.

Fiscal Year 1996/Fiscal Year 1997 Merit. For any employee covered by this Salary Schedule who retires during the period from July 1, 2007 through June 30, 2009, "Average Annual Compensation" as that term is defined in Subsection E. (Definitions), above, will be calculated as if the employee had received all step increases the employee would otherwise have been eligible to receive during the period covering Fiscal Year 1996 and Fiscal Year 1997 but for the deferral of such step increases in those years.

H. Supplemental Retirement Benefit Plan Modifications Effective July 1, 1992.

Effective July 1, 1992, the supplemental retirement benefit accrual rate will be increased from six tenths of one percent (0.6%) to eight tenths of one percent (0.8%) per year with normal retirement after twenty-five (25) years of service at a benefit of twenty percent (20%). However, an employee with twenty-five (25) years of service may accrue up to five (5) more years of service (for a total of thirty (30)) at a benefit accrual rate of one percent (1%) per year for a total maximum benefit of twenty-five percent (25%).

I. Supplemental Retirement Benefit Plan Modifications Effective January 1, 1999.

Effective January 1, 1999, the benefit accrual rate in Subsection H above shall be increased from

eight tenths of one percent (0.8%) to one percent (1%) per year for up to twenty-five (25) years of service for an increase in normal benefit from twenty percent (20%) to twenty-five percent (25%). Additional benefit may be earned for years twenty-six (26) through thirty (30) at the increased benefit accrual rate of one percent (1%) per year for a total maximum benefit of thirty percent (30%).

J. Supplemental Retirement Benefit Plan Modifications Effective July 1, 2001

Effective July 1, 2001, the benefit accrual rate in Subsection H above shall be increased from one percent (1%) to one and two-tenths percent (1.2%) per year for up to twenty-five (25) years of service for an increase in normal benefit from twenty five percent (25%) to thirty percent (30%). Additional benefit may be earned for years twenty-six (26) through thirty (30) at the increased benefits accrual rate of one and two-tenths percent (1.2%) per year for a total maximum benefit of thirty-six percent (36%).

K. Disability Benefits.

The Supplemental Pension Plan will be revised at no cost to the General Fund to provide a disability benefit payable to retirees on a non-service or service connected disability pension from the State. The Supplemental Pension Plan disability payment will be equal to the employee's accrued benefit under the plan as of his or her disability retirement date.

**46. DEPUTY SHERIFF PENSION PLAN**

A. Establishment of the Plan

Employees covered by this Salary Schedule may elect to commence participation in the Deputy Sheriff Pension Plan (the Plan) (established by amending the Supplemental Retirement Benefit Plan) in lieu of participating in the Maryland State Retirement or Pension Systems and the Supplemental Retirement Benefit Plan described in Section 43, above. The Plan will be implemented on July 1, 1996. Establishment of the Plan is contingent on approval of the Plan by the County Council and the State, on the transfer of the appropriate assets from the State Retirement/Pension Systems to the County and is also contingent on IRS tax qualification.

B. Benefit Accrual and Amounts

1. Normal Benefit - Retirement at Twenty (20) Years of Service

a. Normal Benefit accrual is at the rate of two percent (2%) times the number of years of actual and continuous service the employee has completed as a full-time Prince George's County Deputy Sheriff, to a maximum of twenty-five (25) years of actual and continuous service, multiplied by the employee's average annual compensation, as determined pursuant to Section 44. G., below. Additional benefit accrual may be earned for years twenty-six (26) through (30) at the increased accrual rate of two and two-tenths percent (2.2%) per year. The maximum benefit payable is sixty-one percent (61%).

b. Effective January 1, 1999, Normal Benefit accrual is at the rate of two and two-

tenths percent (2.2%) times the number of years of actual and continuous service the employee has completed as a full-time Prince George's County Deputy Sheriff, to a maximum of twenty-five (25) years of actual and continuous service, multiplied by the employee's average annual compensation, as determined pursuant to Section 44. G., below, for a normal retirement benefit of fifty-five percent (55%). Additional benefit accrual may be earned for years twenty-six (26) through thirty (30) years at the increased accrual rate of two and two-tenths percent (2.2%) per year. The maximum benefit payable is sixty-six percent (66%).

c. Effective July 1, 2001, normal benefit accrual is at the rate of two and five-tenths percent (2.5%) times the number of years of actual and continuous service the employee has completed as a full-time Prince George's County Deputy Sheriff, to a maximum of twenty (20) years of actual and continuous service, multiplied by the employee's average annual compensation, as determined pursuant to Section 44. G., below, for a normal retirement benefit of fifty percent (50%). Additional benefit accrual may be earned after twenty (20) years through thirty (30) years at the increased accrual rate of two and five-tenths percent (2.5%) per year. The maximum benefit payable is seventh-five percent (75%).

d. Effective July 1, 2003, normal benefit accrual is at the rate of three percent (3%) times the number of years of actual and continuous service the employee has completed as a full-time Prince George's County deputy sheriff, to a maximum of twenty (20) years of actual and continuous service, multiplied by the employee's average annual compensation, as determined pursuant to Section 44.G., below, for a normal retirement benefit of sixty percent (60%). Additional benefit accrual may be earned after twenty years through thirty (30) at the increased accrual rate of two and five-tenths percent (2.5%) per year. The maximum benefit payable is eighty-five percent (85%).

## 2. Disability Benefit

### a. Job Related

1. Effective July 1, 1999, the benefit for a job related disability is seventy percent (70%) of the employee's average annual compensation, as determined pursuant to Section 44. G., below, during the employee's first year of disability retirement. Thereafter, effective July 1, 2001 the job related disability benefit is reduced to sixty percent (60%) of the employee's annual average compensation.

2. Deputy sheriffs who are disabled (service connected) after twenty (20) years of service will remain eligible for a service connected disability retirement. Effective July 1, 2001, subject to approval by the Internal Revenue Service, deputy sheriffs who retire due to a service-connected disability after twenty-four (24) years of service, will receive their regular retirement benefit offset by the service connected disability retirement benefit, in addition to the nontaxable disability retirement benefit. For example, an officer with twenty-seven (27) years of service is eligible for a normal retirement benefit of sixty-seven and five tenths percent (67.5%) if disabled on the job, the officer would receive a sixty percent (60%) tax free disability retirement benefit and a seven and five tenths percent (7.5%) taxable pension benefit.

3. For purposes of determining eligibility for line-of-duty disability retirement benefits under Section 44 B.2.a., any condition or impairment of health caused by heart disease or hypertension resulting in total or partial disability shall be presumed to be a service connected disability and to have been suffered in the line of duty and as a result of his/her employment.

4. It is the intention of this Section that any participant, who suffers from a condition or impairment of health caused by heart disease or hypertension, shall receive service connected disability benefits from the Plan unless evidence is produced which shall demonstrate to a reasonable degree of medical certainty that the employee's impairment of health or disability is not related to his/her employment.

b. Non-Job Related

Effective July 1, 2001, the benefit for a non-job related disability is equal to a benefit calculated on the regular service formula for a normal benefit pursuant to Section 44.B., above, but will not be less than thirty percent (30%) of the employee's average annual compensation, as determined pursuant to Section 44.G., below. To be eligible for the benefit, the employee must have completed five (5) years of actual and continuous service as a Prince George's County Deputy Sheriff.

c. Any deputy sheriff on disability retirement hired as a civilian employee of the sheriff will be treated as a brand new civilian employee, that is, he/she does not get service credit for pension, leave approval, etc. based on his/her previous service as a deputy sheriff or court security officer.

3. Death Benefit. Upon the death of a Plan participant, one of the following benefits will be payable, as appropriate:

a. Prior to retirement and prior to the participant's normal retirement date, the participant's surviving spouse will receive the participant's contributions to the Plan with interest.

b. Prior to retirement and after the participant's normal retirement date, the participant's surviving spouse shall receive a pension equal to fifty percent (50%) of the actuarially reduced pension the participant would have received [if] he/she retired the day before his/her death and elected a joint and survivor annuity.

c. After retirement, the participant may elect a joint and survivor benefit (actuarially reduced for his/her surviving spouse) or the payment of any of the participant's remaining contributions plus interest to the participant's designated beneficiary.

4. Cost Of Living Increases

a. In January of each year, beginning in January, 1998, two-thirds (2/3) of the total investment returns (on a market value basis excluding any investment expenses incurred but including realized and unrealized capital gains and losses, as well as interest and dividends) in

excess of the interest assumption for the previous plan year will be transferred to a “post-retirement increase fund.”

b. On January 31 of each year, beginning on January 31, 1998, every retiree and every Contingent Annuitant will receive a permanent increase in his or her retirement benefit as calculated in paragraph 4.c., below.

c. The permanent increase will be determined by actuarially calculating the lifetime benefit that can be provided each eligible retiree and every Contingent Annuitant from the post-retirement increase fund, determined pursuant to paragraph 4.a., above, provided:

1. Each eligible retiree and every Contingent Annuitant will receive the same dollar amount.

2. Beginning in January 2000, the maximum increase provided shall not exceed one hundred twenty-five dollars (\$125.00) per month.

3. No increase shall be provided if the amount in the post-retirement increase fund is not sufficient to provide at least a ten dollar (\$10.00) benefit increase.

d. Any amount in the “post-retirement increase fund” described in paragraph 4.a. in excess of the amount necessary to fund the maximum permanent retirement increase described in paragraph 4.c.2. or less than an amount necessary to provide the minimum benefit described in paragraph 4.c.3. will be transferred (returned) to the general pension fund assets.

e. The phrase “actuarially calculating the lifetime benefit” in subparagraph 4.c., above, means that the Plan’s actuary will include an assumption that the pool of assets that has been determined to be available for COL purposes, if any, will earn interest at the same rate of return that is assumed for the Pension Fund itself. Also, any negative performance of the Pension Fund (the percentage by which actual returns fall short of the interest assumption) will be carried forward to successive calculations under this procedure until totally absorbed by future positive earnings.

f. In Fiscal Year 2008 and again in Fiscal Year 2009 each retiree will be provided with a bonus check of four hundred twenty dollars (\$420.00).

##### 5. Pop-back of Benefits

Effective Fiscal Year 2006, where the designated beneficiary of a retiree who has elected a reduced joint and survivor pension benefit predeceases the retiree, or where the spouse beneficiary of the retiree has been granted a valid and final decree of divorce from the retiree either before or after July 1, 2005, 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.

##### 6. Contingent Annuitant after Retirement

Effective Fiscal Year 2006, a retiree receiving benefits who marries after retirement may, within ninety (90) days of marriage, reduce his or her retirement benefit and name the new spouse as a contingent annuitant, provided there is no actuarial cost to the County and there is sufficient evidence of insurability.

C. Vesting

1. Minimum Continuous Service Requirements

No employee covered by this Salary Schedule shall be entitled to a normal benefit provided by the Plan until the employee has completed a minimum of five (5) years of actual and continuous service as a Deputy Sheriff for Prince George's County.

2. Vested Benefit

An employee completing the minimum continuous service requirements of Subsection 1. above shall be entitled to receive a monthly benefit as determined pursuant to Section 44.

D. Benefit Payment

The benefit accrued by an employee under either Section 44, above, shall not be payable until the latest of the following:

1. The date on which the employee reaches either twenty (20) years of actual and continuous service or age fifty-five (55) with five (5) years service (vested), whichever occurs earlier.

2. The date on which the employee either reaches age fifty-five (55) with five (5) years service (vested) or would have reached twenty (20) years of actual and continuous service had the employee not separated from service as a deputy sheriff for Prince George's County, whichever occurs earlier.

3. The date on which the employee actually separates from employment as a deputy sheriff for Prince George's County.

E. Funding

The cost of funding the Plan will be shared by the employee and the County through regular contributions each pay period. Effective July 1, 2003, the employee contribution shall be ten percent (10%) of salary. Employees hired on or after July 1, 2005, will contribute eleven percent (11%) of their salary. The County shall contribute such amounts as are actuarially determined to be required to provide for the benefits under the Plan.

F. Purchase of Service with Accrued Leave

Effective July 1, 1995, the Deputy Sheriff's new pension plan will be modified to provide the purchase of one (1) month additional creditable service with accrued leave: either forty (40) hours of annual leave or eighty (80) hours of sick leave.

G. Definitions

1. Actual Service means service while employed as a deputy sheriff of Prince George's County.

a. Actual Service shall also mean the service indicated for employees covered by this Salary Schedule who are identified [in] the May 4, 1984 Memorandum of Understanding executed between the parties pursuant to Section 43, above.

b. A deputy's years of service will be determined by the greater of County credited service, described in the two paragraphs immediately above, or the deputy's credited service under the State Retirement/Pension Plans, provided, however, that use of credited service under the State Retirement/Pension Plans is contingent on the transfer of assets from previous employer(s) and employee contributions, if applicable, for each year counted.

2. Average Annual Compensation means an amount computed by dividing by two (2) the compensation actually received by an employee during whatever period of twenty-four (24) consecutive months of continuous service will provide the largest total compensation for any such period.

3. Compensation means the basic compensation actually received by an employee for service rendered as a deputy sheriff for Prince George's County, excluding any overtime or other premium pay, bonuses or other additional compensation.

4. Continuous Service means the most recent unbroken period of employment as a Deputy Sheriff for Prince George's County. Continuous Service shall also include the service indicated for employees covered by this Agreement who are identified in the May 4, 1984 Memorandum of Understanding between the parties pursuant to Section 43, above, and any additional service credited under the State Retirement/Pension Plans pursuant to paragraph G.1., above.

H. Joint Study Committee

A Joint Study Committee comprised of representatives of the Union and the County will study and make recommendations concerning pension matters. The committee will meet at least monthly with a representative of the County's Office of Personnel and Labor Relations. The Committee will complete its work by July 1998.

I. Fiscal Year 1996/Fiscal Year 1997 Merit.

For any employee covered by this Salary Schedule who retires during the period from July 1, 2007 through June 30, 2009, "Average Annual Compensation" as that term is defined in paragraph G (Definitions), above, will be calculated as if the employee had received all step increases the employee would otherwise have been eligible to receive during the period covering Fiscal Year 1996 and Fiscal Year 1997 but for the deferral of such step increases in those years.

J. Pension Plan Modifications effective July 1, 1997

The Memorandum of Understanding, dated April 26, 1997, which provided four (4) participants in the Deputy Sheriff Comprehensive Pension Plan with pension credit for County employment before a break in their service will be amended to permit those plan participants to receive credit for that service toward normal retirement provided this can be achieved at no additional cost to the County or to the Deputy Sheriff Comprehensive Pension Plan.

K. Military Service Credit

Military service credited under the comprehensive Pension Plan pursuant to Section 7.12(G)(1) as a result of a State System participant's transfer to the Comprehensive Pension Plan shall be credited as actual service toward normal retirement. The Comprehensive Pension Plan will be amended to permit deputy sheriffs to purchase up to two (2) years of military service, other than military service credited pursuant to Section 7.12(G)(1), to be credited after normal retirement at no cost to the Plan. "Up front" military service as identified in the November 19, 2002 Memorandum of Understanding between the parties shall be granted to the nine (9) employees identified in such Memorandum of Understanding.

L. Court Security Officers

A. Employees covered by this Agreement in the class of work of court security officer will participate in the Deputy Sheriff's Pension Plan but with the following differences:

1. Normal benefit accrual will be at the rate of one and nine-tenths percent (1.9%) times the number of years of actual and continuous service to a maximum of twenty-five (25) years of actual and continuous service, multiplied by the employee's average annual compensation for a normal retirement benefit of forty-seven and five tenths percent (47.5%). Additional benefit accrual may be earned for years 26-30 at the rate of one and nine-tenths percent (1.9%) per year. The maximum benefit payable is fifty-seven percent (57%). The employee contribution shall be eight (8%) of salary.

M. Lateral Transfer

A lateral transfer formula will be developed for transfers from the police department to the Sheriff's Department. Effective Fiscal Year 2006, a lateral transfer formula will be developed for transfers from the Corrections Department and for Fire Inspectors only.

N. Drop Plan

Should the Union conduct an actuarial study regarding a Drop Plan then they will do so at their own expense. The County agrees to provide demographic data relevant to the study.

**47. IRS PICKUP PLAN**

A. The County shall pick up, within the meaning of Section 414(h) (2) of the Internal Revenue Code, the employee contributions required by Section 43. D. (Funding) and Section 44. E. (Funding) hereof. Such amounts:

1. are designated as employee contributions to be picked up by the County within the meaning of Section 414(h) (2) of the Internal Revenue Code and shall be treated as employer contributions in determining the tax treatment of such amounts under that section;

2. shall reduce the taxable compensation of the employee in an amount that equals the employee contributions picked up by the County;

3. shall be paid by the County from the same source of funds that is used to pay compensation to the employee;

4. shall, for all other purposes, be treated in the same manner and to the same extent as employee contributions made before establishment of the pickup plan.

B. Employees shall not be entitled to receive such amounts directly in lieu of having such amounts picked up by the County. This pickup plan becomes effective for pay periods beginning on or after its approval by the County Executive and the County Council. The County shall apply to the Internal Revenue Service for a private letter ruling with respect to the pickup plan, but neither the application nor the receipt of such a ruling are prerequisites to the implementation of the pickup plan.

**48. ADMINISTRATION OF EMPLOYEE LEAVE**

The provisions governing the administration of all types of leave (holiday, annual, sick, administrative, military, military leave without pay, disability, leave without pay, absence without leave, compensatory, personal) are specified in Division 17 of the Personnel Law and Administrative Procedure 284.

**49. MILITARY LEAVE**

Any employee called up to active military service in response to the terrorist attacks on September 11, 2001, the resultant war on terrorism or other military action shall be eligible for the benefits set forth herein: Payment of a salary supplement equal to the difference between the employee's base rate of pay and the employee's base military rate of pay, without the exhaustion of the employee's annual, personal and compensatory leave balances. Eligibility for health care benefits to continue once the employee enters a leave without pay status with both the employer and employee contributions of the premium being paid by the County. These benefits shall

expire on February 26, 2009.

**50. INCENTIVE AWARDS**

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

**51. PAY PLAN POLICY STATEMENT**

It is the policy of the County that benefits afforded to employees in the Salary Plan are governed by the specific salary schedule to which an employee is currently assigned. If an employee is transferred, promoted, demoted, or in any other 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.