

COUNTY COUNCIL OF PRINCE GEORGE'S COUNTY, MARYLAND
2001 Legislative Session

Resolution No. CR-51-2001
Proposed by The Chairman (by request – County Executive)
Introduced by Council Members Russell, Scott, Wilson, Estepp and Gourdine
Co-Sponsors _____
Date of Introduction October 9, 2001

RESOLUTION

1 A RESOLUTION concerning
2 Compensation and Benefits - Deputy Sheriff's
3 Association of Prince George's County, Inc. (Deputy Sheriffs)
4 Salary Schedule W

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

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

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

15 NOW, THEREFORE, BE IT RESOLVED by the County Council of Prince George's
16 County, Maryland, that Salary Schedule W submitted and recommended by the County
17 Executive on September 27, 2001, which is attached hereto and made a part hereof, setting forth
18 the following modifications: cost of living increases in Fiscal Years 2002 and 2003; merit
19 increases in Fiscal Years 2002 and 2003; wage scale adjustments; supplemental retirement
20 benefit; pension plan; shift differential; clothing allowance; tec pay; field training officer pay and
21 the establishment of a voluntary sick leave bank, be and the same is hereby approved.

Adopted this 19th day of November, 2001.

COUNTY COUNCIL OF PRINCE
GEORGE’S COUNTY, MARYLAND

BY: _____
Ronald V. Russell
Chairman

ATTEST:

Joyce T. Sweeney
Clerk of the Council

SALARY SCHEDULE W
SCHEDULE OF PAY GRADES - DEPUTY SHERIFFS
(PRIVATE - LIEUTENANT)
PRINCE GEORGE'S COUNTY, MARYLAND
EFFECTIVE JULY 1, 2001 - JUNE 30, 2003

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1. COST OF LIVING ADJUSTMENT

- A. Employees covered by this Salary Schedule will receive a three percent (3%) increase to their base wages effective the first full pay period beginning on or after July 1, 2001.
- B. Employees covered by this Salary Schedule will receive a one percent (1%) increase to their base wages effective the first full pay period beginning on or after July 1, 2002.
- C. Employees covered by this Salary Schedule will receive a one percent (1%) increase to their base wages effective the first full pay period beginning on or after April 1, 2003.

2. MERIT INCREASES

- A. Employees covered by this Salary Schedule who are otherwise eligible to receive a merit increase during the period from July 1, 2001 through June 30, 2002 will receive it.
- B. Employees covered by this Salary Schedule who are otherwise eligible to receive a merit increase during the period from July 1, 2002 through June 30, 2003 will receive it.

3. UNIFORM WAGE SCALE

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

1. Description of the Uniform Wage Scale

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

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

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

d. Upon promotion to the rank of Deputy Sheriff First Class or Deputy Sheriff Corporal, an employee's salary rate shall be increased to that of the corresponding pay step for the promotional grade (that is, an increase equivalent to two (2) three and one-half percent (3.5%) steps).

4. IMPLEMENTATION OF THE UNIFORM WAGE SCALE

A. Fiscal Year 1990: Effective July 2, 1989, employees covered by this Salary Schedule, after receiving the four percent (4%) cost of living adjustment, will be placed on the Uniform Wage Scale at the step for their rank which is immediately above their annual salary.

1. However, an employee whose salary, when adjusted for the four percent (4%) cost of living adjustment, exceeds the maximum salary payable at his/her rank will be red-circled at that salary, and will continue to be red-circled. Further, an employee who was hired at a rate of pay greater than the entry rate will be placed on the pay scale pursuant to the foregoing rules and will maintain the resultant step differential.

2. On their anniversary dates during FY90, all employees will receive a one step anniversary increase (either three and one-half percent (3 5%) or three percent (3%), depending on their July 2 placement on the Uniform Wage Scale) to the next step on the Uniform Wage Scale unless the employee is at Step 14.

B. Fiscal Year 1991: On their anniversary dates during FY91, all employees below the step which would be warranted by their years of service will be placed at that step. Employees who are hired at a rate of pay greater than the entry rate will be placed on the pay scale pursuant to this rule so as to maintain the resultant step differential.

5. MODIFICATIONS TO THE UNIFORM WAGE SCALE—DURING FY95

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

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

2. Grade W21 is the pay grade for the rank of Deputy Sheriff Private. The percentage values of the intervals between the steps are three and one-half percent (3.5%) from Step A through Step L and three percent (3%) for the remaining three (3) intervals from Step L through Step O. The entry rate for a Deputy Sheriff Private is Step A. A Deputy Sheriff Private (W21) will be eligible to advance to the next step for that rank on the deputy's anniversary date at the rate of one (1) step per year up to and including Step N (after thirteen (13) years of service), provided he or she receives at least a satisfactory performance evaluation for the preceding year. After reaching Step N, a Deputy Sheriff Private (W21) will be eligible to advance to Step O after two (2) years of service at Step N, (that is, after having completed fifteen (15) years of service),

provided that the deputy's performance for the applicable period has been evaluated as satisfactory.

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

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

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

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

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

6. IMPLEMENTATION OF MODIFIED UNIFORM WAGE SCALE -- DURING FY95

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

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

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

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

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

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

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

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

A. Note: Beginning in Fiscal Year 2000, employees covered by the Salary Schedule who were employed by the Office of the Sheriff during Fiscal Year 1996 and/or Fiscal Year 1997 received no credit toward merit increase(s) during either of those fiscal years. Thus, the pay steps for such employees who were hired at entry level and employed during both or one of those years will not reflect their actual years of service but will be one or two steps behind until completing their eighteenth (18th) year of service.

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

C. Effective the first full pay period beginning on or after July 1, 1999, the interval for grades W-24 and above between Step A to Step B shall be increased from three and one-half percent (3 1/2%) to four percent (4%), such that all steps at Step B and above on the Uniform Wage Scale shall be increased by one-half of one percent (.5%).

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

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

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

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

9. MODIFICATIONS TO THE UNIFORM WAGE SCALE -- DURING FISCAL YEAR 2002

Effective the first full pay period beginning on or after July 1, 2001, Step P shall be applicable after 21 years of service and Step Q shall be applicable after 24 years of service.

10. MASTER DEPUTY PROGRAM

A. The Program covers promotions to the rank of Deputy Sheriff First Class and Deputy Sheriff Corporal. Promotions to the ranks of Deputy Sheriff First Class and Deputy Sheriff Corporal are based on the time-in-grade requirements, performance evaluations and written

examinations described in paragraphs 1, 2 and 3, below. The current rank designations of Deputy Sheriff Private, Deputy First Class and Deputy Sheriff Corporal will be maintained.

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

a. Deputy Sheriff First Class.

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

b. Deputy Sheriff Corporal.

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

2. PERFORMANCE EVALUATION

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

3. WRITTEN EXAMINATION

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

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

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

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

11. SCHEDULED PAY RATES

SCHEDULE W
UNIFORM WAGE SCALE
EFFECTIVE JULY 1, 2001
FOR DEPUTY SHERIFF UNIT PERSONNEL
PRINCE GEORGE'S COUNTY, MARYLAND

STEP	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S
YRS SERVICE	0-1	1	2	3	4	5	6	7	8	9	10	11	12	13	14-15	16-17	18-20	21-23	24
W19 Court Security Officer																			
HOURLY	12.3798	12.8131	13.2618	13.7921	14.2749	14.7745	15.2916	15.8269	16.3804	16.9539	17.5472	18.1617	18.7063	19.2675	19.8453	20.4409	21.0543	21.6861	22.2284
BIWEEKLY	990.38	1025.05	1060.94	1103.37	1141.99	1181.96	1223.33	1266.15	1310.43	1356.31	1403.77	1452.93	1496.51	1541.4	1587.63	1635.27	1684.35	1734.88	1778.27
ANNUAL	25,750	26,651	27,584	28,688	29,692	30,731	31,806	32,920	34,071	35,264	36,498	37,776	38,909	40,076	41,279	42,517	43,793	45,107	46,235

The hourly rates are the October 1, 2000 rates multiplied by 103%. For administrative purposes, the hourly rates are the controlling rates. Biweekly rates are the hourly rates multiplied by 80 and rounded to the nearest cent. Annual rates are the hourly rates multiplied by 2080 and rounded to the nearest dollar.

SCHEDULE W
UNIFORM WAGE SCALE
EFFECTIVE JULY 14, 2002
FOR DEPUTY SHERIFF UNIT PERSONNEL
PRINCE GEORGE'S COUNTY, MARYLAND

STEP	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S
YRS SERVICE	0-1	1	2	3	4	5	6	7	8	9	10	11	12	13	14-15	16-17	18-20	21-23	24
W19 Court Security Officer																			
HOURLY	12.5036	12.9412	13.3944	13.9300	14.4176	14.9222	15.4445	15.9852	16.5442	17.1234	17.7227	18.3433	18.8934	19.4602	20.0438	20.6453	21.2648	21.9030	22.4507
BIWEEKLY	1000.28	1035.30	1071.55	1114.40	1153.41	1193.78	1235.56	1278.81	1323.53	1369.87	1417.81	1467.46	1511.48	1556.81	1603.51	1651.62	1701.19	1752.23	1796.05
ANNUAL	26,008	26,918	27,860	28,975	29,989	31,038	32,124	33,249	34,412	35,617	36,863	38,154	39,298	40,477	41,692	42,942	44,231	45,558	46,697

The hourly rates are the July 1, 2001 rates multiplied by 101%. For administrative purposes, the hourly rates are the controlling rates. Biweekly rates are the hourly rates multiplied by 80 and rounded to the nearest cent. Annual rates are the hourly rates multiplied by 2080 and rounded to the nearest dollar.

SCHEDULE W
UNIFORM WAGE SCALE
EFFECTIVE APRIL 6, 2003
FOR DEPUTY SHERIFF UNIT PERSONNEL
PRINCE GEORGE'S COUNTY, MARYLAND

STEP	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S
YRS SERVICE	0-1	1	2	3	4	5	6	7	8	9	10	11	12	13	14-15	16-17	18-20	21-23	24
W19 Court Security Officer																			
HOURLY	12.6286	13.0706	13.5284	14.0693	14.5618	15.0715	15.5990	16.1450	16.7096	17.2947	17.8999	18.5268	19.0823	19.6548	20.2442	20.8518	21.4775	22.1220	22.6752
BIWEEKLY	1010.29	1045.65	1082.26	1125.55	1164.94	1205.72	1247.92	1291.60	1336.77	1383.57	1431.99	1482.13	1526.59	1572.38	1619.54	1668.14	1718.21	1769.75	1814.01
ANNUAL	26,268	27,187	28,138	29,265	30,289	31,349	32,445	33,582	34,756	35,973	37,232	38,535	39,691	40,882	42,109	43,372	44,673	46,014	47,164

The hourly rates are the July 14, 2002 rates multiplied by 101%. For administrative purposes, the hourly rates are the controlling rates. Biweekly rates are the hourly rates multiplied by 80 and rounded to the nearest cent. Annual rates are the hourly rates multiplied by 2080 and rounded to the nearest dollar.

SCHEDULE W
UNIFORM WAGE SCALE
EFFECTIVE JULY 1, 2001
FOR DEPUTY SHERIFF UNIT PERSONNEL
PRINCE GEORGE'S COUNTY, MARYLAND

STEP YRS SERVICE	A 0-1	B 1	C 2	D 3	E 4	F 5	G 6	H 7	I 8	J 9	K 10	L 11	M 12	N 13-14	O 15+		
W21 – DEPUTY SHERIFF PRIVATE																	
HOURLY	15.0846	15.6125	16.1587	16.7244	17.3097	17.9156	18.5425	19.1917	19.8633	20.5587	21.2780	22.0229	22.6836	23.3641	24.0648		
BIWEEKLY	1,206.76	1,249.00	1,292.70	1,337.95	1,384.77	1,433.25	1,483.40	1,535.33	1,589.07	1,644.70	1,702.24	1,761.84	1,814.69	1,869.13	1,925.19		
ANNUAL	31,376	32,474	33,610	34,787	36,004	37,264	38,568	39,919	41,316	42,762	44,258	45,808	47,182	48,597	50,055		
STEP YRS SERVICE	A 1	B 2	C 3	D 4	E 5	F 6	G 7	H 8	I 9	J 10	K 11	L 12	M 13-14	N 15-17	O 18		
W22 – DEPUTY SHERIFF FIRST CLASS																	
HOURLY	16.7244	17.3097	17.9156	18.5425	19.1917	19.8633	20.5587	21.2780	22.0229	22.7937	23.5916	24.2990	25.0282	25.7789	26.4235		
BIWEEKLY	1,337.95	1,384.77	1,433.25	1,483.40	1,535.33	1,589.07	1,644.70	1,702.24	1,761.84	1,823.50	1,887.33	1,943.92	2,002.25	2,062.32	2,113.88		
ANNUAL	34,787	36,004	37,264	38,568	39,919	41,316	42,762	44,258	45,808	47,411	49,071	50,542	52,059	53,620	54,961		
STEP YRS SERVICE	A 2	B 3	C 4	D 5	E 6	F 7	G 8	H 9	I 10	J 11	K 12	L 13	M 14-15	N 16-17	O 18-20	P 21-23	Q 24+
W24 – DEPUTY SHERIFF CORPORAL																	
HOURLY	18.5425	19.2842	19.9591	20.6577	21.3808	22.1291	22.9036	23.7052	24.5349	25.3936	26.1555	26.9401	27.7483	28.5809	29.4382	30.3213	31.0793
BIWEEKLY	1,483.40	1,542.73	1,596.73	1,652.61	1,710.47	1,770.33	1,832.29	1,896.42	1,962.79	2,031.49	2,092.44	2,155.20	2,219.86	2,286.47	2,355.06	2,425.71	2,486.35
ANNUAL	38,568	40,111	41,515	42,968	44,472	46,029	47,639	49,307	51,033	52,819	54,403	56,035	57,716	59,448	61,232	63,068	64,645
W25 – DEPUTY SHERIFF SERGEANT																	
HOURLY	20.3968	21.2126	21.9550	22.7233	23.5187	24.3419	25.1939	26.0757	26.9883	27.9329	28.7709	29.6340	30.5230	31.4387	32.3819	33.3535	34.1871
BIWEEKLY	1,631.74	1,697.01	1,756.40	1,817.87	1,881.50	1,947.35	2,015.51	2,086.05	2,159.06	2,234.63	2,301.67	2,370.72	2,441.84	2,515.10	2,590.55	2,668.28	2,734.97
ANNUAL	42,425	44,122	45,666	47,265	48,919	50,631	52,403	54,237	56,136	58,100	59,843	61,639	63,488	65,392	67,354	69,375	71,109
W27 – DEPUTY SHERIFF LIEUTENANT																	
HOURLY	22.4365	23.3339	24.1506	24.9958	25.8708	26.7763	27.7134	28.6833	29.6874	30.7264	31.6481	32.5975	33.5755	34.5828	35.6203	36.6889	37.6062
BIWEEKLY	1,794.92	1,866.71	1,932.05	1,999.67	2,069.67	2,142.10	2,217.07	2,294.67	2,374.99	2,458.12	2,531.85	2,607.80	2,686.04	2,766.62	2,849.62	2,935.11	3,008.50
ANNUAL	46,668	48,535	50,233	51,991	53,811	55,695	57,644	59,661	61,750	63,911	65,828	67,803	69,837	71,932	74,090	76,313	78,221

The hourly rates are the April 8, 2001 rates multiplied by 103%. For administrative purposes, the hourly rates are the controlling rates. Biweekly rates are the hourly rates multiplied by 80 and rounded to the nearest cent. Annual rates are the hourly rates multiplied by 2080 and rounded to the nearest dollar.

SCHEDULE W
UNIFORM WAGE SCALE
EFFECTIVE JULY 14, 2002
FOR DEPUTY SHERIFF UNIT PERSONNEL
PRINCE GEORGE'S COUNTY, MARYLAND

STEP YRS SERVICE	A 0-1	B 1	C 2	D 3	E 4	F 5	G 6	H 7	I 8	J 9	K 10	L 11	M 12	N 13-14	O 15+		
W21 – DEPUTY SHERIFF PRIVATE																	
HOURLY	15.2354	15.7687	16.3203	16.8917	17.4828	18.0948	18.7279	19.3836	20.0620	20.7643	21.4908	22.2432	22.9104	23.5977	24.3055		
BIWEEKLY	1,218.83	1,261.49	1,305.63	1,351.33	1,398.62	1,447.58	1,498.23	1,550.69	1,604.96	1,661.14	1,719.27	1,779.45	1,832.83	1,887.82	1,944.44		
ANNUAL	31,690	32,799	33,946	35,135	36,364	37,637	38,954	40,318	41,729	43,190	44,701	46,266	47,654	49,083	50,555		
STEP YRS SERVICE	A 1	B 2	C 3	D 4	E 5	F 6	G 7	H 8	I 9	J 10	K 11	L 12	M 13-14	N 15-17	O 18		
W22 – DEPUTY SHERIFF FIRST CLASS																	
HOURLY	16.8917	17.4828	18.0948	18.7279	19.3836	20.0620	20.7643	21.4908	22.2432	23.0216	23.8276	24.5420	25.2785	26.0367	26.6878		
BIWEEKLY	1,351.33	1,398.62	1,447.58	1,498.23	1,550.69	1,604.96	1,661.14	1,719.27	1,779.45	1,841.73	1,906.20	1,963.36	2,022.28	2,082.94	2,135.02		
ANNUAL	35,135	36,364	37,637	38,954	40,318	41,729	43,190	44,701	46,266	47,885	49,561	51,047	52,579	54,156	55,511		
STEP YRS SERVICE	A 2	B 3	C 4	D 5	E 6	F 7	G 8	H 9	I 10	J 11	K 12	L 13	M 14-15	N 16-17	O 18-20	P 21-23	Q 24+
W24 – DEPUTY SHERIFF CORPORAL																	
HOURLY	18.7279	19.4770	20.1587	20.8643	21.5947	22.3504	23.1326	23.9423	24.7803	25.6476	26.4171	27.2095	28.0258	28.8667	29.7326	30.6246	31.3901
BIWEEKLY	1,498.23	1,558.16	1,612.70	1,669.14	1,727.57	1,788.03	1,850.61	1,915.38	1,982.42	2,051.80	2,113.37	2,176.76	2,242.06	2,309.33	2,378.61	2,449.96	2,511.21
ANNUAL	38,954	40,512	41,930	43,398	44,917	46,489	48,116	49,800	51,543	53,347	54,947	56,596	58,294	60,043	61,844	63,699	65,291
W25 – DEPUTY SHERIFF SERGEANT																	
HOURLY	20.6007	21.4248	22.1745	22.9506	23.7539	24.5853	25.4458	26.3364	27.2581	28.2122	29.0586	29.9304	30.8283	31.7531	32.7057	33.6870	34.5290
BIWEEKLY	1,648.06	1,713.98	1,773.96	1,836.05	1,900.31	1,966.82	2,035.67	2,106.92	2,180.65	2,256.98	2,324.69	2,394.43	2,466.26	2,540.25	2,616.45	2,694.96	2,762.32
ANNUAL	42,850	44,564	46,123	47,737	49,408	51,137	52,927	54,780	56,697	58,681	60,442	62,255	64,123	66,046	68,028	70,069	71,820
W27 – DEPUTY SHERIFF LIEUTENANT																	
HOURLY	22.6609	23.5673	24.3921	25.2458	26.1295	27.0441	27.9905	28.9702	29.9843	31.0337	31.9646	32.9235	33.9113	34.9286	35.9765	37.0558	37.9823
BIWEEKLY	1,812.87	1,885.38	1,951.37	2,019.66	2,090.36	2,163.52	2,239.24	2,317.61	2,398.74	2,482.70	2,557.17	2,633.88	2,712.90	2,794.29	2,878.12	2,964.46	3,038.58
ANNUAL	47,135	49,020	50,736	52,511	54,349	56,252	58,220	60,258	62,367	64,550	66,486	68,481	70,535	72,651	74,831	77,076	79,003

The hourly rates are the July 1, 2001 rates multiplied by 101%. For administrative purposes, the hourly rates are the controlling rates. Biweekly rates are the hourly rates multiplied by 80 and rounded to the nearest cent. Annual rates are the hourly rates multiplied by 2080 and rounded to the nearest dollar.

SCHEDULE W
UNIFORM WAGE SCALE
EFFECTIVE APRIL 6, 2003
FOR DEPUTY SHERIFF UNIT PERSONNEL
PRINCE GEORGE'S COUNTY, MARYLAND

STEP YRS SERVICE	A 0-1	B 1	C 2	D 3	E 4	F 5	G 6	H 7	I 8	J 9	K 10	L 11	M 12	N 13-14	O 15+		
W21 – DEPUTY SHERIFF PRIVATE																	
HOURLY	15.3878	15.9263	16.4835	17.0606	17.6576	18.2757	18.9152	19.5774	20.2626	20.9719	21.7057	22.4656	23.1395	23.8337	24.5485		
BIWEEKLY	1,231.02	1,274.11	1,318.68	1,364.85	1,412.61	1,462.06	1,513.21	1,566.19	1,621.01	1,677.75	1,736.46	1,797.25	1,851.16	1,906.70	1,963.88		
ANNUAL	32,007	33,127	34,286	35,486	36,728	38,013	39,344	40,721	42,146	43,622	45,148	46,728	48,130	49,574	51,061		
STEP YRS SERVICE	A 1	B 2	C 3	D 4	E 5	F 6	G 7	H 8	I 9	J 10	K 11	L 12	M 13-14	N 15-17	O 18		
W22 – DEPUTY SHERIFF FIRST CLASS																	
HOURLY	17.0606	17.6576	18.2757	18.9152	19.5774	20.2626	20.9719	21.7057	22.4656	23.2518	24.0658	24.7874	25.5312	26.2971	26.9546		
BIWEEKLY	1,364.85	1,412.61	1,462.06	1,513.21	1,566.19	1,621.01	1,677.75	1,736.46	1,797.25	1,860.15	1,925.27	1,983.00	2,042.50	2,103.77	2,156.37		
ANNUAL	35,486	36,728	38,013	39,344	40,721	42,146	43,622	45,148	46,728	48,364	50,057	51,558	53,105	54,698	56,066		
STEP YRS SERVICE	A 2	B 3	C 4	D 5	E 6	F 7	G 8	H 9	I 10	J 11	K 12	L 13	M 14-15	N 16-17	O 18-20	P 21-23	Q 24+
W24 – DEPUTY SHERIFF CORPORAL																	
HOURLY	18.9152	19.6718	20.3603	21.0729	21.8106	22.5739	23.3640	24.1817	25.0281	25.9040	26.6812	27.4816	28.3060	29.1553	30.0299	30.9308	31.7040
BIWEEKLY	1,513.21	1,573.74	1,628.83	1,685.83	1,744.85	1,805.91	1,869.12	1,934.54	2,002.24	2,072.32	2,134.50	2,198.52	2,264.48	2,332.43	2,402.39	2,474.46	2,536.32
ANNUAL	39,344	40,917	42,349	43,832	45,366	46,954	48,597	50,298	52,058	53,880	55,497	57,162	58,877	60,643	62,462	64,336	65,944
W25 – DEPUTY SHERIFF SERGEANT																	
HOURLY	20.8068	21.6390	22.3963	23.1801	23.9914	24.8312	25.7003	26.5998	27.5307	28.4943	29.3492	30.2297	31.1365	32.0706	33.0327	34.0239	34.8743
BIWEEKLY	1,664.54	1,731.12	1,791.70	1,854.41	1,919.31	1,986.49	2,056.02	2,127.98	2,202.46	2,279.55	2,347.93	2,418.37	2,490.92	2,565.65	2,642.62	2,721.91	2,789.94
ANNUAL	43,278	45,009	46,584	48,215	49,902	51,649	53,457	55,328	57,264	59,268	61,046	62,878	64,764	66,707	68,708	70,770	72,539
W27 – DEPUTY SHERIFF LIEUTENANT																	
HOURLY	22.8875	23.8029	24.6360	25.4983	26.3908	27.3145	28.2704	29.2599	30.2841	31.3440	32.2842	33.2528	34.2504	35.2779	36.3363	37.4264	38.3621
BIWEEKLY	1,831.00	1,904.24	1,970.88	2,039.86	2,111.27	2,185.16	2,261.63	2,340.79	2,422.73	2,507.52	2,582.74	2,660.22	2,740.03	2,822.23	2,906.90	2,994.11	3,068.97
ANNUAL	47,606	49,510	51,243	53,036	54,893	56,814	58,802	60,861	62,991	65,196	67,151	69,166	71,241	73,378	75,579	77,847	79,793

The hourly rates are the July 14, 2002 rates multiplied by 101%. For administrative purposes, the hourly rates are the controlling rates. Biweekly rates are the hourly rates multiplied by 80 and rounded to the nearest cent. Annual rates are the hourly rates multiplied by 2080 and rounded to the nearest dollar.

12. WORKWEEK

The workweek is the seven (7) consecutive day period commencing at 12:01 a.m. Sunday, and ending the following Saturday midnight. The standard number of hours in a workweek for full-time employees shall be forty (40) hours.

13. WORK SCHEDULES

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

14. DESIGNATION OF MEAL PERIODS

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

15. CALL BACK PAY

An 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 Office of the Sheriff during his/her normal off-duty hours shall be paid for a minimum of three (3) hours at one and one-half (1.5) times his/her regular rate of pay. This provision shall not apply to administrative hearings or disciplinary procedures.

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

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

2. Employees who work on a holiday shall be paid at two (2) times their regular rate of pay for each hour worked (except overtime) but shall not receive another day off. Any overtime performed by an employee on a holiday shall be compensated in accordance with the regular overtime rate (i.e., no pyramiding). In the event that a holiday falls on the employee's regular day off, the employee shall receive another day off.

3. Whenever Christmas Day, New Year's Day or Independence Day falls on a weekend and is celebrated by the County on the preceding Friday or following Monday, employees who work either on the day the holiday falls or on the day it is celebrated shall be entitled to holiday pay. Employees who work both the day the holiday falls on and the day it is celebrated shall be entitled to holiday pay only as to the first such day worked.

B. Police Memorial Day

Notwithstanding paragraph A. Holiday Pay, above, employees covered by this Salary Schedule

who work on Police Memorial Day (i.e., May 15 of each year) will receive one and one-half (1.5) hours compensatory time for each hour worked (except overtime) in addition to their regular pay. Those employees who are not scheduled to work and perform no work on Police Memorial Day will receive another day off. Effective beginning in FY2001, employees covered by this Salary Schedule who work on Police Memorial Day (i.e., May 15 of each year) will be compensated pursuant to Section 16.A., above.

C. Holiday Observance

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

17. OVERTIME

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

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

18. 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.

19. COURT TIME COMPENSATION

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

20. SHIFT DIFFERENTIAL

A. Effective the first full pay period beginning on or after July 1, 2001, a shift differential of two dollars (\$2.00) per hour shall be paid for all time worked on the first (1st) shift (i.e., the night shift - 11 p.m. to 7 a.m. or equivalent) to each employee specifically assigned (on a permanent or rotating basis) to work the first (1st) shift.

B. Effective the first full pay period beginning on or after July 1, 2001, a shift differential of one dollar sixty-five cents (\$1.65) per hour shall be paid for all time worked on the third (3rd) shift (i.e., the evening shift - 3 p.m. to 11 p.m. or equivalent) to each employee specifically assigned (on a permanent or rotating basis) to work the third (3rd) shift.

C. No shift differential will be considered to be part of the employee's base rate, nor shall it be

applied to pay for non-productive hours such as holiday pay and annual and sick leave pay, nor shall it be used for the purpose of computing retirement deductions or for retirement or insurance benefits.

D. Any employee who works the second (2nd) shift (i.e., the day shift) shall not be entitled to a shift differential.

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

F. When the hours worked fall within the third (3rd) and first (1st) shifts, the employee shall be paid for all such hours at the shift differential rate which coincides with the majority of the hours worked, except that if exactly half the hours worked are in each of the third (3rd) and first (1st) shifts, the higher differential rate shall apply for the entire number of hours worked.

21. ACTING PAY

When an employee below the rank of Captain is directed to assume, and does in fact assume, the duties of a Sergeant (or higher rank) in an acting capacity for a period of fourteen (14) consecutive days or more (including scheduled days off and approved holiday), beginning with the 15th day, he/she shall be paid at a rate of pay which is equivalent to a two-step increase or the minimum necessary to place the employee at the entry level rate of the higher rank, whichever is greater, and shall continue to be paid at that rate until relieved of the position by the person for whom he/she is acting, or by a person of rank equal to that position, or by a superior authority. He/she shall resume receiving acting pay after being on annual, sick or administrative leave status, if he/she had been acting in such higher rank immediately prior to taking such approved leave.

22. STANDBY PAY

A. A deputy sheriff who is directed by management to standby during the deputy sheriff's off-duty hours during the period from 12:01 a.m. on Monday through 12:00 midnight on Friday and who does standby as directed shall receive one (1) hour of pay at the straight time rate for every sixteen (16) hours the deputy stands by, provided, however, a deputy who is called back to active duty while on standby shall receive no standby pay for up to a sixteen (16) hour period of time that the employee was on standby.

B. Effective the first full pay period beginning on or after July 1, 2000, a deputy sheriff who is directed by management to standby during the deputy sheriff's off-duty hours during the period from 12:01 a.m. on Monday through 12:00 midnight on Friday and who does standby as directed shall receive one (1) hour of pay at the straight-time rate for every eight (8) hours the deputy stands by, provided, however, a deputy who is called back to active duty while on standby shall receive no standby pay for up to a sixteen (16) hour period of time that the employee was on standby.

C. A deputy sheriff who is directed by management to standby during the deputy sheriff's off-duty hours during the period from 12:01 a.m. on Saturday through 12:00 midnight on Sunday

and who does standby as directed shall receive one (1) hour of pay at the straight-time rate for every eight (8) hours the deputy stands by, provided, however, a deputy who is called back to active duty while on standby shall receive no standby pay for up to a sixteen (16) hour period of time that the employee was on standby.

D. A deputy sheriff who is on extradition overnight for one or more nights will receive standby pay of four (4) hours of compensatory leave for the first (1st) night only.

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

23. CLOTHING ISSUE

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

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

24. CLOTHING ALLOWANCE

A. Deputy Sheriffs covered by this Salary Schedule shall receive a clothing allowance of one thousand one hundred dollars (\$1,100.00) each fiscal year for the procurement, care and upkeep of clothing and leather goods. Court security officers covered by this Salary Schedule shall receive a clothing allowance of three hundred fifty dollars (\$350.00) each fiscal year for the procurement, care and upkeep of clothing and leather goods. This clothing allowance is not considered part of the employee's base pay, and will be paid in one (1) installment in December of each fiscal year covered by this Salary Schedule.

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

25. TEC PAY

A. 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 six hundred dollars (\$600.00) per fiscal year.

B. Deputy sheriffs assigned to the Bureau of Court Services who maintain Commercial Drivers Licenses (CDL) shall receive a supplemental payment of three hundred dollars (\$300.00) per fiscal year.

C. Deputy sheriffs assigned to the Witness Protection Unit who maintain Commercial Drivers Licenses (CDL) shall receive a supplemental payment of three hundred dollars (\$300.00) per fiscal year.

D. Payments shall be made in December 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 (1) supplemental payment in accordance with this provision.

26. FIELD TRAINING OFFICER PAY

Effective the first full pay period beginning on or after July 1, 2001, employees covered by this Salary Schedule will receive a payment of fifty cents (\$.50) per hour for all hours in which they serve as a Field Training Officer, with this payment to be paid biweekly.

27. ANNUAL LEAVE

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

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

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

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

28. SICK AND ANNUAL LEAVE DISPOSITION UPON SEPARATION

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

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

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

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

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

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

c. Upon separation from employment for non-disciplinary reasons (including but not limited to retirement, disability and death), eligible employees will receive cash payment for unused sick leave accumulated as of the end of the 1996 leave year at two and one-half percent (2.5%) for each year of service (through the date of separation) at the employee's base hourly rate of pay as of the date of separation but not to exceed the highest rate of pay for a deputy sheriff lieutenant in January, 1997 -- that is, \$30.8677 per hour . However, if a Deputy Sheriff with less than twenty (20) years of actual service terminates employment as a result of death or disability, he/she shall receive a fifty percent (50%) cashout of unused accumulated sick leave as of the end of the 1996 leave year.

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

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

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

29. SICK LEAVE BANK

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

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

30. DISABILITY LEAVE

A. The Department will designate a member of management to make injury on the job determinations. Specifically, where an employee claims injury on the job and is unable to work, management will review the claim as soon as possible but not later than ten (10) working days after the claim was made. In cases where injury on the job is clearly indicated, the employee will be placed on disability leave immediately. Where the illness or injury subsequently is determined to be non-service connected or of such a nature as not to require the employee to remain off of work, the employee will be returned to work but not backcharged sick or annual leave for the period of time the employee was on disability leave. In cases where injury on the job is not clearly indicated, the process outlined in Administrative Procedure 284 (Administration of Employee Leave) will be followed.

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

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

31. PERSONAL LEAVE

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

B. There shall be no accumulation of personal leave days, and unused personal leave shall be

forfeited at the end of the leave year or upon termination of employment.

32. DISCRETIONARY LEAVE

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

33. FAMILY AND MEDICAL LEAVE

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

34. PRESIDENTIAL AND UNION BUSINESS LEAVE

A. Subject to the conditions set forth herein, the President of the DSA/F.O.P.112 and employees covered by this Salary Schedule may be granted, at the request of the DSA, administrative leave for official DSA/F.O.P.112 business for the purpose of attending workshops, conventions, conferences and seminars, and the DSA President, or his/her designee, will be granted administrative leave for the administration of the Agreement and for conducting DSA/F.O.P. 112 business. Where leave is requested for employees covered by this Salary Schedule to attend workshops, conventions, conferences and seminars, the President of the DSA must deliver to the Office of the Sheriff a written request for the leave at least ten (10) working days before the leave is to begin. The written notice must specify at a minimum the employees for whom the leave is requested, the duration of the leave, and a brief description of the nature of the event for which the leave is requested.

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

35. ADDITIONAL LEAVE PROVISION

A. When the County Executive closes the County offices for an entire day or any portion thereof, because of extreme inclement weather, other emergencies producing hazardous conditions, or for any other reason, essential employees covered by this Salary Schedule will

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

B. If the employee is directed by the Employer to work any number of hours over and above the employee's regularly scheduled work shift during the aforementioned (24) hour period, the employee shall not be entitled to any additional grant of compensatory leave by virtue of the full or partial closing. Rather, the appropriate premium rate, if any, shall apply to such hours.

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

36. LIFE INSURANCE

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

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

C. The accidental death insurance policy the County maintains for employees covered by this Salary Schedule shall be payable in the amount of fifty thousand dollars (\$50,000.00) to an employee's designated beneficiary should the employee be killed in the line of duty.

37. SUPPLEMENTAL LIFE INSURANCE BENEFIT

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

38. 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.

39. UNEMPLOYMENT INSURANCE

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

40. SOCIAL SECURITY

A. Effective January 1, 2001, the County and each employee paid in accordance with this Salary Schedule shall make contributions to the Social Security fund of 7.65% of the first \$80,400 and 1.45% of the remainder paid in wages per employee per calendar year. Employee contributions shall be made through payroll deductions.

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

41. HEALTH INSURANCE

A. The County shall contribute seventy-five percent (75%) to the cost of the County's point of service health insurance plan for any employee who elects to participate in that program. Participating employees shall contribute the remaining twenty five percent (25%).

B. For those employees who elect to enroll in a pre-paid health plan or Health Maintenance Organization (HMO), the County's contribution shall be equal to eighty percent (80%) of the cost of HMO coverage and the participating employees' contribution shall be twenty percent (20%).

C. Employees who provide proof of other medical coverage may choose to receive a credit instead of enrolling in a medical plan with the County.

D. The Employer shall contribute ninety percent (90%) to the County's prescription drug and vision care programs for any employee who elects to participate in either program. The participating employee shall contribute the remaining ten percent (10%). Employees who choose not to enroll in the Prescription Drug Plan may choose to receive a credit instead.

E. Effective July 1, 1994, the County shall contribute ninety percent (90%) to the County deductible prescription program for any retiree who elects to participate in the program. The participating retiree shall contribute the remaining ten percent (10%).

F. The County has agreed to extend this provision regarding contributions to the County's deductible prescription program to current retirees and to the election of benefits for current retirees during Fiscal Year 1996 open enrollment with the express understanding and agreement of the parties that the County has not waived any rights it has with regard to whether matters affecting retirees constitute mandatory subjects of bargaining.

G. 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 the plans.

H. Employees may choose to enroll in a Long-Term Disability Program offering fifty percent (50%) or sixty percent (60%) of annual salary up to normal social security retirement age. Employees will pay the full cost of whichever option is chosen.

I. Employees may contribute up to five thousand dollars (\$5,000.00) in a dependent flexible spending account and up to three thousand dollars (\$3,000.00) in a medical flexible spending account.

J. The County shall contribute 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 of one hundred thousand dollars (\$100,000.00). Employees may choose to increase their life insurance from one to four times their annual salary up to a total of seven hundred thousand dollars (\$700,000.00) including the base amount provided by the County. Employees will pay for the increased coverage at rates based on their age. Employees may choose to reduce their life insurance to one times their annual salary and receive a credit.

K. There will be a one-time opportunity during open enrollment for the 2001 plan year for retirees to elect benefit coverage's they do not now have. The County has agreed to extend this provision regarding the election of benefits for current retirees during open enrollment for the 2001 plan year with the express understanding and agreement of the parties that the County has not waived any rights it has with regard to whether matters affecting retirees constitute mandatory subjects of bargaining.

42. RETIREMENT CONTRIBUTIONS

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

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

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

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

43. SUPPLEMENTAL RETIREMENT CONTRIBUTIONS

A. Benefit Accrual and Amounts.

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

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

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

B. Vesting.

1. Minimum Continuous Service Requirements

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

2. Vested Benefit

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

C. Benefit Payment.

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

1. The date on which the employee reaches twenty-five (25) years of actual and continuous service;

2. The date the employee would have reached twenty-five (25) years of actual and continuous service had the employee not separated from service as a deputy sheriff for Prince George's County;

3. The date the employee reaches age fifty-five (55) and fifteen (15) years of service; or,

4. The date the employee reaches age sixty-two (62) and five (5) years of service.

D. Funding.

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

E. Definitions.

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

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

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

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

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

F. Pension Plan Modifications Effective July 1, 1989.

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

G. Hold Harmless for Supplemental Retirement and Leave Payout.

Fiscal Year 1996/Fiscal Year 1997 Merit. For any employee covered by this Salary Schedule who retires during the period from July 1, 2001 through June 30, 2003, "Average Annual Compensation" as that term is defined in Subsection E. (Definitions), above, will be calculated as if the employee had received all step increases the employee would otherwise have been eligible to receive during the period covering Fiscal Year 1996 and Fiscal Year 1997 but for

the deferral of such step increases in those years.

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

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

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

Effective January 1, 1999, the benefit accrual rate in Subsection H above shall be increased from eight tenths of one percent (0.8%) to one percent (1%) per year for up to twenty-five (25) years of service for an increase in normal benefit from twenty percent (20%) to twenty-five percent (25%). Additional benefit may be earned for years twenty-six (26) through thirty (30) at the increased benefit accrual rate of one percent (1%) per year for a total maximum benefit of thirty percent (30%).

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

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

K. Disability Benefits.

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

44. DEPUTY SHERIFF PENSION PLAN

A. Establishment of the Plan

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

B. Benefit Accrual and Amounts

1. Normal Benefit - Fifty Percent (50%) Retirement at Twenty (20) Years of Service

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

b. Effective January 1, 1999, Normal Benefit accrual is at the rate of two and two-tenths percent (2.2%) times the number of years of actual and continuous service the employee has completed as a full-time Prince George's County Deputy Sheriff, to a maximum of twenty-five (25) years of actual and continuous service, multiplied by the employee's average annual compensation, as determined pursuant to Section 44. G., below, for a normal retirement benefit of fifty-five percent (55%). Additional benefit accrual may be earned for years twenty-six (26) through thirty (30) years at the increased accrual rate of two and two-tenths percent (2.2%) per year. The maximum benefit payable is sixty-six percent (66%).

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

2. Disability Benefit

a. Job Related

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

2. Deputy sheriffs who are disabled (service connected) after twenty (20) years of service will remain eligible for a service connected disability retirement. Effective July 1, 2001, subject to approval by the Internal Revenue Service, deputy sheriffs who retire due to a service-connected disability after twenty-four (24) years of service, will receive their regular retirement benefit offset by the service connected disability retirement benefit, in addition to the nontaxable disability retirement benefit. For example, an officer with twenty-

seven (27) years of service is eligible for a normal retirement benefit of sixty-seven and one-half percent (67.5%) if disabled on the job, the officer would receive a sixty percent (60%) tax free disability retirement benefit and a seven and one-half percent (7.5%) taxable pension benefit.

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

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

b. Non-Job Related

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

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

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

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

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

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

4. Cost Of Living Increases

a. In January of each year, beginning in January, 1998, two-thirds (2/3) of the total investment returns (on a market value basis excluding any investment expenses incurred but including realized and unrealized capital gains and losses, as well as interest and dividends) in excess of the interest assumption for the previous plan year will be transferred to a "post-retirement increase fund."

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

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

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

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

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

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

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

C. Vesting

1. Minimum Continuous Service Requirements

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

2. Vested Benefit

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

D. Benefit Payment

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

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

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

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

E. Funding

The cost of funding the Plan will be shared by the employee and the County through regular contributions each pay period. Effective July 1, 2001, the employee contribution shall be 8.89% of salary. The County shall contribute such amounts as are actuarially determined to be required to provide for the benefits under the Plan.

F. Purchase of Service with Accrued Leave

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

G. Definitions

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

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

b. A deputy's years of service will be determined by the greater of County credited service, described in the two paragraphs immediately above, or the deputy's credited service under the State Retirement/Pension Plans, provided, however, that use of credited service under

the State Retirement/Pension Plans is contingent on the transfer of assets from previous employer(s) and employee contributions, if applicable, for each year counted.

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

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

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

H. Joint Study Committee

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

I. Fiscal Year 1996/Fiscal Year 1997 Merit.

For any employee covered by this Salary Schedule who retires during the period from July 1, 2001 through June 30, 2003, "Average Annual Compensation" as that term is defined in paragraph G (Definitions), above, will be calculated as if the employee had received all step increases the employee would otherwise have been eligible to receive during the period covering Fiscal Year 1996 and Fiscal Year 1997 but for the deferral of such step increases in those years.

45. IRS PICKUP PLAN

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

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

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

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

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

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

46. ADMINISTRATION OF EMPLOYEE LEAVE

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

47. 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.

48. PAY PLAN POLICY STATEMENT

It is the policy of the County that benefits afforded to employees in the Salary Plan are governed by the specific salary schedule to which an employee is currently assigned. If an employee is transferred, promoted, demoted, or in any other way moves from one salary schedule to another, any benefits unique to or expressly a function of the former salary schedule are not carried over.