

COUNTY COUNCIL OF PRINCE GEORGE'S COUNTY, MARYLAND
2013 Legislative Session

Resolution No. CR-126-2013
 Proposed by The Chair (by request – County Executive)
 Introduced by Council Members Harrison, Campos, Davis, Franklin, Lehman
 Co-Sponsors Olson, Patterson, Toles and Turner
 Date of Introduction October 8, 2013

RESOLUTION

1 A RESOLUTION concerning

2 Compensation and Benefits,

3 Prince George's County Police Civilian Employees Association (PCEA)

4 Salary Schedule P, Schedule of Pay Grades

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 Prince George's County
 7 Police Civilian Employees Association.

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 Prince George's 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 PCEA.

14 NOW, THEREFORE, BE IT RESOLVED by the County Council of Prince George's
 15 County, Maryland, that Salary Schedule P submitted and recommended by the County Executive
 16 on October 4, 2013, which is attached hereto and made a part hereof, setting forth the following
 17 modifications: placement and movement on wage scale; wages; stand by compensation; rest
 18 period; supplement retirement benefit; health benefits; and military leave, be and the same is
 19 hereby approved.

20 BE IT FURTHER RESOLVED that this resolution shall take effect on the day it is adopted
 21 and that, unless stated otherwise in a specific provision of the Salary Schedule, shall be
 22 retroactively effective to July 1, 2013.

Adopted this 19th day of November, 2013.

COUNTY COUNCIL OF PRINCE
GEORGE'S COUNTY, MARYLAND

BY: _____
Andrea C. Harrison
Chair

ATTEST:

Redis C. Floyd
Clerk of the Council

SALARY SCHEDULE P
SCHEDULE OF PAY GRADES - POLICE CIVILIANS
PRINCE GEORGE'S COUNTY, MARYLAND
EFFECTIVE JULY 1, 2013- JUNE 30, 2015

TABLE OF CONTENTS**PAGE**

1. UNIFORM WAGE SCALE - PAY PLAN DESCRIPTION.....	1
2. PLACEMENT AND MOVEMENT ON WAGE SCALE.....	1
3. COST OF LIVING ADJUSTMENT AND ANNIVERSARY INCREASE	5
4. BONUS PAYMENTS (IN EXCESS OF BASE PAY)	5
5. SCHEDULED PAY RATES.....	6
6. WORKHOURS.....	15
7. REST PERIOD	15
8. MEAL PERIOD	15
9. PAY IN EXCESS OF BASE SALARY.....	15
10. LEAVE PROVISIONS	21
11. INCENTIVE AWARDS.....	25
12. UNEMPLOYMENT INSURANCE	26
13. RETIREMENT CONTRIBUTIONS.....	26
14. SUPPLEMENTAL RETIREMENT BENEFIT.....	26
15. GROUP HEALTH INSURANCE UNDER THE BENEFLEX PROGRAM	30
16. GROUP LIFE INSURANCE UNDER THE BENEFLEX PROGRAM.....	31
17. SOCIAL SECURITY	31
18. WORKERS' COMPENSATION	31
19. CLOTHING AND MAINTENANCE ALLOWANCE	31
20. CAREER ADVANCEMENT	32
21. MILITARY LEAVE	33
22. PAY PLAN POLICY STATEMENT	33

1. UNIFORM WAGE SCALE - PAY PLAN DESCRIPTION

A. Pay Plan effective July 1, 1994.

B. 15 Step Plan - Derived as follows - Step A (or Step 0-1) at Grade P-6 is three and one-half percent (3 1/2%) above the existing minimum salary for Grade P-6. Each successive step is three and one-half percent (3 1/2%) up to and including Step L. Step L to M is three percent (3%) and Steps M to N and N to O are two and one-half percent (2 1/2%).

C. Steps at Grade P-5 will be five percent (5%) less than corresponding steps at Grade P-6. The value of the intervals between the grades above grade P-6 is five percent (5%).

D. Completed years of service for purposes of this pay plan shall be determined by using an employee's date of hire as reflected on the employee's PID.

2. PLACEMENT AND MOVEMENT ON WAGE SCALE

A. Current Employees

1. General Rule - On their anniversary dates in FY95, employees will be placed on the scale at the next step above their salary and then be afforded a one step increase. After being placed on the scale, no one will receive more than a one step increase during FY95, and some employees may not receive a step increase (see Section 2.A.2 & 3, below).

2. Employees below Step A (0-1) - On their anniversary dates, employees below Step A will be placed on the scale at Step A and will advance no further during FY95.

3. Longevity Steps (Steps M, N & O) [now N, O & P] - Employees whose placement on the scale plus anniversary increase in FY95 results in their being at a step below that warranted by their years of service will have annual step increases until they are at the step which corresponds with their completed years of service. Employees who are placed on the scale during FY95 at a longevity step which exceeds their years of service or who during subsequent years achieve a longevity step which exceeds their years of completed service will not advance to the next longevity step until warranted by their completed years of service.

B. New Hires - Entry level employees hired during FY95 will be hired at Step A (0-1), and will not move to Step B (2) until their anniversary date in FY97.

C. Promotions and Demotions

1. Except as provided in paragraph 2 of this sub-section, effective July 1, 2005, upon promotion or demotion, an employee's salary will be increased or decreased, as applicable, by five percent (5%) for every grade movement. (For example, a one-grade promotion from P-05 to P-06 would be a five percent (5%) salary increase, a two-grade promotion from P-08 to P-10 would be a ten percent (10%) salary increase; or a three-grade promotion from P-10 to P-13 would be a fifteen percent (15%) promotion.)

2. Upon the passage of this Resolution adopting this Salary Schedule, an employee who receives a voluntary demotion may, if approved by the appointing authority and Director of OHRM, continue to be paid at their current salary provided such salary is in the pay range of the new position. An employee seeking a voluntary demotion will be informed of the procedure to request such approval by the Employer. The approval of the appointing authority and/or the Director of OHRM with regard to whether an employee can continue to be paid at their current salary rate are not subject to grievance or appeal.

D. Anniversary Dates - Employees covered by this Salary Schedule and hired before July 3, 1988, will keep the anniversary dates that they held on July 3, 1988 for as long as they are continuously employed. Employees hired on or after July 3, 1988 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.

E. Additional Pay Steps - Effective July 1, 1995, the wage scale will be expanded to include the following steps at a rate of two and one-half percent (2 1/2%) per step:

Step O	15 [now P]	19-21 years of service (Modified, not added)
Step P	16 [now Q]	22-24 years of service
Step Q	17 [now R]	25-27 years of service
Step R	18 [now S]	28-30 years of service

Fiscal Year 1998:

During FY98, any employee who has not advanced to the step on the Uniform Wage Scale that would otherwise have been warranted by his/her completed years of service as of January 1, 1998 (minus a two year lag because of the lack of credit toward merit increases during FY96 and FY97) will be placed on that step effective the first full pay period beginning on or after January 1, 1998.

Fiscal Year 2000:

Effective July 1, 1999, the anniversary dates of employees covered by this Salary Schedule will be adjusted to the employee's date of hire if that date is different from the employee's current anniversary date.

Effective the first full pay period beginning on or after July 1, 1999, employees will be placed on the proper step of the Uniform Wage Scale for their years of service (minus two years for loss of credit during FY96 and FY97).

Effective the first full pay period beginning on or after July 1, 1999, the Uniform Wage Scale shall be modified as follows:

Step N shall be applicable after 13 years of service;
 Step O shall be applicable after 15 years of service (instead of 16 years);
 Step P shall be applicable after 17 years of service (instead of 19 years);

Step Q shall be applicable after 19 years of service (instead of 22 years);
 Step R shall be applicable after 22 years of service (instead of 25 years);
 Step S shall be applicable after 25 years of service (instead of 28 years); and
 a new Step T shall be applicable after 28 years of service

The interval between Steps N to O, O to P, P to Q, Q to R, and R to S shall be increased from two and one-half percent (2 1/2%) to three percent (3%) and the interval from Step S to new Step T shall be two and one-half percent (2 1/2%).

Fiscal Year 2002:

Effective July 1, 2001, the intervals between Steps M and N and N and O shall be increased from three percent (3%) to three and one-half percent (3 1/2%), and the interval between Steps S and T shall be increased from two and one-half percent (2 1/2%) to three percent (3%).

In accordance with PERB Certification Number AAA 16 390 00243 01 which includes in the PCEA bargaining unit Emergency Dispatchers, formerly represented by IAFF Local 1619, in the Office of Information Technology and Communications (OITC), currently the Office of Homeland Security (OHS). Effective July 1, 2001, said employees will be placed at the step nearest their current salary level on the P-Salary Scale as of June 30, 2001, which is higher than their salary level as of June 30, 2001. If such a step is below their proper placement on the P-Salary Scale (minus two years for the loss of credit during FY96 and FY97, as applicable), then said employees will continue to move one step annually to reach their proper placement on the P-Salary Scale. In addition to the salary placement described above, said former B-scale employees will receive an additional lump sum payment of one thousand three hundred fifty dollars (\$1,350.00) per year to be paid annually on the first full pay period in July of each year. The purpose of such \$1,350.00 payment is to compensate the employees involved for clothing allowance and EMT Pay, which is no longer part of their compensation. It is intended that such lump sum payments ("Equity Adjustment") shall be a continuing part of the compensation of such employee, and shall be included in the "Average Annual Compensation" of such employees for the purpose of pension calculations for those employees. The annual payments of \$1, 350.00 will cease when the employee leaves the PCEA P-Salary Scale.

Fiscal Year 2003:

Effective July 1, 2002, the wage scale (with all steps) will be expanded to the grade of P-24. Each new Grade will be five percent (5%) more than the next previous grade (i.e. G21-G22-G23-G24).

In accordance with PERB Certification Number AAA 16 390 00248 01, former G-Scale employees will be placed effective June 30, 2002 on the P-Scale at the same salary grade they held as of June 30, 2002, at the nearest salary level on the P-Scale as of June 30, 2002 which is higher than their G-Scale salary level as of June 30, 2002. These employees will retroactively receive the same cost of living increase in FY03 as received by P-Scale employees, and will receive retroactively any applicable merit increase they would be eligible for in said Fiscal Year. Movement on the P-Scale will be as follows:

1. Employees below G-Max who are placed on the P-Scale at their grade as of June 30, 2002, at the nearest salary level on the P-Scale which is higher than their salary level as of June 30, 2002, and above their years of service (minus up to two years for suspension of merit steps during FY96 and FY97, as applicable), will advance towards Step L on a yearly basis and then will be frozen at Step L until they reach their appropriate years of service.

2. Employees currently below G-Max who are placed on the P-Scale at their grade as of June 30, 2002, at the nearest salary level on the P-Scale which is higher than their salary level as of June 30, 2002, but at a lower step in accordance with their years of service (minus up to two years for suspension of merit steps during FY96 and FY97, as applicable), will continue receiving annual merit increases and move on the P-Scale until they reach their appropriate years of service.

3. Employees currently at G-Max who are placed on the P-Scale at their grade as of June 30, 2002, and at Step L who are above their years of service (minus up to two years for suspension of merit steps during FY96 and FY97, as applicable), will be frozen at Step L until they reach their appropriate years of service.

4. Employees currently at G-Max who are placed on the P-Scale at their grade as of June 30, 2002, and at Step L who are below their years of service (minus up to two years for suspension of merit steps in FY96 and FY97, as applicable), will continue receiving annual merit increases and move on the P-Scale until they reach their appropriate years of service.

Fiscal Year 2004:

Effective July 1, 2003, employees hired above the starting salary on the wage scale will be informed in writing whether they will be frozen on the wage scale for any specified period of time. Such employees shall sign an acknowledgement that they have been informed of their future movement on the wage scale. Nothing in this subsection shall be construed to deny such employee any movement on the pay scale to which that employee would otherwise be entitled under the agreement.

Fiscal Year 2006:

Effective July 1, 2005, the May 1, 2005 wage scale will be converted from steps to a Min-Max system. The May 1, 2005 wage scale will be used with grades P05 through P24 Step A as the new Min rate and Step T as the new Max rate. Two new grades P25 and P26 will be added to the new Min-Max scale. Each new grade will be five percent (5%) more than the next previous grade. An employee will be eligible to advance to the next step for his/her grade on his/her anniversary date at the rate of one (1) three and one-half percent (3 1/2%) step per year provided that he/she receives a satisfactory performance evaluation for the preceding year.

Fiscal Year 2007:

Effective July 1, 2006, the Max pay rate will be increased by three and one-half percent (3.5%).

Fiscal Year 2009:

Effective July 1, 2008, the Max pay rate will be increased by three and one-half percent (3.5%).

Fiscal Year 2014:

Effective October 20, 2013, the minimum and maximum pay rates will be increased by two percent (2%).

Fiscal Year 2015:

Effective July 12, 2014, the maximum pay rates will be increased by three and one-half percent (3.5%).

3. COST OF LIVING ADJUSTMENT

Employees covered by this Agreement will receive a two percent (2%) increase to their base hourly rates of pay effective October 20, 2013. There will be no increase to the base hourly rates in Fiscal Year 2015.

4. ANNIVERSARY INCREASE

- A. Employees covered by this Agreement who are otherwise eligible to receive a merit increase during the period from July 1, 2013 through June 30, 2014, will receive it.
- B. Employees covered by this Agreement who are otherwise eligible to receive a merit increase during the period from July 1, 2014 through June 30, 2015, will receive it.
- C. Employees covered by this Agreement who were otherwise eligible to receive a merit increase during the period from July 1, 2012 through June 30, 2013 (i.e. Fiscal Year 2013), will receive the merit increase effective the first full pay period beginning on or after January 1, 2015. There will be no retroactive payment for these merit increases.

5. SCHEDULED PAY RATES

Salary Schedule P
 Schedule of Pay Grades (P05-P26)
 Prince George's County Police Civilian Employees Association
 (PCEA)
 Effective August 3, 2008

<u>GRADE</u>		<u>MIN</u>	<u>MAX</u>
P05	HOURLY	9.9686	20.0388
	BIWKLY	797.49	1603.10
	ANNUAL	20,735	41,681
P06	HOURLY	10.4670	21.0407
	BIWKLY	837.36	1683.25
	ANNUAL	21,771	43,765
P07	Hourly	10.9904	22.0927
	BIWKLY	879.24	1767.41
	ANNUAL	22,860	45,953
P08	HOURLY	11.5399	23.1973
	BIWKLY	923.19	1855.78
	ANNUAL	24,003	48,250
P09	HOURLY	12.1169	24.3573
	BIWKLY	969.35	1948.58
	ANNUAL	25,203	50,663
P10	HOURLY	12.7228	25.5751
	BIWKLY	1017.82	2046.00
	ANNUAL	26,463	53,196
P11	HOURLY	13.3589	26.8539
	BIWKLY	1068.71	2148.31
	ANNUAL	27,787	55,856
P12	HOURLY	14.0268	28.1965
	BIWKLY	1122.15	2255.72
	ANNUAL	29,176	58,649

<u>GRADE</u>		<u>MIN</u>	<u>MAX</u>
P13	HOURLY	14.7282	29.6063
	BIWKLY	1178.25	2368.51
	ANNUAL	30,635	61,581
P14	HOURLY	15.4645	31.0867
	BIWKLY	1237.16	2486.94
	ANNUAL	32,166	64,660
P15	HOURLY	16.2379	32.6410
	BIWKLY	1299.03	2611.28
	ANNUAL	33,775	67,893
P16	HOURLY	17.0497	34.2730
	BIWKLY	1363.98	2741.84
	ANNUAL	35,463	71,288
P17	HOURLY	17.9022	35.9867
	BIWKLY	1432.18	2878.94
	ANNUAL	37,237	74,852
P18	HOURLY	18.7973	37.7860
	BIWKLY	1503.78	3022.88
	ANNUAL	39,098	78,595
P19	HOURLY	19.7372	39.6753
	BIWKLY	1578.97	3174.03
	ANNUAL	41,053	82,525
P20	HOURLY	20.7240	41.6591
	BIWKLY	1657.92	3332.73
	ANNUAL	43,106	86,651
P21	HOURLY	21.7602	43.7421
	BIWKLY	1740.82	3499.36
	ANNUAL	45,261	90,983
P22	HOURLY	22.8483	45.9292
	BIWKLY	1827.86	3674.34
	ANNUAL	47,524	95,533

<u>GRADE</u>		<u>MIN</u>	<u>MAX</u>
P23	HOURLY	23.9906	48.2256
	BIWKLY	1919.25	3858.05
	ANNUAL	49,900	100,309
P24	HOURLY	25.1902	50.6369
	BIWKLY	2015.22	4050.96
	ANNUAL	52,396	105,325
P25	HOURLY	26.4498	53.1687
	BIWKLY	2115.99	4253.49
	ANNUAL	55,016	110,591
P26	HOURLY	27.7723	55.8272
	BIWKLY	2221.78	4466.17
	ANNUAL	57,766	116,121

The rates are the July 1, 2008 rates multiplied by 102.5%. For administrative purposes, the hourly rates are the controlling rates. Biweekly rates are hourly rates multiplied by 80 and rounded to the nearest cent. Annual rates are the hourly rates multiplied by 2,080 and rounded to the nearest dollar.

Salary Schedule P
Schedule of Pay Grades (P05-P26)
Prince George's County Police Civilian Employees Association
(PCEA)
Effective October 20, 2013

<u>GRADE</u>		<u>MIN</u>	<u>MAX</u>
P05	HOURLY	10.1680	20.4396
	BIWKLY	813.44	1635.17
	ANNUAL	21,149	42,514
P06	HOURLY	10.6763	21.4615
	BIWKLY	854.11	1716.92
	ANNUAL	22,207	44,640
P07	HOURLY	11.2102	22.5346
	BIWKLY	896.82	1802.76
	ANNUAL	23,317	46,872
P08	HOURLY	11.7707	23.6612
	BIWKLY	941.66	1892.90
	ANNUAL	24,483	49,215
P09	HOURLY	12.3592	24.8444
	BIWKLY	988.74	1987.56
	ANNUAL	25,707	51,676
P10	HOURLY	12.9773	26.0866
	BIWKLY	1038.18	2086.93
	ANNUAL	26,993	54,260
P11	HOURLY	13.6261	27.3910
	BIWKLY	1090.09	2191.28
	ANNUAL	28,342	56,973

<u>GRADE</u>		<u>MIN</u>	<u>MAX</u>
P12	HOURLY	14.3073	28.7604
	BIWKLY	1144.59	2300.83
	ANNUAL	29,759	59,822
P13	HOURLY	15.0228	30.1984
	BIWKLY	1201.82	2415.87
	ANNUAL	31,247	62,813
P14	HOURLY	15.7738	31.7084
	BIWKLY	1261.90	2536.67
	ANNUAL	32,809	65,954
P15	HOURLY	16.5627	33.2938
	BIWKLY	1325.01	2663.51
	ANNUAL	34,450	69,251
P16	HOURLY	17.3907	34.9585
	BIWKLY	1391.26	2796.68
	ANNUAL	36,173	72,714
P17	HOURLY	18.2602	36.7064
	BIWKLY	1460.82	2936.51
	ANNUAL	37,981	76,349
P18	HOURLY	19.1732	38.5417
	BIWKLY	1533.86	3083.34
	ANNUAL	39,880	80,167
P19	HOURLY	20.1319	40.4688
	BIWKLY	1610.56	3237.50
	ANNUAL	41,874	84,175
P20	HOURLY	21.1385	42.4923
	BIWKLY	1691.08	3399.38
	ANNUAL	43,968	88,384

<u>GRADE</u>		<u>MIN</u>	<u>MAX</u>
P21	HOURLY	22.1954	44.6169
	BIWKLY	1775.63	3569.36
	ANNUAL	46,166	92,803
P22	HOURLY	23.3053	46.8478
	BIWKLY	1864.42	3747.82
	ANNUAL	48,475	97,443
P23	HOURLY	24.4704	49.1901
	BIWKLY	1957.63	3935.21
	ANNUAL	50,898	102,315
P24	HOURLY	25.6940	51.6496
	BIWKLY	2055.52	4131.97
	ANNUAL	53,444	107,431
P25	HOURLY	26.9788	54.2321
	BIWKLY	2158.30	4338.57
	ANNUAL	56,116	112,803
P26	HOURLY	28.3277	56.9437
	BIWKLY	2266.22	4555.50
	ANNUAL	58,922	118,443

The rates are the August 3, 2008 rates multiplied by 102%. For administrative purposes, the hourly rates are the controlling rates. Biweekly rates are hourly rates multiplied by 80 and rounded to the nearest cent. Annual rates are the hourly rates multiplied by 2,080 and rounded to the nearest dollar.

Salary Schedule P
Schedule of Pay Grades (P05-P26)
Prince George's County Police Civilian Employees Association
(PCEA)
Effective July 12, 2014

<u>GRADE</u>		<u>MIN</u>	<u>MAX</u>
P05	HOURLY	10.1680	21.1550
	BIWKLY	813.44	1692.40
	ANNUAL	21,149	44,002
P06	HOURLY	10.6763	22.2127
	BIWKLY	854.11	1777.01
	ANNUAL	22,207	46,202
P07	HOURLY	11.2102	23.3233
	BIWKLY	896.82	1865.86
	ANNUAL	23,317	48,512
P08	HOURLY	11.7707	24.4894
	BIWKLY	941.66	1959.15
	ANNUAL	24,483	50,938
P09	HOURLY	12.3592	25.7140
	BIWKLY	988.74	2057.12
	ANNUAL	25,707	53,485
P10	HOURLY	12.9773	26.9996
	BIWKLY	1038.18	2159.97
	ANNUAL	26,993	56,159
P11	HOURLY	13.6261	28.3497
	BIWKLY	1090.09	2267.97
	ANNUAL	28,342	58,967

<u>GRADE</u>		<u>MIN</u>	<u>MAX</u>
P12	HOURLY	14.3073	29.7670
	BIWKLY	1144.59	2381.36
	ANNUAL	29,759	61,915
P13	HOURLY	15.0228	31.2554
	BIWKLY	1201.82	2500.43
	ANNUAL	31,247	65,011
P14	HOURLY	15.7738	32.8182
	BIWKLY	1261.90	2625.46
	ANNUAL	32,809	68,262
P15	HOURLY	16.5627	34.4591
	BIWKLY	1325.01	2756.73
	ANNUAL	34,450	71,675
P16	HOURLY	17.3907	36.1820
	BIWKLY	1391.26	2894.56
	ANNUAL	36,173	75,259
P17	HOURLY	18.2602	37.9912
	BIWKLY	1460.82	3039.29
	ANNUAL	37,981	79,022
P18	HOURLY	19.1732	39.8907
	BIWKLY	1533.86	3191.25
	ANNUAL	39,880	82,973
P19	HOURLY	20.1319	41.8852
	BIWKLY	1610.56	3350.82
	ANNUAL	41,874	87,121
P20	HOURLY	21.1385	43.9795
	BIWKLY	1691.08	3518.36
	ANNUAL	43,968	91,477

<u>GRADE</u>		<u>MIN</u>	<u>MAX</u>
P21	HOURLY	22.1954	46.1785
	BIWKLY	1775.63	3694.28
	ANNUAL	46,166	96,051
P22	HOURLY	23.3053	48.4875
	BIWKLY	1864.42	3879.00
	ANNUAL	48,475	100,854
P23	HOURLY	24.4704	50.9118
	BIWKLY	1957.63	4072.94
	ANNUAL	50,898	105,896
P24	HOURLY	25.6940	53.4574
	BIWKLY	2055.52	4276.59
	ANNUAL	53,444	111,191
P25	HOURLY	26.9788	56.1302
	BIWKLY	2158.30	4490.42
	ANNUAL	56,116	116,751
P26	HOURLY	28.3277	58.9368
	BIWKLY	2266.22	4714.94
	ANNUAL	58,922	122,588

The rates are the October 20, 2013 rates, with the maximum rates increased by 103.5%. For administrative purposes, the hourly rates are the controlling rates. Biweekly rates are hourly rates multiplied by 80 and rounded to the nearest cent. Annual rates are the hourly rates multiplied by 2,080 and rounded to the nearest dollar.

6. WORKHOURS

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

7. REST PERIOD

Upon approval of the employee's supervisor, consistent with operational necessity, employees covered by this Agreement who are assigned to work twelve (12) hour shifts shall be entitled to one (1) twenty-five (25) minute break per shift in addition to their regular meal period. Employees assigned to work twelve (12) hour shifts shall also be entitled to an additional fifteen (15) minute break that may only be taken after completion of the scheduled meal period and after completion of the scheduled twenty-five (25) minute break.

Upon approval of the employee's supervisor, consistent with operational necessity, employees covered by this Agreement who are assigned to work ten (10) hour shifts shall be entitled to one (1) twenty (20) minute break per shift in addition to their regular meal period. Employees assigned to work ten (10) hour shifts shall also be entitled to an additional ten (10) minute paid break period that may only be taken after completion of the scheduled meal period and after completion of the scheduled twenty (20) minute break.

Upon approval of the employee's supervisor, consistent with operational necessity, employees covered by this Agreement who are assigned to work eight (8) hour shifts shall be entitled to one (1) fifteen (15) minute break per shift in addition to their regular meal period.

The Employer will make all reasonable efforts to make sure that employees are permitted to take their breaks.

8. MEAL PERIOD

Employees covered by this Salary Schedule who work through their regular unpaid meal period (one-half (1/2) hour for eight (8) and ten (10) hour shifts; forty-five (45) minutes for a twelve (12) hour shift) at the direction of Management are entitled to be paid for the meal period worked pursuant to Section 9.A., Overtime Pay.

9. PAY IN EXCESS OF BASE SALARY

A. Overtime Pay

1. Any employee who is in a paid status in excess of forty (40) hours in a workweek will receive pay at the rate of one and one-half (1 1/2) times his/her regular rate for each overtime hour or ten-minute fraction thereof worked. At the option of the employee and with the approval of the County (which will not be unreasonably withheld), an employee eligible for compensatory time under applicable law may elect to receive compensatory leave at the rate of one and one-

half (1 1/2) hours for each overtime hour worked.

2. Overtime shall be available to anyone within the division who is qualified in that class of work, including civilian supervisors covered by this Salary Schedule. The Department will, when possible, offer PCEA bargaining unit members overtime work assignments to PCEA bargaining unit personnel before offering that work to non-PCEA bargaining unit employees. Such overtime shall, when possible, be offered to PCEA unit employees in the same division before offering to other PCEA unit employees.

3. Any Fair Labor Standards Act (FLSA) compensatory time that is earned and exceeds the two hundred forty (240) hour maximum carryover, will be paid in a timely fashion.

B. Call Back Pay

1. Any employee who is called back to work from off-duty, and who does in fact perform duties on behalf of the Prince George's County Police Department, DER or Office of Homeland Security, as applicable, during his/her normal off-duty hours, shall be paid for a minimum of four (4) hours at one and one-half (1 1/2) times his/her regular rate of pay beginning at the time the employee was contacted. This provision shall not apply to disciplinary procedures.

2. If an employee is called at home by the Employer and required to perform 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.

C. Acting Pay

1. When an employee is assigned by the Employer to perform in an acting capacity substantially all the duties and responsibilities of any other position with a higher grade and does in fact assume the duties of that position for a period of ten (10) consecutive days or more (including scheduled days off, approved holidays, approved sick leave of two (2) days or less, and approved emergency annual leave, but excluding time for which an employee is otherwise on leave status), he/she shall be paid at the rate of ten percent (10%) or the minimum starting salary in the grade of the acting position, whichever is greater, retroactive to the first (1st) day in the acting capacity and he/she shall continue to be paid that rate until relieved of the position. With regard to employees who are receiving acting pay in excess of this amount as of May 1, 2005, the following agreement applies: Employees who were in an acting capacity receiving acting pay as of May 1, 2005, will continue to receive the same percentage of acting as they were receiving as of said date, until relieved of the acting detail of said position. The employer will not replace the employee receiving acting pay with another employee for the purpose of reducing the amount of acting pay. An employee shall begin to receive payment for such service within sixty (60) days after the date the employee becomes eligible for acting pay.

2. Where Management elects to assign an employee to work in an acting capacity as described above, the Employer shall not schedule work to circumvent the acting pay provisions. This provision shall not apply to an employee in a training work assignment. Employees shall have all training work assignments explained to them fully.

D. Standby Compensation

Effective July 1, 2005, Crime Scene Investigator, Crime Scene Investigator Supervisors, RAFIS (Fingerprint Specialists), Armorer and employees in the Records Department will be compensated at the rate of twelve and one-half percent (12 1/2%) of the employee's base hourly straight time rate for all hours they are required by the Police Department to standby. An employee called back to work will lose standby compensation for eight (8) hours. Effective July 1, 2007, standby pay will be limited in the Office of Homeland Security (Public Safety Communications) to Systems Analyst I/II and Communications Specialist I/II. Eligible employees in the Department of Environmental Resources will be included. Employees who are on standby (and thus entitled to the 12.5% standby compensation) shall receive notification of when they will be on standby a minimum of twenty-one days in advance. However, the parties also recognize that under emergency situations or unexpected circumstances, twenty-one (21) days notice will not be provided.

E. Court Time Compensation

1. If, as a result of official actions taken during the normal course of employment with the Department, an employee covered by this Salary Schedule is required to appear in Court while off duty, the employee will be paid a minimum of three (3) hours pay at one and one-half (1 1/2) times his/her regular rate of pay. For each hour beyond the first three (3) hours that an employee is required to attend court proceedings, the employee shall be paid at the overtime rate.

2. In determining the number of hours beyond three (3) that an employee is entitled to, the clock shall begin to run when the employee is first required by subpoena or otherwise to attend court and shall continue without interruption throughout the day until the end of the last court appearance of the employee that day.

3. For court time beyond three (3) hours, the employee shall be compensated in ten (10) minute segments, i.e., one sixth (1/6) hour pay at the overtime rate of every ten (10) minutes.

F. TEC Pay

1. Effective July 1, 2012, employees who are assigned to provide on the job training (which is designed to be five (5) days or more in duration) for employees will receive a payment of one dollar fifty cents (\$1.50) per hour.

2. The County, with the participation of the PCEA, will develop testing procedures to measure an employee's conversational proficiency in selected languages other than English. An employee who passes such test will be certified as an interpreter in the language tested and will be assigned to interpret that language as part of his/her job duties. Effective July 1, 2007, employees will receive a lump sum payment of one thousand three hundred fifty dollars (\$1,350.00) per year beginning within thirty (30) days following their certification. On July 1, 2008, this amount will be increased to one thousand four hundred dollars (\$1,400.00). Interpreter pay will be prorated the first year applicable based on when the employee is certified. Beginning July 1, 2012, those employees already certified prior to the beginning of the new

fiscal year, will receive their TEC pay in the first full pay period in July of the new fiscal year. Four (4) employees certified in sign language as selected by the Chief of Police will also receive a lump sum payment of five hundred twenty dollars (\$520.00) per year beginning within thirty (30) days following verification of such certification.

3. Effective July 1, 2007, Emergency Dispatchers who are cross trained will be entitled to five percent (5%) certification pay. To retain such extra pay, employees will be required to complete each of the provided training processes and mandatory in-service training classes.

G. Holiday Pay

1. Holidays and Holiday Compensation

a. The Personnel Law establishes the regular holidays for County employees including those employees covered by this Salary Schedule except that an additional holiday, entitled "Police Memorial Day," will be recognized and observed on May 15 of each year as a County holiday for employees covered by this Salary Schedule. Those holidays established by the Personnel Law are listed for convenient reference:

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

b. Eligible employees shall receive a day's pay for each of the designated holidays on which they perform no work.

c. Employees who work on a holiday shall be paid at two (2) times their regular rate of pay for each hour worked (except overtime). Subject to the approval of the Police Department, an employee can elect to receive compensatory leave at up to a double time rate in lieu of pay for hours actually worked on a holiday. (For example, one hour of straight time pay plus one hour of compensatory leave for each hour worked on a holiday). Any overtime performed by an employee on a holiday shall be compensated in accordance with the employee's regular overtime rate (i.e., no pyramiding).

d. If a holiday falls on an employee's regular day off, the employee shall receive another day off.

2. Holiday Work Scheduling

a. Bargaining unit members assigned to work shift work are entitled to the opportunity to work all holidays on which they are normally scheduled to work, and will be paid for those holidays actually worked pursuant to the provisions of subparagraph G.1. of this Section.

b. Bargaining unit members assigned to permanent day work positions are entitled to the opportunity to work at least four (4) holidays during each fiscal year and will be paid for

those holidays actually worked pursuant to the provisions of subparagraph G.1. of this Section. The determination as to which observed holidays bargaining unit members covered by this subparagraph G.2.b. are actually scheduled to work will be determined by the Department, consistent with operational needs.

3. Holiday Observance

Whenever New Year's Day, Police Memorial Day, Independence Day, Veteran's Day or Christmas 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 treated as working on a holiday for purposes of subparagraph G. above. Employees who work both the day the holiday falls on and the day it is celebrated shall be entitled to subparagraph G. benefits only as to the first such scheduled day to work.

4. Emergency Closings

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 the number of hours of compensatory leave (not to exceed twelve (12) hours per employee per twenty-four (24) hour period) equal to the number of hours of administrative leave granted to non-essential County employees. For purposes of this subsection, the County workday will be considered ended at 5:00 p.m.

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 twenty-four (24) hour period, the employee shall not be entitled to any additional grant of compensatory leave by virtue of the full or partial closing. Rather, the appropriate premium rate, if any, shall apply to such hours.

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

d. The PCEA will be notified of all delayed openings and emergency closings and an email will be initiated.

e. Employees covered by this Salary Schedule, who are required to work weekends as part of their regularly scheduled shifts, will receive compensatory leave for the length of time that a County wide "Signal 26" issued by the Police Chief, or designee, due to extreme weather conditions, non-business hours (for purposes of this section that meaning 8:30 am to 5:00 pm), is in effect on their shift(s) worked during the period from 6:00 a.m. Saturday through 6:00 a.m. on Monday.

1. Employees covered by this agreement, who are required to work weekends as part of

their regularly scheduled shift, will receive compensatory leave for the length of time a Countywide "Signal 26" issued by the Chief of Police, or designee, due to extreme weather conditions, is in effect on their shifts worked during the period from 5:00 pm Friday through 8:30 am on Monday.

2. Employees covered by this agreement, who are required to work weekday non-business hours (Monday-Friday after 5:00 pm) as part of their regularly scheduled shift will receive compensatory leave for the length of time a Countywide "Signal 26" issued by the Chief of Police, or designee, due to extreme weather conditions, is in effect during their shift.

H. Shift Differentials

1. First Shift: Effective July 1, 2001, a shift differential of two dollars and fifteen cents (\$2.15) per hour shall be paid for all time worked on the first shift (i.e., the night shift, 2300 hours to 0700 hours) to each employee specifically assigned to work the first shift. Effective the first full pay period beginning on or after July 1, 2002, the first shift differential shall be increased to two dollars and forty cents (\$2.40).

2. Third Shift: Effective July 1, 2001, a shift differential of one dollar and seventy-five cents (\$1.75) per hour shall be paid for all time worked on the third shift (i.e., 1500 hours to 2300 hours) to each employee specifically assigned to the third shift. Effective the first full pay period beginning on or after July 1, 2002, the third shift differential shall be increased to two dollars (\$2.00) per hour.

3. Employees assigned to work the first or third shift shall receive shift differential pay for all paid status hours, including paid leave hours and holidays. However, for no employees shall shift differentials be used for the purpose of computing retirement deductions, and retirement and insurance benefits.

4. When the hours worked fall within the third and first shifts, the employee shall be paid for all such hours at the shift differential rate which coincides with the majority of the hours worked, except that if exactly half the hours worked are in each of the third and first shifts, the higher differential rate shall apply for the entire number of hours worked.

5. Any employee specifically assigned to the second shift (i.e., the day shift; e.g., 0700 to 1500 hours) shall not be entitled to a shift differential except for non-overtime hours actually worked outside of his/her normally scheduled tour of duty which also fall into the third or first shift.

I. Retention Incentive Bonus – Joint Study Committee

There will be established a Joint Study Committee, composed of equal numbers of representatives named by the County and PCEA, to determine what classifications within the PCEA should be considered and recommended for a retention incentive bonus. This study will begin on September 1, 2003 and a report of the Committee's findings and recommendations submitted within six (6) months to the Chief of Police, Director of the Department of

Environmental Resources and Director of Homeland Security.

J. Pyramiding

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

10. LEAVE PROVISIONS

A. Sick Leave

1. Sick leave may be accumulated from year to year. All full-time employees earn 4 1/2 hours of sick leave each pay period with a periodic adjustment to ensure that each employee earns fifteen (15) days of sick leave each leave year through the duration of County service. Each such day shall constitute eight (8) hours. Employees who work on a year-round part-time basis for forty (40) or more hours per pay period shall accrue sick leave in proportion to the hours worked during each pay period.

2. Sick leave may be taken in fifteen (15) minute increments.

B. Annual Leave

Full-time employees shall earn annual leave on the following basis:

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

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

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

1. Employees who work on a year-round part-time basis for forty (40) or more hours per pay period shall earn annual leave in proportion to the hours worked during each pay period.

2. Annual Leave may be taken in fifteen (15) minute increments.

3. 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).

4. 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 3., above.

5. Effective beginning with the 1997 leave year, employees who are over the three

hundred sixty (360) hours limit at the end of that leave year will be able to convert any annual leave in excess of three hundred sixty (360) hours to new sick leave.

C. Sick and Annual Leave Disposition Upon Separation.

1. 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, with proper notice of separation, be liquidated in the following manner:

a. 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);

b. 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;

c. 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:

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

d. For all or any portion of the employee's sick leave balance earned as of the end of the last full pay period of the 1996 leave year, the employee may elect to receive cash payment in an amount equal to the total number of unused sick leave hours multiplied by one-half of the employee's base hourly rate of pay as of January 4, 1997. Sick leave earned beginning the first pay period of FY97 is not subject to cash payment to the employee upon separation.

e. For individuals who participate in the MSRS plan, 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.

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.

g. Notwithstanding any provision in this Section to the contrary, an employee who has been separated from employment under a separation-disability action pursuant to Section 16-189 of the Personnel Law shall forfeit any sick leave hours accumulated at the time of the employee's separation.

D. Personal Leave

In accordance with the Personnel Law, sixteen (16) hours of personal leave including the four (4) hours of personal leave granted each year in lieu of a General Election Day holiday -- per wage reporting year shall be granted to each employee eligible for annual leave. Personal leave shall be requested and approved in advance of use. There shall be no accumulation of personal leave, and unused personal leave shall be forfeited at the end of the leave year or upon termination of employment.

E. Discretionary Leave

1. Employees covered by this Salary Schedule are eligible for and may take one (1) day of discretionary leave per wage reporting year. Discretionary leave may not be taken in increments and must be requested with reasonable advance notice and approved prior to use. A day of discretionary leave shall consist of the same number of hours as are in the employee's regularly scheduled work shift (i.e., 8, 10, 12 hour shifts).

2. Employees covered by this Salary Schedule who have been employed as civilian employees of the Prince George's County Police Department and/or the Vehicle Audit Unit of the Department of Environmental Resources and/or the Office of Homeland Security for ten (10) or more years shall be eligible for one (1) day of Discretionary Leave per fiscal year in addition to the one (1) day of Discretionary Leave described in the above paragraph, subject to the same limitations described in that paragraph.

3. Employees covered by this Salary Schedule who have been employed as civilian employees of the Prince George's County Police Department and/or the Vehicle Audit Unit of the Department of Environmental Resources and/or the Office of Homeland Security for fifteen (15) or more years shall be eligible for two (2) days of Discretionary Leave per wage reporting year in addition to the one (1) day of Discretionary Leave described in the first paragraph above and subject to the same limitations described in that paragraph.

F. Leave Of Absence

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

G. Family and Medical Leave

Employees covered by this Salary Schedule are entitled to family and medical leave as provided in the County Personnel Law. The Chief of Police, the Director of DER or the Director of Homeland Security may also grant the employee additional leave without pay pursuant to the terms of the Personnel Law. Where leave without pay is granted to an employee under this provision, the employee will be advised at the time the leave is granted as to whether or not the

employee will be able to return to the job he/she held at the time the leave without pay was requested.

H. Bereavement Leave

1. In the event of the death of an employee's spouse, child, parent, or sibling, the employee may take up to four (4) working days leave for bereavement. The first three (3) leave days will be administrative leave days, and the other day will be charged to the employee's accumulated sick leave, annual leave or leave without pay.

2. In the event of the death of an employee's, stepchild, grandparent, grandchild, brother- or sister-in-law, mother- or father-in-law, or son- or daughter-in-law, or any member of the employee's household, the employee may take up to four (4) working days leave for bereavement. The first leave day will be an administrative leave day, and the other day or days will be charged to the employee's accumulated sick leave, annual leave or leave without pay.

I. PCEA President, PCEA Board of Directors Leave, PCEA Officers/Members Leave and Leave for Negotiations

1. The President of the PCEA shall be granted a full-time leave of absence from his/her duties from the Police Department, Department of Environmental Resources, or Office of Homeland Security (from whatever agency the PCEA President is from) but shall remain on the payroll of that agency for the purposes of performing full-time duties as President of the PCEA. During such paid leave, the President shall continue to accumulate seniority and shall receive all benefits as if he/she were fully on duty including, but not limited to, pension accruals and fringe benefits. Effective July 1, 2005, in addition to the President of PCEA, one PCEA Board member (designated by the President of PCEA) will be granted full-time leave for the purpose of performing full-time duties for PCEA. However, unless otherwise agreed to by the appointing authority of the applicable agency, no more than one employee will be granted full-time leave from any one agency whether it be for a permanent full-time position or serving in an acting capacity. The appointing authority has full discretion whether to allow more than one employee of their respective agency to be granted full-time leave under this section and the decision of the appointing authority is not subject to grievance or appeal.

If the PCEA President is absent from normal duties on approved leave for a period of more than three (3) consecutive days, the PCEA President may designate in writing to the County a PCEA Board member who shall act as PCEA President in his/her absence. The County agrees that upon receipt of written designation by the PCEA President, the County will place on administrative leave the PCEA Board member so designated by the PCEA President in lieu of the President for each day that leave is announced.

2. At the end of his/her term of office, the Department will make reasonable efforts to assign the immediate past PCEA President to a position with similar duties and on the same shift as the position he/she held immediately before going on full-time leave of absence as President of the PCEA. In no event will the Department assign the immediate past President to a position with a lower salary grade than the grade he/she held immediately prior to taking office.

3. Elected or appointed officers of the PCEA shall be granted union business leave to attend Board meetings, provided that prior approval from the Chief of Police, the Director of DER, or the Director of Homeland Security, as appropriate, has been secured (such approval not being unreasonably withheld) and subject to the limitations of paragraph 7 below.

4. Representatives of the PCEA designated by the President shall be granted union business leave to attend Labor/Management Relations seminars, workshops, conferences or committee meetings in the interest of furthering employee relations, provided that prior approval from the Chief of Police, the Director of DER, or the Director of Homeland Security, as appropriate, has been secured (such approval not being unreasonably withheld) and subject to the limitations of paragraph 7 below.

5. Each member of the PCEA negotiating team (not to exceed a total of seven (7) members and alternates) shall be granted a total of four (4) days of union business leave to prepare for negotiations, provided that prior approval from the Chief of Police, the Director of DER, or the Director of Homeland Security, as appropriate, has been secured.

6. Members of the PCEA negotiating team (not to exceed a total of seven (7) members and alternates) shall be excused from work on the day of negotiations to attend meetings with representatives of the County with no loss of pay or leave. (For example, an employee who would otherwise receive a shift differential for his or her regularly scheduled hours on a day the employee is excused from work to participate in negotiations is entitled to receive the shift differential.) Any PCEA negotiating team member who is assigned to a night or evening shift shall be granted union business leave for the shift he/she is scheduled to work either immediately before or immediately following the negotiation meeting.

7. The County will provide a union business leave bank of one thousand five hundred (1500) hours available for use under paragraphs 3, 4, and 5 above.

J. Disability Leave

Disability leave policies shall be administered in accordance with the Personnel Law, provided, however, that for good cause shown, the Personnel Officer may grant one (1) additional ninety (90) day period of disability leave to an employee who has petitioned the Chief of Police, the Director of DER, or the Director of Homeland Security and has received their recommendation for additional leave.

K. Administration of Leave

The provisions governing the administration of the above types of leave as well as other types of leave (holiday, administrative, military, military leave without pay, disability, absence without leave, compensatory) are specified in Division 17 of the Personnel Law and Administrative Procedure 284.

11. 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.

12. UNEMPLOYMENT INSURANCE

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

13. RETIREMENT CONTRIBUTIONS

A. Employees paid in accordance with this Salary Schedule and who are enrolled 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. Effective January 1, 1980, current participants in the Employee's 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.

14. SUPPLEMENTAL RETIREMENT BENEFIT

A. Benefit Accrual and Amounts.

1. Effective July 1, 1992, employees covered by this Salary Schedule may elect to participate in a supplemental retirement benefit program and all employees hired on or after July 1, 1992 will participate in a supplemental retirement benefit program pursuant to rules established in the Supplemental Retirement Plan. The supplemental retirement program will be jointly funded through County and employee contributions. The rate of accrual and amount of the benefit payable under this program are determined as follows:

Benefit accrual is at the rate of 0.4% times the number of years of actual and continuous service the employee has as a full-time Prince George's County employee, 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 paragraph E., below.

2. Pursuant to paragraph 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 paragraph E., below.

B. Job Related Disability Benefit.

Effective July 1, 1999, if an employee becomes entitled to a job-related disability pension from the Maryland State Retirement or Pension Plan, the employee will be entitled to receive a disability pension benefit under this Supplemental Retirement Plan equal to a benefit calculated on the regular service formula for a normal benefit pursuant to paragraph A., above, as amended by paragraphs G, H, I and J below.

C. Vesting.

1. Minimum Continuous Service Requirements.

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

2. Vested Benefit.

An employee completing the minimum continuous service requirements of paragraph C.1., above, shall be entitled to receive a monthly benefit as determined pursuant to paragraph A, above; provided, however, that no employee terminated for disciplinary reasons will be entitled to any benefit under this Section.

D. Benefit Payment.

1. The benefit accrued by an employee under either paragraphs A or C, above, shall not be payable until retirement at the earlier age of fifty-five (55) and fifteen (15) years of service or age sixty-two (62) and five (5) years of service; or after thirty (30) years of service regardless of age.

2. Effective July 1, 1995, if a plan participant's eligible spouse dies after a participant begins receiving a Joint and Survivor Pension under this Plan, the participant's benefit shall be increased to the level it would have been had the Joint and Survivor option never been chosen.

E. Funding.

1. Effective July 1, 2001, except for the cost of funding the increase in the benefit accrual rate from .6% per year to .8% per year as provided in paragraph I below - - which cost shall be the responsibility of the County, the cost of funding the supplemental retirement benefit for all participating employees, as determined by the Plan's actuary, will be shared on an equal basis by the employees and the County through regular contributions each pay period.

2. Effective July 1, 2003, new employees hired on or after this date will pay fifty (50%) of the total contribution rate required for the Supplemental Pension Plan. The County will pay the other fifty percent (50%).

F. Definitions.

1. Actual Service means service while employed as an employee of Prince George's

County.

2. Average Annual Compensation means an amount computed by dividing by three 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 an employee 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 an employee of Prince George's County.

G. Supplemental Retirement Benefit Plan Modification Effective June 30, 1993.

Effective June 30, 1993, the benefit accrual rate in paragraph A., above, shall be increased from 0.4% to 0.6% per year for up to twenty-five (25) years of service for an increase in normal benefit from ten percent (10%) to fifteen percent (15%).

H. Supplemental Retirement Benefit Plan Modification Effective July 1, 1996.

Effective July 1, 1996, the period for computing the maximum benefit in paragraph G., above, shall be increased from twenty-five (25) years of service to thirty (30) years for an increase in normal benefit from fifteen percent (15%) to eighteen percent (18%).

I. Supplemental Retirement Benefit Plan Modification Effective July 1, 2001.

Effective July 1, 2001, the benefit accrual rate in paragraphs A, G and H, above, shall be increased from 0.6% per year to 0.8% per year for up to thirty (30) years for an increase in normal benefit from eighteen percent (18%) to twenty-four percent (24%). The County will bear the entire cost of this pension enhancement.

J. Supplemental Retirement Benefit Plan Modification Effective July 1, 2003.

Effective July 1, 2003, the rate of accrual for all years of service under the Supplemental Pension Plan will increase from eight-tenths of one percent (0.8%) to one percent (1%) per year. Employees will pay fifty percent (50%) of the additional contribution attributable to this pension enhancement. Such additional payment shall begin effective when the contribution rate increase attributable to this improvement is made applicable to the County.

K. Supplemental Retirement Benefit Plan Modification Effective July 1, 2012

Employees hired on or after July 1, 2012 will be subject to the following Supplemental Plan modifications:

Vesting/Minimum Continuous Service Requirement: 10 years eligibility service

Average Annual Compensation: Average of the five (5) highest consecutive years

Benefit Payment: The benefit accrued by an employee shall not be payable until retirement at the earlier of: (1) Rule of 90 (sum of age and eligibility service must equal 90); (2) Age 65 with 10 years of eligibility service; or (3) Age 60 with 15 years eligibility service.

These modifications are intended to incorporate the applicable changes adopted by the Maryland State Retirement and Pension System, which went into effect July 1, 2011.

L. Hold Harmless

For any employee covered by this Agreement who retires during the period from July 1, 2013 through June 30, 2015, "Average Annual Compensation" as that term is defined in paragraph F. (Definitions), above, will be calculated as if the employee had received the step increase(s), if any, the employee would otherwise have been eligible to receive during the period covering FY96 and FY97 but for the deferral of such step increases in those years.

In addition, any employee covered by this Agreement who retires during the period beginning with the effective date of the legislation enacting this provision through June 30, 2015, "Average Annual Compensation" as that term is defined in paragraph F. (Definitions), above, will be calculated as if the employee had received the step increase(s), if any, the employee would otherwise have been eligible to receive during the period covering Fiscal Year 2010, Fiscal Year 2011, Fiscal Year 2012 and Fiscal Year 2013.

M. Fiscal Year 2004 G-Scale Employee Transfer

Effective July 1, 2003, former G-Scale employees who participated in the G-Scale Supplemental Pension Plan ("G-Scale Plan") and who are now covered by the PCEA collective bargaining agreement, will be placed in (transferred to) the PCEA Supplemental Pension Plan ("P-Scale Plan") effective July 1, 2003. Assets and liabilities (vested and non-vested) attributable to such employees in the G-Scale Plan as of June 30, 2003, will be transferred to the P-Scale Plan. The determination of the amount of assets transferred to the P-Scale Plan is based on a formula recommended by the plans' actuary and agreed to by the parties. Following the transfer, all prior service (i.e. before July 1, 2003) for these transferred employees, as General Schedule employees under the G-Scale Plan, will be credited under the P-Scale Plan using an accrual rate equal to the greater of 1% or the PCEA accrual rate. Any service for said employees after the transfer date (June 30, 2003) will be calculated using the PCEA accrual rate. If the PCEA accrual rate for existing service is ever increased above 1%, such increase shall also apply to the transferred service of these employees from the G-Scale Plan. The County agrees to amend the applicable supplemental pension plan(s) in order to implement the transfer in the manner described above.

N. IRS Pickup Plan

1. The County shall pick up, within the meaning of Section 414(h) (2) of the Internal

Revenue Code, the employee contributions required by paragraph E. (Funding) hereof. Such amounts:

a. 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;

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

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

d. 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.

2. 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.

15. GROUP HEALTH INSURANCE UNDER THE BENEFLEX PROGRAM

A. In Calendar Years 2013, 2014, 2015, the County shall contribute seventy-three percent (73%) to the cost of the County's preferred provider option health insurance plan for any employee who elects to participate in the program. Participating employees shall contribute the remaining twenty-seven percent (27%).

B. In Calendar Years 2013, 2014, 2015, 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 who elects to participate in the program. Participating employees shall contribute the remaining twenty-two (22%). Employees who provide proof of other medical coverage may choose to receive a credit.

C. In Calendar Years 2013, 2014, 2015, 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.

D. Two dental plans are available to employees, the cost of which is paid by the employee if the employee elects to enroll in either of these plans.

16. GROUP LIFE INSURANCE UNDER THE BENEFLEX PROGRAM

Effective July 1, 2001, the County shall pay one hundred percent (100%) of the monthly premium for County life insurance for each employee in the amount of two (2) times the employee's annual salary up to a maximum amount of one hundred fifty thousand dollars (\$150,000.00). Employees may choose to increase their life insurance from one to four times their annual salary up to a total of seven hundred fifty thousand (\$750,000.00) including the base amount provided by the County. Employees will pay for the increased coverage at rates based on their age and amount of coverage. Employees may choose to reduce their life insurance to one times their annual salary and receive a credit.

17. SOCIAL SECURITY

A. The County is required to comply with the Federal Insurance Contribution Act (FICA) that provides for a federal system of old-age, survivors, disability (Social Security or OASDI), and hospital (Medicare or HI) insurance. Effective January 1, 2012, each employee paid in accordance with this salary schedule shall make contributions of 4.2% to the social security fund (FICA-OASDI) up to the wage base limit of one hundred ten thousand one hundred dollars (\$110,100.00); and 1.45% to the Medicare fund (FICA-HI) on all wages paid. 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.

18. 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.

19. CLOTHING AND MAINTENANCE ALLOWANCE

A. Police Evidence Technicians/Police Evidence Technician Supervisors (Administrative Assistants) /Property Clerks/Television Studio Personnel (Audio Visual Specialists)/Supply Technicians/Firearms Instructors

1. The Employer agrees to furnish each Evidence Technician an initial issue of three (3) pairs of coveralls, a raincoat and a pair of boots for use at crime scenes. Effective July 1, 2003, the Employer shall also provide an annual maintenance allowance of six hundred twenty-five dollars (\$625.00) for Evidence Technicians and Evidence Technician Supervisors. Effective July 1, 2004, this allowance will increase to six hundred fifty dollars (\$650.00). The Employer also agrees to furnish one (1) pair of coveralls for Property Clerks working in Vehicle Services.

2. Effective July 1, 2003, the Employer will furnish an annual clothing maintenance allowance of two hundred twenty-five dollars (\$225.00) for Property Clerks in the Department of Environmental Resources. Effective July 1, 2004, this allowance will increase to two hundred fifty dollars (\$250.00). Effective July 1, 2012, this allowance will increase to three hundred

dollars (\$300.00).

3. Effective July 1, 2003, the Employer will furnish an annual clothing maintenance allowance of two hundred twenty-five dollars (\$225.00) for Property Clerks, Property Supply Clerks, Television Studio Personnel, Forensic Chemists, Firearms Examiners, Lab Assistants and Firearms Technicians in the Police Department. Effective July 1, 2004, this allowance will increase to two hundred fifty dollars (\$250.00). Effective July 1, 2012, this allowance will increase to three hundred dollars (\$300.00).

4. Effective July 1, 2005, a Uniform Committee will be established to recommend which units/divisions need standardized uniforms.

5. Effective July 1, 2012, the Employer will furnish an annual clothing maintenance allowance of three hundred dollars (\$300.00) for Firearms Instructors, Armorer and Supply Technicians.

6. The Employer will furnish Public Safety Communication employees with eight (8) shirts when hired and four (4) new shirts (long sleeve or short sleeve as requested) per year thereafter.

7. The Employer agrees to provide bullet proof vests to each Evidence Technician and to replace such vests in accordance with the manufacturer's specifications.

B. Public Safety Aides

Public Safety Aides are responsible for the care and maintenance of their uniforms in serviceable condition. To defray the costs of this responsibility the County will provide a six hundred dollar (\$600.00) clothing allowance during each fiscal year.

C. Clothing Allowance Disbursement

Clothing allowances payable under this Section 19 will be paid in July of each fiscal year covered by this Salary Schedule, and are not included in the employee's base pay for any purposes such as computing holiday pay, annual and sick leave pay, etc.

D. Headsets

To defray the cost of maintaining and/or replacing custom made earpieces, the County will provide an annual fifty dollar (\$50.00) earpiece allowance to all employees who are required to use headsets in the performance of their duty. The County will provide repairs and issue temporary replacements for broken or defective issued headsets.

20. **CAREER ADVANCEMENT**

Effective July 1, 2005, Emergency Dispatch Aides will be eligible for a five percent (5%) non-competitive promotion from P-14 to P-15 after completion of five (5) years of satisfactory service as an Emergency Dispatch Aide. Such increase will be granted on their anniversary date

occurring on or after the completion of five (5) years of satisfactory service as an Emergency Dispatch Aide and will be in addition to any regularly scheduled merit increase to which they are otherwise entitled. Eligible employees will not be entitled to receive this non-competitive promotion any sooner than their anniversary date in Fiscal Year 2003.

21. 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 March 1, 2015.

22. 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 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.