

COUNTY COUNCIL OF PRINCE GEORGE'S COUNTY, MARYLAND

Legislative Session _____ 1991 _____

Bill No. _____ CB-110-1991 _____

Chapter No. _____ 91 _____

Proposed and Presented by _____ The Chairman (by request -
_____ County Executive) _____

Introduced by _____ Council Members Castaldi, Casula, Bell
_____ and Pemberton _____

Co-Sponsors _____

Date of Introduction _____ November 5, 1991 _____

BILL

AN ACT concerning

Collective Bargaining Agreement - Deputy Sheriff's
Association of Prince George's County, Inc.

FOR the purpose of approving the labor agreement by and between
Prince George's County and Deputy Sheriff's Association of Prince
George's County, Inc., to provide for wage increases and certain
other terms and conditions of employment for personnel
classifications certified by the Prince George's County Public
Employee Relations Board.

BY repealing and reenacting with amendments:

SUBTITLE 16. PERSONNEL.

Section 16-233(f)(14),

The Prince George's County Code

(1987 Edition, 1990 Supplement).

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George's County, Maryland, that Section 16-233(f)(14) of the Prince George's County Code be and the same is hereby repealed and reenacted with the following amendments:

SUBTITLE 16. PERSONNEL.

DIVISION 19. COLLECTIVE BARGAINING.

Sec. 16-233. General.

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

(14) Declaration of Approval - Deputy Sheriff's Association of Prince George's County, Inc.

The County Council of Prince George's County, Maryland, having fully considered the labor agreement concluded between Prince George's County and the Deputy Sheriff's Association of Prince George's County, Inc., on [April 3, 1990] October 8, 1991, hereby approves said agreement in accordance with the provisions of Section 13A-109 of the Prince George's County Code.

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

Adopted this 26th day of November, 1991.

COUNTY COUNCIL OF PRINCE
GEORGE'S COUNTY, MARYLAND

BY: _____
Richard J. Castaldi
Chairman

ATTEST:

Maurene W. Epps
Acting Clerk of the Council

APPROVED:

DATE: _____

BY: _____
Parris N. Glendening
County Executive

KEY:

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

AGREEMENT
BETWEEN
PRINCE GEORGE'S COUNTY, MARYLAND
AND
DEPUTY SHERIFF'S ASSOCIATION OF
PRINCE GEORGE'S COUNTY, INC.
JULY 1, 1991 - JUNE 30, 1993

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Preamble And Scope

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

ARTICLE 1

Recognition

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

Unit - Full-time Deputy Sheriffs through the rank of Lieutenant.

ARTICLE 2

Job Security

For the duration of this Agreement, no employee covered by this agreement will be furloughed or separated from employment as the result of a reduction-in-force.

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ARTICLE 3

Base Salary Rate

Section 3.01 Wages.

A. Wage Scale Adjustment

Effective the first full pay period beginning on or after January 1, 1992, employees covered by this Agreement will receive a two and three one-hundredths percent (2.03%) increase in base hourly rates of pay.

B. Cost of Living Adjustment

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

Section 3.02 Wage Scale.

The modifications in the Wage Scale as described in Attachment A, attached hereto, are effective beginning with the first full pay period beginning on or after July 1, 1989.

ARTICLE 4

Special Salary Rates

Section 4.01 Callback Pay.

An employee who is called back to work from off-duty and does in fact perform duties on behalf of the Prince George's County Office of the Sheriff during his normal off-duty hours shall be paid for a minimum of three (3) hours at one and one-half (1 1/2) times his regular rate of pay. This provision shall not apply to administrative hearings or disciplinary procedures.

Section 4.02 Holiday Pay.

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

Employees eligible for holiday pay who work on a holiday shall be paid at one and one-half (1 1/2) times their regular rate of pay for each hour worked (except overtime) in addition to the holiday pay described above, but shall not receive another day off. Any overtime performed by an employee on a holiday shall be compensated in accordance with the regular overtime rate (i.e., no pyramiding).

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In the event that a holiday falls on the employee's regular day off, the employee shall have the option of receiving an extra day's pay at straight time or another day off.

Section 4.03.01 Overtime Eligibility.

All full-time employees shall be eligible for overtime pay, provided, however, that employees in the Civil Process Section shall only be eligible for overtime pay on their assigned duty days when their supervisor directs the performance of specific tasks which requires work beyond the assigned duty day hours.

If employees in the Civil Process Section are assigned to regular shift work, they shall be eligible for overtime in the same manner as other employees.

Section 4.03.02 Computation of Overtime.

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 1/2) 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 1/2) hours for each hour worked.

Section 4.03.03 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.

Section 4.04.01 Shift Differential - First Shift.

Effective the first full pay period beginning on or after July 1, 1989, a shift differential of one dollar fifteen cents (\$1.15) per hour shall be paid for all time worked on the first 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 shift.

The shift differential for the first shift shall be adjusted to one dollar thirty five cents (\$1.35) per hour effective the first full pay period beginning on or after July 1, 1990 and to one dollar fifty-five cents (\$1.55) per hour effective the first full pay period beginning on or after July 1, 1991.

Section 4.04.02 Shift Differential - Third Shift.

Effective the first full pay period beginning on or after July 1, 1989, a shift differential of ninety cents (90¢) per hour shall be paid for all time worked on the third 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 shift.

The shift differential for the third shift shall be adjusted to one dollar five cents (\$1.05) per hour effective the first full pay period beginning on or after July 1, 1990 and to one dollar twenty cents (\$1.20) per hour effective the first full pay period beginning on or after July 1, 1991.

Section 4.04.03.

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.

Section 4.04.04.

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

Section 4.04.05.

Any employee assigned to the Civil Process Section shall not be entitled to a shift differential except on assigned duty days.

Section 4.04.06.

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.

Section 4.05 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 holidays), beginning with the 15th day, he 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, which-ever is greater, and shall continue to be paid at that rate until relieved of the position by the person for whom he is acting, or by a person of rank equal to that position, or by a superior authority. He shall resume receiving acting pay after being on annual, sick, or administrative leave status, if he had been acting in such higher rank immediately prior to taking such approved leave.

Section 4.06 Sick Leave Payment.

Upon termination of County employment for non-disciplinary reasons (including retirement or death), bargaining unit employees shall be offered the option of receiving a lump sum payment for their sick leave balance, or applying such sick leave for credit under the retirement or pension plan, or retaining a sick leave balance in the event of return to County service. Employees who elect to receive payment for their unused sick leave shall be entitled to a lump sum cash payment calculated by the following formula: multiply the total number of sick leave hours accrued as of the date of termination by the employee's final base hourly rate of pay and divide the resultant product by two (2). The number so obtained shall be further multiplied by a fraction, the numerator of which shall be the number of years of actual service and the denominator of which shall be twenty (20). However, if a Deputy Sheriff with less than twenty (20) years of actual service terminates employment as a result of death or disability he shall receive a fifty percent (50%) cashout of unused sick leave regardless of years of service.

Employees who terminate employment for reasons not beyond their control, to be eligible for the payment of unused sick leave referenced above, must provide two (2) weeks notice to the Office of the Sheriff of such intent to terminate. This notice requirement shall not apply to death, retirement or other non-disciplinary terminations which are beyond the control of the employee.

Section 4.07 Court Time Compensation.

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

Section 4.08 Stand By Pay.

A deputy sheriff who is directed by management to stand by during the deputy sheriff's off-duty hours and who does stand by as directed shall receive one 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.

ARTICLE 5

Fringe Benefits

Section 5.01 Clothing Issue.

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.

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.

Section 5.02 Clothing Allowance.

- A. Effective July 1, 1989, employees covered by this Agreement shall receive a clothing allowance of eight hundred seventy-five dollars (\$875) per fiscal year for the procurement, care and upkeep of clothing and leather goods. The clothing allowance shall be adjusted to nine hundred twenty-five dollars (\$925) effective July 1, 1990 and to nine hundred seventy-five dollars (\$975) effective July 1, 1991. This clothing allowance is not considered part of the employee's base pay, and will be paid in two (2) equal installments in December and June of each fiscal year covered by this Agreement. Notwithstanding the foregoing, during FY92 employees will receive a clothing allowance of four hundred eighty-seven dollars and fifty cents (\$487.50) instead of nine hundred seventy-five dollars (\$975.00), and the same amount (\$487.50) will be payable in FY93.
- B. If an employee arrives or leaves during the fiscal year, his allowance shall be prorated.

Section 5.03 Annual Leave.

- A. A maximum of nine hundred twenty (920) hours of accumulated annual leave may be carried over from one (1) leave year to the next by an employee covered by this Agreement.
- B. When taking annual leave, employees covered by this Agreement must use compensatory time they have accumulated prior to using annual leave.

Section 5.04 Disability Leave.

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.

Section 5.05 TEC Pay.

Deputy sheriffs who are regularly and permanently assigned as members and alternates of the SST (not to exceed a total of fifteen (15)) and as canine handlers (not to exceed a total of two (2)), shall receive a supplemental payment of four hundred dollars (\$400) per fiscal year. This payment shall be increased to a total of five hundred dollars (\$500) per fiscal year in the second year of this Agreement, and to a total of six hundred dollars (\$600) per fiscal year in the third year of this Agreement. Payment shall be made in two equal installments in December and June 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. Deputies simultaneously assigned to more than one unit referenced above shall receive only one supplemental payment in accordance with this provision.

Section 5.06 Presidential and Union Business Leave.

Subject to the conditions set forth herein, the President of the DSA and employees covered by this Agreement may be granted at the request of the DSA administrative leave for official DSA business for the purpose of attending workshops, conventions, conferences and seminars, and the DSA President, or his designee, may also be granted administrative leave for the administration of this Agreement and for conducting DSA business. Where leave is requested for employees covered by this Agreement to attend workshops, conventions, conferences and seminars, the President of the DSA must deliver to the Office of the Sheriff a written request for the leave at least ten (10) working days before the leave is to begin. The written notice must specify at a minimum the employees for whom the leave is requested, the duration of the leave, and a brief description of the nature of the event for which the leave is requested. Where leave is requested by the DSA President for matters associated with administration of this Agreement or conducting DSA business, the DSA President, or his designee, must first obtain permission from his supervisor to be away from work. It is also understood that such leave requested by the DSA President, or his designee, will be kept to a minimum and will be arranged so as not to interfere unreasonably or unnecessarily with the Department's operation. It is further understood and agreed that such leave requests will not be unreasonably denied.

The County will provide seven hundred fifty (750) hours of administrative leave per fiscal year covered by this Agreement for use pursuant to the provisions set forth herein. No administrative leave will be granted pursuant to this section when the seven hundred fifty (750) hours has been used up during a fiscal year, and any unused balance of the seven hundred fifty (750) hours of administrative leave at the close of the fiscal year may not be carried forward for use during the next fiscal year. All requests for administrative leave pursuant to this provision are subject to the approval of the Sheriff or the Sheriff's designee. The parties agree that the DSA will not request administrative leave under this Section for business or activities that are detrimental to the Department.

Section 5.07 Supplemental Life Insurance.

Employees covered by this Agreement are provided with a supplemental life insurance benefit equal to fifty (50) times the employee's monthly salary up to a maximum of \$200,000. The supplemental life insurance benefit provided under this provision shall continue as long as the employee is actively employed.

Section 5.08 Health Insurance Premiums

1. Effective with the contribution in June, 1991 for coverage effective in July, 1991, the County shall contribute seventy-five percent (75%) to the cost of the County's Managed Care health insurance program for any employee who elects to participate in that program. Participating employees shall contribute the remaining twenty five percent (25%).

2. For those employees who elect to enroll in a prepaid health plan or Health Maintenance Organization (HMO), the Employer's contribution shall be equal to the Employer's dollar contribution to the health insurance program in paragraph 1, above.

ARTICLE 6

Supplemental Retirement Benefit

Section 6.01 Benefit Accrual and Amounts.

Effective June 30, 1985, employees covered by this Agreement 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:

1. 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 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 6.05.
2. Pursuant to Subparagraph 1, above, the maximum benefit payable to any eligible employee is ten percent (10%) of the employee's average annual compensation, as determined pursuant to Section 6.05.

Section 6.02 Vesting.

A. Minimum Continuous Service Requirements

No employee covered by this Agreement shall be entitled to any benefit described in this Article 6 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.

B. Vested Benefit

An employee completing the minimum continuous service

requirements of Subsection A. above, shall be entitled to receive a monthly benefit as determined pursuant to Section 6.01.

Section 6.03 Benefit Payment.

The benefit accrued by an employee under either Section 6.01 or Section 6.02, above, shall not be payable until the date on which the employee reaches twenty-five (25) years of actual and continuous service or 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, or until the date on which the employee actually separates from employment as a Deputy Sheriff for Prince George's County, whichever occurs later.

Section 6.04 Funding.

The cost of funding the supplemental retirement benefit described in this Article 6 will be shared by the employee and the County through regular contributions each pay period. The County shall contribute seventy-five (75%) of the total cost of providing the employee's benefit, and the employee shall contribute, through payroll deduction, the remaining twenty-five percent (25%).

Section 6.05 Definitions.

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

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

- B. 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.

- C. 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.

- D. 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.

Section 6.06 Pension Plan Modifications Effective July 1, 1989.

Effective July 1, 1989, the benefit accrual rate in Subparagraph 6.01(1), above, shall be increased to 0.6% and the maximum benefit payable under Subparagraph 6.01(2), above, shall be increased to fifteen percent (15%).

Section 6.07 Hold Harmless for Supplemental Retirement and Leave Payout

For any employee covered by this Agreement who retires after July 1, 1991, "Average Annual Compensation" as that term is defined in Section 6.05 (Definitions), above, will be calculated as if the employee had received the seven percent (7%) cost of living increase set forth under Article 2 (Base Salary Rate), paragraph C. (FY92) of the predecessor agreement and scheduled to become effective during the first full pay period beginning on or after July 1, 1991 and the wage scale adjustment included in Schedule W, Uniform Wage Scale, effective July 14, 1991, contained in Attachment A of the predecessor Agreement. This salary shall also be applicable for calculating any leave payouts due upon retirement during this period of time.

Section 6.08 Supplemental Retirement Benefit Plan Modifications Effective July 1, 1992

Effective July 1, 1992, increase the supplemental retirement benefit accrual rate from 0.6% to 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%).

ARTICLE 7

Grievance Procedure

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

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

the grievance. The written notice must set forth relevant information concerning the alleged grievance, including a short description thereof, the date on which the grievance occurred, and the provision(s) of the Agreement alleged to have been violated.

Upon receipt of a grievance, the Office of the Sheriff will conduct an investigation of the grievance. The Office of the Sheriff may take up to thirty (30) working days to complete its investigation, unless there are five (5) or more grievances pending at step 1 at any one time.

In such cases, the thirty (30) working day time limit as provided above will not apply to those grievances and individual time limits will be agreed upon by the DSA and the Office of the Sheriff. Following the investigation, the aggrieved employee, the President of the DSA, and a representative of the Office of the Sheriff will meet at a mutually agreeable time and endeavor to adjust the matter.

The Office of the Sheriff will provide the DSA with a written response to the grievance not later than seven (7) working days following the meeting. If the parties fail to resolve the matter at this Step 1, the grieving party may, within five (5) working days thereafter, pursue Step 2 of the grievance procedure. Time limits as provided for herein may be extended by mutual agreement of the parties.

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

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

Publication of Agreement

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

Agreement.

ARTICLE 9

Section 9.01 Use of Pronoun.

In the aforementioned Articles, where the masculine gender is used, the feminine gender is understood and also included.

Section 9.02 Savings Clause.

In the event that any Article, Section or portion of this Agreement shall be held invalid and unenforceable by any Court, or higher authority of competent jurisdiction, such decision shall apply only to the specific Article, Section or portion thereof specified in the decision and shall leave unaffected the remainder of this Agreement. Upon issuance of such a decision, the Employer and the DSA agree to immediately negotiate a substitution for the invalidated Article, Section or portion thereof.

Section 9.03 Duration

- A. This Agreement shall become effective on July 1, 1991, unless otherwise stated in specific sections, and shall remain in full force and effect until June 30, 1993, unless reopened by the DSA in accordance with subparagraphs B or C below. This Agreement shall be automatically renewed from year to year after June 30, 1993 unless either party shall notify the other in writing no later than October 1, 1992 (or October 1st of any subsequent year thereafter in the case of an automatic renewal) that it desires to terminate, modify or amend this Agreement.

- B. This Agreement may be reopened by the DSA for the purpose of renegotiating (1) base wage rates, (2) Clothing Allowance and (3) the amount of time for investigation under Step 1 of the Grievance Procedure if both of the following conditions are satisfied: (1) the actual revenues received by the County's entire General Fund (i.e., the revenue categories of Real Property Tax, Personal Property Tax, Income Tax, Transfer and

Recordation Tax, Other Taxes, State Shared Taxes, Licenses and Permits, Use of Money and Property, Charges for Services, Intergovernmental, Miscellaneous, Other Financing Sources, and Outside Sources), but excluding any proceeds from interfund or outside borrowing, for the entire fiscal year 1991 (i.e., July 1, 1990 through June 30, 1991) exceeds nine hundred and eighty million dollars

(\$980,000,000.00) and (2) the DSA gives notice of its intent to exercise its right to reopen this Agreement under this subparagraph B no later than October 15, 1991.

The reopener allowed by this subparagraph B shall be for purposes of renegotiating the three provisions noted above for the fiscal year 1992.

- C. This Agreement may be reopened by the DSA for the purpose of renegotiating (1) base wage rates, (2) Clothing Allowance, (3) the pay rates deferred for deputy sheriffs promoted under the Master Deputy Program, and (4) the amount of time for investigation under Step 1 of the Grievance Procedure if both of the following conditions are satisfied: (1) the actual revenues received by the portion of the County's entire General Fund (i.e., the revenue categories of Real Property Tax, Personal Property Tax, Income Tax, Transfer and Recordation Tax, Other Taxes, State Shared Taxes, Licenses and Permits, Use of Money and Property, Charges for Services, Intergovernmental, Miscellaneous, Other Financing Sources, and Outside Sources), but excluding any proceeds from interfund or outside borrowing, for the entire fiscal year 1992 (i.e., from July 1, 1991 through June 30, 1992) exceeds one billion and sixty million dollars (\$1,060,000,000.00) and (2) the DSA gives notice of its intent to exercise its right to reopen this Agreement under this subparagraph C no later than October 15, 1992. The reopener allowed by this subparagraph C shall be for purposes of renegotiating the four provisions noted above for the fiscal year 1993.

- D. To effectuate the provisions of subparagraphs B and C above, the County shall provide the DSA, immediately upon their availability and in no event less than two weeks prior to the October 15, 1991 and October 15, 1992 deadlines referenced above, access to and copies of the nonprivileged financial records of the County to determine the amount of actual revenues received by the County's General Fund during the relevant periods of time referenced above. These financial records may be used by the DSA and its retained experts for the purposes specified herein, but otherwise shall remain confidential.

Signed on this 8th day of October, 1991, in Upper Marlboro, Prince George's County, Maryland.

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

PRINCE GEORGE'S COUNTY,
MARYLAND

Louis J. Oertly
President

Parris N. Glendening
County Executive

Approved as to form and
legal sufficiency

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ATTACHMENT A

UNIFORM WAGE SCALE

Effective July 2, 1989, the current modified "MIN-MAX" system in effect for all members of the bargaining unit will be replaced by the Uniform Wage Scale contained in this Attachment A and described below.

DESCRIPTION OF THE UNIFORM WAGE SCALE

For each rank of 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 3.5% from Step 0 through Step 11 and 3% for the three remaining intervals from Step 11 through Step 14.

An employee will be eligible to advance to the next step for his/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.

Employees covered by this Agreement 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.

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). However, deputies promoted to the ranks of Deputy Sheriff First Class or Deputy Sheriff Corporal following the promotional cycles in the Spring, 1992 and 1993, will continue to receive the same rates of pay as they received in their former ranks (except for any subsequent cost of living and/or anniversary increases) until the first full pay period beginning on or after

October 1, 1993. On that date, those deputies will be placed at the proper pay grades and steps for their rank. 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 the promotional grade (that is, a ten percent (10%) increase).

IMPLEMENTATION OF THE UNIFORM WAGE SCALE

FY90: Effective July 2, 1989, employees covered by this Agreement, after receiving the four percent (4%) cost of living adjustment, will be placed on the Uniform Wage Scale at the step for their rank which is immediately above their annual salary.

However, an 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.

On their anniversary dates during FY90, all employees will receive a one step anniversary increase (either three and one-half percent (3 1/2%) or three percent (3%), depending on their July 2 placement on the Uniform Wage Scale) to the next step on the Uniform Wage Scale unless the employee is at Step 14.

FY91: 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.