

COUNTY COUNCIL OF PRINCE GEORGE'S COUNTY, MARYLAND
2023 Legislative Session

Bill No. CB-029-2023

Chapter No. 22

Proposed and Presented by The Chair (by request – County Executive)

Introduced by Council Members Harrison, Watson, Fisher, Franklin, Oriadha, Dernoga,
Ivey and Hawkins

Co-Sponsors _____

Date of Introduction March 28, 2023

BILL

1 AN ACT concerning

2 Collective Bargaining Agreement

3 Fraternal Order of Police 112,

4 Prince George’s County Sheriffs Lodge Inc.

5 For the purpose of amending the labor agreement by and between Prince George’s County,
6 Maryland and the Fraternal Order of Police 112, Prince George’s County Sheriffs Lodge Inc., to
7 provide for wages and certain other terms and conditions of employment for personnel
8 classifications certified by the Prince George’s County Public Employee Relations Board and as
9 amended by the Office of Human Resources Management from time to time.

10 BY repealing and reenacting with amendments:

11 SUBTITLE 16. PERSONNEL.

12 Section 16-233(f)(14),

13 The Prince George's County Code

14 (2019 Edition; 2022 Supplement).

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17 hereby repealed and reenacted with the following amendments:

18 **SUBTITLE 16. PERSONNEL.**

19 **DIVISION 19. COLLECTIVE BARGAINING.**

20 **Sec. 16-233. General.**

* * * * *

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

* * * * *

(14) Declaration of Approval – Fraternal Order of Police 112, Prince George’s County Sheriffs Lodge Inc.

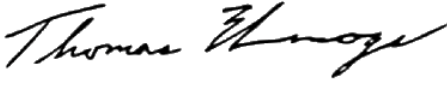
The County Council of Prince George's County, Maryland, having fully considered the labor agreement concluded between Prince George's County, Maryland and the Fraternal Order of Police 112, Prince George’s County Sheriffs Lodge Inc., on [October 12, 2021] October 18, 2022, hereby approves said agreement in accordance with the provisions of Section 13A-109 of the Prince George's County Code.

SECTION 2. BE IT FURTHER ENACTED that the provisions of this Act are hereby declared to be severable; and, in the event that any section, subsection, paragraph, subparagraph, sentence, clause, phrase, or word of this Act is declared invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the remaining words, phrases, clauses, sentences, subparagraphs, paragraphs, subsections, or sections of this Act, since the same would have been enacted without the incorporation in this Act of any such invalid or unconstitutional word, phrase, clause, sentence, paragraph, subparagraph, subsection, or section.


SECTION 3. BE IT FURTHER ENACTED that this Act shall take effect forty-five (45) calendar days after it becomes law and the Agreement, unless specifically state otherwise in a specific provision, shall be retroactively effective to July 1, 2022.

Adopted this 18th day of April, 2023.

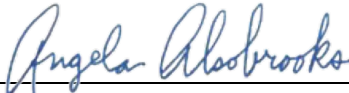
COUNTY COUNCIL OF PRINCE
GEORGE'S COUNTY, MARYLAND

BY: 
Thomas E. Dernoga
Chair

ATTEST:


Donna J. Brown
Clerk of the Council

APPROVED:

DATE: May 08, 2023 BY: 
Angela D. Alsobrooks
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
FRATERNAL ORDER OF POLICE 112
PRINCE GEORGE'S COUNTY SHERIFFS LODGE INC.
JULY 1, 2022 - JUNE 30, 2024

TABLE OF CONTENTS

PREAMBLE AND SCOPE..... 1

ARTICLE 1 – RECOGNITION 1

ARTICLE 2 -- ORGANIZATIONAL SECURITY 1

ARTICLE 3 -- MANAGEMENT RIGHTS..... 1

ARTICLE 4 -- BASE SALARY RATE 1

 Section 4.01 Wages 1

 Section 4.02 Wage Scale..... 2

ARTICLE 5 -- SPECIAL SALARY RATES..... 4

 Section 5.01 Call Back Pay 4

 Section 5.02.01 Holiday Observance 4

 Section 5.02.02 Holiday Pay 4

 Section 5.02.03 Special Pay Provision: Police Memorial Day..... 5

 Section 5.03.01 Overtime Eligibility 5

 Section 5.03.02 Computation of Overtime..... 5

 Section 5.03.03 Pyramiding 5

 Section 5.04 Shift Differential..... 5

 Section 5.05 Acting Pay 6

 Section 5.06 Court Time Compensation 6

 Section 5.07 Standby Pay 7

 Section 5.08 Field Training Officer Pay 7

 Section 5.09 Additional Leave Provision..... 7

ARTICLE 6 -- FRINGE BENEFITS 8

 Section 6.01 Clothing Issue..... 8

 Section 6.02 Clothing Allowance 8

 Section 6.03 Annual Leave..... 8

 Section 6.04 Sick and Annual Leave Disposition Upon Separation..... 9

 Section 6.05 Personal Leave 10

 Section 6.06.01 Family and Medical Leave..... 10

 Section 6.06.02 Bereavement Leave 11

 Section 6.07 Discretionary Leave..... 11

 Section 6.08 Disability Leave 11

 Section 6.09 Tec Pay..... 12

Section 6.10.01 Presidential and Union Business Leave 12

Section 6.11.01 Supplemental Life Insurance..... 13

Section 6.11.02 Accidental Death Insurance 13

Section 6.11.03 Life Insurance For Retirees..... 13

Section 6.12 Insurance Premiums 13

ARTICLE 7 -- SUPPLEMENTAL RETIREMENT BENEFIT..... 16

Section 7.01 Benefit Accrual and Amounts 16

Section 7.02 Vesting 16

Section 7.03 Benefit Payment 17

Section 7.04 Funding 17

Section 7.05 Definitions..... 17

Section 7.06 Pension Plan Modifications Effective July 1, 1989..... 18

Section 7.07 Hold Harmless For Supplemental Retirement and Leave Payout 18

Section 7.08 Supplemental Retirement Benefit Plan Modifications Effective July 1, 1992..... 18

Section 7.09 Supplemental Retirement Benefit Plan Modifications Effective January 1, 1999..... 18

Section 7.10 Supplemental Retirement Benefit Plan Modifications Effective July 1, 2001..... 18

Section 7.11 Disability Benefits 19

Section 7.12 Deputy Sheriff Pension Plan 19

Section 7.13 IRS Pickup Plan..... 26

Section 7.14 Pension Plan Modifications Effective July 1, 1997 27

Section 7.15 Military Service Credit 27

Section 7.16 Lateral Transfer..... 27

ARTICLE 8 – SAFETY & HEALTH..... 28

ARTICLE 9 -- COOPERATION..... 28

Section 9.01 Labor-Management Committee 28

Section 9.02 Promotional Joint Study Committee..... 29

Section 9.03 Employee Roster 29

Section 9.04 FOP Pin..... 29

Section 9.05 Proposed Changes Provision..... 29

Section 9.06 Joint Labor Management Committee on Performance Appraisals..... 29

ARTICLE 10 -- PERSONAL CAR PROGRAM..... 29

ARTICLE 11 -- TRAINING 30

ARTICLE 12 -- EQUIPMENT 30

ARTICLE 13 -- TRANSFERS 30

ARTICLE 14 -- STAFFING..... 30

ARTICLE 15 – PROMOTIONS 30

 Section 15.01 Promotion Procedures..... 30

 Section 15.02 Written Examination Appeal Process 31

 Section 15.03 Promotional Skills Assessment Process 31

 Section 15.04 Work Group 32

ARTICLE 16 -- GRIEVANCE PROCEDURE 32

ARTICLE 17 -- BARGAINING UNIT WORK 33

ARTICLE 18 -- SECONDARY EMPLOYMENT 33

ARTICLE 19 -- PUBLICATION OF AGREEMENT 34

ARTICLE 20 -- CONSIDERATION FOR POLICE OFFICER VACANCIES 34

ARTICLE 21 -- SAVINGS CLAUSE 34

ARTICLE 22 – DURATION 34

ATTACHMENT A -- UNIFORM WAGE SCALE..... 36

SCHEDULE W – WAGE SCALE..... 44

PREAMBLE AND SCOPE

This Agreement is entered into by and among Prince George's County, Maryland (hereinafter referred to as the "County"), the Office of the Sheriff, Prince George's County (hereinafter referred to as the "Sheriff" or Office of the Sheriff and the Fraternal Order of Police 112, Prince George's County Sheriffs Lodge Inc. (hereinafter referred to as "FOP 112") and has as its purposes to set forth the agreement of the parties on compensation and working conditions of employees in the bargaining unit and to promote harmonious relations among the County, the Sheriff and FOP 112.

ARTICLE 1 – RECOGNITION

A. For purposes of subjects within the scope of this Agreement, the County recognizes FOP 112 as the sole and exclusive bargaining agent of full-time Deputy Sheriffs through the rank of Lieutenant as described in Attachment B 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.

B. The provisions of this Agreement shall apply to all unit members unless otherwise specified.

ARTICLE 2 -- ORGANIZATIONAL SECURITY

All employees covered by this Agreement who are members of FOP 112 or who elected to become a member of FOP 112 shall remain members of FOP 112 for the duration of this Agreement. Notwithstanding any provision of this Agreement to the contrary any employee covered by this Agreement who was employed on or before July 1, 1997, and who has never elected to become a member of FOP 112 shall not be subject to the dues deduction provision of this Article.

ARTICLE 3 -- MANAGEMENT RIGHTS

Except as specifically modified or restricted in this Agreement, the Sheriff reserves the right to determine the standards of service offered the public; to maintain the efficiency of the Office of the Sheriff, to determine the methods, means and personnel by which Office of the Sheriff operations are to be conducted; to direct the work of its employees; to hire, promote, demote, transfer, assign and retain employees in positions; to suspend or discharge employees for just cause, relieve employees from duty because of lack of work; to take any action necessary to carry out the mission of the Office of the Sheriff.

ARTICLE 4 -- BASE SALARY RATE

Section 4.01 Wages

A. Cost of Living Adjustment

FY2023 - Effective March 26, 2023, employees shall receive a 5.0% cost of living adjustment (COLA).

FY2024 - Effective March 24, 2024, employees shall receive a 2.5% cost of living adjustment (COLA).

B. Merit Increases

FY2023 – Employees covered by this Agreement who are otherwise eligible to receive a merit increase from July 1, 2022 through June 30, 2023 will receive a regular merit increase on their initial hire/rehire anniversary date in Fiscal Year 2023.

FY2024 – Employees covered by this Agreement who are otherwise eligible to receive a merit increase from July 1, 2023 through June 30, 2024 will receive a regular merit increase on their initial hire/rehire anniversary date in Fiscal Year 2024.

C. COVID-19 Hazard Pay

If Prince George’s County receives additional federal funding in connection with the COVID-19 pandemic, the parties agree to reopen negotiations concerning potential COVID-19 Hazard Pay. In addition, if the County agrees to pay COVID-19 Hazard Pay to any of its bargaining units in connection with negotiations for FY2023 or FY2024 collective-bargaining agreements, the County agrees to pay COVID-19 Hazard Pay for the same duration to employees covered by this Agreement. Any agreement related to Hazard Pay shall be set forth in a side letter to the main CBA.

Section 4.02 Wage Scale

A. The Uniform Wage Scale is described in Attachment A, attached hereto.

B. Modifications to the Uniform Wage Scale - 2017-2019

Effective January 1, 2017, 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 scales for both Deputy Sheriff Private (W21) and Deputy Sheriff First Class (W22) contain fifteen (15) pay rates (steps) ranging from Step A through Step O. For the ranks of Deputy Sheriff Corporal (W24), Deputy Sheriff Sergeant (W25) and Deputy Sheriff Lieutenant (W27), there are two additional steps, establishing a seventeen (17) step pay scale ranging from Step A through Step Q.
2. Effective January 1, 2017, the entry level salary for Deputy Sheriff Private shall increase to \$47,923 annually, and all other steps at all wage scales shall be adjusted as shown in Attachment A.

Effective the first full pay period in January 2019, the Uniform Wage Scale is modified as follows:

1. For ranks of Corporal, Sergeant, and Lieutenant, Steps A through V shall be for 2 to 23 years of service, and Step W shall be for 24 or more years of service.
2. Step B shall be established at 4% above Step A.
3. Steps C through M shall be established at 3.5% above the prior step.
4. Steps N through P shall be established at 1.75% above the prior step.
5. Steps Q through W shall be established at 1% above the prior step.

C. Modifications to the Uniform Wage Scale - 2021

Effective for the pay period beginning October 10, 2021, all covered employees will be placed on the modified uniform wage scale pursuant to their years of service (and of years of service with other agencies, as provided for by the County in any pre-hire agreement with the employee) as of the first day of that pay period. Thereafter, employees with anniversary dates from October 11, 2021 through June 30, 2022, provided that he/she received at least a satisfactory performance evaluation for the preceding year, will receive a merit increase on their respective anniversary dates during Fiscal Year 2022.

Effective the pay period beginning October 10, 2021, the uniform wage scale is modified as stated in the attached wage scale—Attachment A. In summary, the entry level salary for Deputy Sheriff Private (W21) shall increase to \$53,761, with the other steps on the scale adjusted accordingly. The top step for each rank (step O for Deputy Sheriff Private and Deputy Sheriff First Class, and step W for all other ranks) will also increase by 3.5% as reflected in Attachment A.

D. Modifications to the Uniform Wage Scale - Fiscal Year 2023

1. Effective January 1, 2023, the wage scale will be adjusted as follows:
 - a. There shall be a 3.5% adjustment when moving from Step B to Step C for Private (W21);
 - b. There shall be a 3.5% adjustment when moving from Step M to Step N for Sheriff First Class (W22), Corporal (W24), Sergeant (W25), and Lieutenant (W27);
 - c. There shall be a 3.5% adjustment when moving from Step N to Step O for Sheriff First Class (W22), Corporal (W24), Sergeant (W25), and Lieutenant (W27);
 - d. There shall be a 3.5% adjustment when moving from Step O to Step P for Sheriff First Class (W22), Corporal (24), Sergeant (W25), and Lieutenant (W27).
 - e. All other steps adjustments remain unchanged.
2. Effective January 1, 2023, Steps A, B, C and D for Deputy Sheriff Private (W21) and Steps A and B for Deputy Sheriff Private First Class (W22) shall be increased to \$57,860.
 - a. All other steps for ranks W21; W22; W24, and W25 shall remain unchanged;

- b. Having already received the 5% and 2.5 % COLAs, officers at Steps A and B for Deputy Sheriff Private (W2 1) shall not receive a COLA adjustment on either March 26, 2023 or March 24, 2024. Steps C and D for Deputy Sheriff Private and Steps A and B for Private First Class shall receive such increases necessary to make those steps equal to the wage scale as of 12/31/2022 plus 5% as of March 26, 2023 and an additional 2.5% as of March 24, 2024.

ARTICLE 5 -- SPECIAL SALARY RATES

Section 5.01 Call Back Pay

- A. If the Sheriff or his/her designee requires an employee to return to work to perform duties on behalf of the Prince George's County Office of the Sheriff during the employees normal off- duty hours, the County must pay the employee for a minimum of three (3) hours at one and one- half (1.5) times his/her regular rate of pay. However, an employee who is called back to active duty under this provision shall only be entitled to receive compensation for one (1) three (3) hour call back during any eight (8) hour period. An employee called back more than once during an eight (8) hour period would receive compensation for the actual hours worked at one and one- half (1.5) times the employees hourly base rate of pay.
- B. If an employee is called at home by the Sheriff or his/her designee and required to work at home on behalf of the Department during his/her normal off-duty hours, he/she will be compensated for the work performed at the overtime rate based on half hour increments (0-30 minutes = one half hour, 31-60 minutes = one hour).
- C. This provision shall not apply to administrative hearings or disciplinary procedures.

Section 5.02.01 Holiday Observance

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

Section 5.02.02 Holiday Pay

- A. Eligible employees shall receive straight-time pay for each of the designated holidays on which they perform no work.
- B. Employees eligible for holiday pay 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.
- C. 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.

Section 5.02.03 Special Pay Provision: Police Memorial Day

Those employees who are not scheduled to work and perform no work on Police Memorial Day will receive eight (8) or ten (10) hours of compensatory leave based on their regularly scheduled shift during that pay period. Effective beginning in Fiscal Year 2001, employees covered by this Agreement who work on Police Memorial Day (i.e., May 15 of each year) will be compensated pursuant to Section 5.02.02 above.

Section 5.03.01 Overtime Eligibility

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

Section 5.03.02 Computation of Overtime

When an employee works more than eighty (80) hours in a pay period pursuant to the direction of his/her supervisor, said employee shall receive overtime pay at one and one-half (1.5) times his/her hourly base rate for all hours worked in excess of eighty (80) hours in said pay period.

For purposes of this section, hours worked shall include any paid leave hours during a 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.

Section 5.03.03 Pyramiding

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

Section 5.04 Shift Differential

- A. Effective July 1, 2022, a shift differential of three dollars and sixty cents (\$3.60) 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.

Effective July 1, 2023, a shift differential of three dollars and eighty cents (\$3.80) 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 July 1, 2022, a shift differential of two dollars and thirty cents (\$2.30) 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.

Effective July 1, 2023, a shift differential of two dollars and forty-five cents (\$2.45) per hour shall be paid for all time worked on the third (3rd) shift (i.e., the evening shift - 3 p.m. to 11 p.m. or equivalent) to each employee specifically assigned (on a permanent or rotating basis) to work the third (3rd) shift.

- C. No shift differential will be considered to be part of the employee's base rate, nor shall it be applied to pay for non-productive hours such as holiday pay and annual and sick leave pay, nor shall it be used for the purpose of computing retirement deductions or for retirement or insurance benefits.
- D. Any employee who works the second (2nd) shift (i.e., the day shift – 7 a.m. to 3 p.m. or equivalent) shall not be entitled to a shift differential.
- E. 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.

Section 5.05 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 ten (10) consecutive days or more (including scheduled days off and approved holidays), beginning with the eleventh (11th) day, he/she shall be paid at a rate of pay which is equivalent to a two-step increase or the minimum necessary to place the employee at the entry level rate of the higher rank, whichever is greater, and shall continue to be paid at that rate until relieved of the position by the person for whom he/she is acting, or by a person of rank equal to that position, or by a superior authority.

He/She shall resume receiving acting pay after being on annual, sick, or administrative leave status, if he/she had been acting in such higher rank immediately prior to taking such approved leave. If an employee is in an acting capacity and is required to work overtime, he or she shall be paid overtime at the acting rate of pay. Effective July 1, 2005, for the ranks of Sergeant and below, an employee in an acting capacity as described above will be paid at ten percent (10%) above their current salary or the minimum necessary to place the employee at the entry level immediately above his/her rank, whichever is greater.

Section 5.06 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 subpoenaed to appear in Court and does personally

appear and checks in pursuant to applicable Court procedure(s) on the employee's day off, the employee will be paid a minimum of three (3) hours pay at the overtime rate.

Section 5.07 Standby Pay

Effective July 1, 2018, a Deputy Sheriff who is directed by Management to standby during off-duty hours and who does standby as directed, shall receive twelve and one-half percent (12.5%) of the Deputy Sheriff's base hourly straight-time rate for all hours on standby, provided, however, that a Deputy Sheriff 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.

NOTE: Paragraphs B through E have been ARCHIVED

Section 5.08 Field Training Officer Pay

Effective July 1, 2022, employees covered by this Agreement will receive a payment of five dollars and fifty cents (\$5.50) per hour for all hours in which they serve as a Field Training Officer (FTO), with this payment to be paid biweekly. Effective July 1, 2023, the payment shall increase to six dollars (\$6.00) per hour. In-house training will be made available for FTO's so that they will be certified trainers.

Section 5.09 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 Agreement will report to their established work sites and will be paid straight-time wages for hours worked on their regular work shifts. In addition, such employees who work their full regularly scheduled shift during the twenty-four (24) hour period beginning at 6:00 a.m. of the day of the full or partial closing shall be entitled to receive one (1) hour of compensatory leave for each shift hour worked during the period of closure (not to exceed twelve (12) hours per employee per twenty-four (24) hour period).
- B. If the employee is directed by the employer to work any number of hours over and above the employee's regularly scheduled work shift during the aforementioned twenty-four (24) hour period, the employee shall not be entitled to any additional grant of compensatory leave by virtue of the full or partial closing. Rather, the appropriate premium rate, if any, shall apply to such hours.
- C. Compensatory leave earned pursuant to this subsection shall be used in accordance with all applicable rules and regulations.
- D. With the prior approval of the Sheriff or his/her designee, a Deputy Sheriff who is on extradition overnight for one (1) or more nights shall receive extradition compensation of four (4) hours of compensatory leave for each overnight.

ARTICLE 6 -- FRINGE BENEFITS**Section 6.01 Clothing Issue**

- A. New employees shall receive an original uniform issue of appropriate clothing and leather goods, including a dress blouse (Class A) and knit cap. 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.

Section 6.02 Clothing Allowance

- A. Effective the first full pay period in July 2022, Deputy Sheriffs covered by this Agreement shall receive a clothing allowance of one thousand six hundred dollars (\$1,600.00) for the procurement, care and upkeep of clothing and leather goods. Effective the first full pay period of July 2023, the clothing allowance shall increase to one thousand seven hundred dollars (\$1,700.00). This clothing allowance is not considered part of the employee's base pay, and will be paid in one (1) installment in July of each fiscal year covered by this Agreement.
- B. If an employee arrives or leaves during the fiscal year, his/her allowance shall be prorated.

Section 6.03 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 Agreement must use compensatory time they have accumulated prior to using annual leave.

Section 6.04 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 hours (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, but subject to the terms set forth in Section 7.12.B.1.f. of this Agreement. However, effective July 1, 2005, for employees hired after January 4, 1995, the purchase of additional retirement benefits will be capped at the maximum benefit allowed in the plan.
 - b. Upon separation from employment, employees who have elected to remain with the Maryland State Retirement Systems (MSRS) and the County Supplemental may elect to receive a cash payment for the remainder of their annual leave hours that were accumulated as of the end of the 1996 leave year OR up to three hundred sixty (360) hours of accumulated annual leave, whichever is greater. Any remaining amount would be converted to sick leave and could be applied to purchase MSRS pension credit at the applicable rate.
 - c. Upon separation from employment for non-disciplinary reasons (including but not limited to retirement, disability and death), eligible employees will receive cash payment for unused sick leave accumulated as of the end of the 1996 leave year at two and one-half percent (2.5%) for each year of service (through the date of separation) at the employee's base hourly rate of pay as of the date of separation

but not to exceed the highest rate of pay for a Deputy Sheriff Lieutenant in July, 2001 -- that is, \$37.6062 per hour. However, if a Deputy Sheriff with less than twenty (20) years of actual service terminates employment as a result of death or disability, he/she shall receive a fifty percent (50%) cash out of unused accumulated sick leave as of the end of the 1996 leave year.

- d. For individuals who chose to participate in the new comprehensive pension system, sick leave earned beginning with the 1997 leave year (i.e., new sick leave) is not subject to cash payment upon separation, but is available to purchase retirement credit under the comprehensive pension system even if the result is a benefit exceeding the maximum benefit allowed under the plan, but subject to the terms set forth in Section 7.12.B.1.f. of this Agreement. However, Deputy Sheriffs whose employment terminates because of death are eligible for cash payment for all sick leave earned, including sick leave earned beginning with the 1997 leave year, at the rates set forth in paragraph c., immediately above. However, effective July 1, 2007, for employees hired after January 4, 1995, the purchase of additional retirement benefits will be capped at the maximum benefit allowed in the plan.
- e. For individuals who chose to remain in the MSRS plan and the County Supplemental, sick leave earned beginning with the first pay period in the 1997 leave year is not subject to cash payment but may be used to purchase MSRS pension credit at the applicable rate. However, Deputy Sheriffs whose employment terminates because of death are eligible for cash payment for all sick leave earned, including sick leave earned beginning with the 1997 leave year, at the rates set forth in paragraph c., above.
- f. Notwithstanding any provision in this Section to the contrary, an employee who is involuntarily separated from employment with the County for disciplinary reasons is not entitled to any payment for unused sick leave.

Section 6.05 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.

Section 6.06.01 Family and Medical Leave

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

Section 6.06.02 Bereavement Leave

- A. In the event of the death of an employee's spouse, child, or parent, the employee may take up to four (4) working days leave for bereavement. The first three (3) days will be administrative leave days and the other day will be charged to employee's accumulated sick leave, annual leave or leave without pay.
- B. In the event of the death of an employee's stepchild, grandparent, grandchild, brother, sister, brother- or sister-in-law, mother- or father-in-law, or son- or daughter-in-law, or any member of the employee's household, the employee may take up to four (4) working days leave for bereavement. The first leave day will be an administrative leave day, and the other day or days will be charged to the employee's accumulated sick leave, annual leave or leave without pay.

Section 6.07 Discretionary Leave

Beginning with the 2016 wage reporting year, employees covered by this Agreement with two (2) or more years of service with the Office of the Sheriff shall be eligible for one (1) day of discretionary leave per wage reporting year plus an additional one (1) day of discretionary leave (for a total of two (2) days) after five (5) years of service plus an additional twelve (12) hours of discretionary leave after ten (10) years of service (for a total of three and a half (3.5) days).

Discretionary leave may be taken in increments of four (4) hours, must be requested and approved in advance, and unused discretionary leave cannot be carried over from one year to the next. A day shall be considered eight (8) hours in the calculation of discretionary leave.

Section 6.08 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 back charged 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. The parties agree to interpret Personnel Procedure 284 Section 9.b(6) to include sworn active duty Deputy Sheriff's within the scope of employees injured on the job while commuting to and from work in a County vehicle.

Section 6.09 Tec Pay

- A. Effective the first full pay period in July 2022, Deputy Sheriffs who are regularly and permanently assigned as members and alternates of the SST (not to exceed a total of thirty (30)) shall receive a supplemental payment of one thousand two hundred dollars (\$1,200.00); motor unit (not to exceed a total of ten (10)) shall receive a supplemental payment of nine hundred dollars (\$900.00); crisis negotiators (not to exceed a total of 16), CDU (not to exceed a total of thirty (30)) shall receive a supplemental payment of seven hundred dollars (\$700.00); and canine handlers (not to exceed a total nine (9)) shall receive a supplemental payment of one thousand four hundred dollars (\$1,400.00) per fiscal year. Deputy Sheriffs who are certified range instructors, and who utilize that certification in the performance of their duties, shall receive a supplemental payment in the amount of five hundred dollars (\$500.00) per fiscal year.
- B. Deputy Sheriffs who hold a Commercial Driver's License (CDL) and utilize it in the performance of their duties, shall receive a supplemental payment of six hundred dollars (\$600.00) per fiscal year.
- C. Effective the first full pay period in July 2022, Deputy Sheriffs assigned to the Witness Protection Unit (not to exceed 18) shall receive a supplemental payment of nine hundred dollars (\$900.00) per fiscal year. Deputy Sheriffs assigned to the Ceremonial Unit (not to exceed 8), who have completed one (1) year of service within such Unit, shall receive a supplemental payment of seven hundred dollars (\$700.00) per fiscal year. Deputy Sheriffs who pass a conversational proficiency test and provide verifying certification as an interpreter, shall receive a supplemental payment of one thousand dollars (\$1,000.00) per fiscal year. The conversational proficiency test will be given at least on an annual basis and notification of the test date announced at the beginning of each Fiscal Year. Deputy Sheriffs who are certified in sign language, and selected by the Sheriff, will also receive a lump sum payment of seven hundred dollars (\$700.00) per fiscal year.
- D. TEC Pay will not be paid to Deputy Sheriffs who are incapacitated and unable to perform the specialized service, or circumstances prevent them from performing the specialized services for a period of ten (10) or more working days. TEC pay will be reinstated when a Deputy Sheriff is able to return to work or circumstances are resolved and the Deputy Sheriff is able to perform the services.
- E. All TEC pays will be prorated for the fiscal year and paid with the employee's bi-weekly paycheck.

Section 6.10.01 Presidential and Union Business Leave

- A. The President of FOP 112, or in his/her absence their designee, shall be granted full-time release for the purpose of performing his/her full-time duties as President of FOP 112 for the administration of this Agreement and for conducting FOP 112 business. Subject to the conditions set forth herein, employees covered by this Agreement may be granted at the

request of FOP 112 union business leave for official FOP 112 business for the purpose of attending workshops, conventions, conferences and seminars. Where leave is requested for employees covered by this Agreement to attend workshops, conventions, conferences and seminars, the President of FOP 112 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 union business leave per fiscal year covered by this Agreement for attendance at workshops, conventions, conferences and seminars. No union business 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 union business leave at the close of the fiscal year may not be carried forward for use during the next fiscal year. All requests for union business leave pursuant to this provision are subject to the approval of the Sheriff or the Sheriff's designee. The parties agree that FOP 112 will not request union business leave under this Section for business or activities that are detrimental to the Department.

Section 6.11.01 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 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.

Section 6.11.02 Accidental Death Insurance

The accidental death insurance policy the County maintains for employees covered by this Agreement shall be payable in the amount of fifty thousand dollars (\$50,000) to an employee's designated beneficiary for death or personal loss caused by an accident on or off the job.

Section 6.11.03 Life Insurance For Retirees

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

Section 6.12 Insurance Premiums

- A. During Calendar Year 2017, the County shall contribute seventy-three percent (73%) to the

cost of the County's preferred provider option insurance plan for any employee or retiree who elects to participate in the program. Participating employees and retirees shall contribute the remaining twenty-seven percent (27%). Effective January 2018 the County shall contribute seventy percent (70%) to the cost of the County's preferred provider option insurance plan for any employee who elects to participate in the program. Participating employees and retirees shall contribute the remaining thirty percent (30%).

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

- B. In Calendar Years 2017 and 2018, the County shall contribute seventy-three percent (73%) to the cost of the County's preferred provider option health insurance plan for any retiree who elects to participate in the program. Participating retirees, defined as any deputy sheriff who has retired or will retire on or before December 31, 2017, shall have their contribution rate capped at twenty-seven percent (27%). Bargaining unit members who retire on or after January 1, 2018 will not benefit from this cap, and shall be governed by Paragraph A above.
- C. During Calendar Year 2017, the County shall contribute seventy-eight percent (78%) to the cost of a prepaid group health plan or Health Maintenance Organization (HMO) for any employee or retiree who elects to participate in the program. Participating employees shall contribute the remaining twenty-two (22%). Effective January 1, 2018, the County shall contribute seventy-five percent (75%) to the cost of a prepaid group health plan or Health Maintenance Organization (HMO) for any employee or retiree who elects to participate in the program. Participating employees shall contribute the remaining twenty-five percent (25%).
- D. In Calendar Years 2017 and 2018, the County shall contribute seventy-eight percent (78%) to the cost of a prepaid group health plan or Health Maintenance Organization (HMO) for any retiree who elects to participate in the program. Participating retirees, defined as any deputy sheriff who has retired or will retire on or before December 31, 2017, shall have their contribution rate capped at twenty-two percent (22%). Bargaining unit members who retire on or after January 1, 2018 will not benefit from this cap, and shall be governed by Paragraph C. above.
- E. Employees who provide proof of other medical coverage may choose to receive a credit instead of enrolling in a medical plan with the County. This benefit option is not available to retirees.
- F. During Calendar Year 2017 the County shall contribute eighty-eight percent (88%) to the

County's deductible prescription drug and vision care programs for any employee who elects to participate in either program. The participating employee shall contribute the remaining twelve percent (12%). Effective January 2018, County shall contribute eighty-five percent (85%) to the County's deductible prescription drug and vision care programs for any employee who elects to participate in either program. The participating employee shall contribute the remaining fifteen percent (15%). Employees who choose not to enroll in the Prescription Drug Plan may choose to receive a credit instead.

- G. In Calendar Years 2017 and 2018, the County shall contribute eighty-eight percent (88%) to the County's deductible prescription drug and vision care programs for any retiree who elects to participate in either program. Participating retirees, defined as any deputy sheriff who has retired or will retire on or before December 31, 2017, shall have their contribution rate capped at twelve percent (12%). Bargaining unit members who retire on or after January 1, 2018 will not benefit from this cap, and shall be governed by Paragraph F above.
- H. The County has agreed to extend certain provisions of this article to current retirees 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 current retirees constitute mandatory subjects of bargaining.

The County will not make a contribution towards the premium for the vision care program, the retiree will pay a hundred percent (100%) of the premium for this program. The prescription drug plan credit is not available to retirees. However, the parties expressly understand and agree that the County has not waived any rights it has with regard to whether matters affecting retirees constitute mandatory subjects of bargaining.

- I. An employee or retiree can elect to enroll in the Preferred Provider Organization (PPO) or Dental Maintenance Organization (DMO) dental plans. The employee or retiree pays one hundred percent (100%) of the cost of these plans, if they elect to enroll in either of the plans.
- J. Employees may choose to enroll in a Long-Term Disability (LTD) Program offering fifty percent (50%) or sixty percent (60%) up to the specified plan maximum of their annual salary up to the normal social security retirement age. Employees will pay one hundred percent (100%) of the cost of whichever option is chosen. This benefit plan option is not available to retirees.
- K. Employees may contribute up to five thousand dollars (\$5,000.00) in a dependent flexible spending account and up to two thousand five-hundred fifty dollars (\$2,550.00) in a medical flexible spending account. This benefit plan option is not available to retirees.
- L. The County shall contribute one hundred percent (100%) of the monthly premium for County basic life insurance (BLI) for each employee in the amount of two (2) times the employee's annual salary up to a maximum of one hundred thousand dollars (\$100,000.00). Employees may purchase extra life insurance (XLI) in multiples of one (1) to four (4) times their annual salary up to a total of seven hundred thousand dollars (\$700,000.00), which

includes the basic life insurance amount provided by the County. Employees will pay for the XLI coverage at rates based on their age and salary. Employees may choose to reduce their BLI to one (1) times their annual salary and receive a credit. Refer to Section 6.11.03 that outlines the life insurance coverage the County provides to retirees.

- M. The County agrees to meet and consult with FOP 112 for a reasonable period of time, but no later than 60 days prior to any change, before implementing changes in health benefits (including medical, prescription drug, dental and vision care programs) provided to employees covered by this Agreement. The parties shall establish a six-member committee (3 from each party) for purposes of these discussions. As a required part of these meetings and consultations, the County agrees to invite representatives of FOP 112 to meet with the health care consultants and contractors used by the County in selecting and contracting for these benefits. The County further agrees to respond as promptly as practicable to reasonable requests for relevant information that may be requested by FOP 112.
- N. The County has not waived any rights it has with regard to whether matters affecting retirees constitute mandatory subjects of bargaining.

ARTICLE 7 -- SUPPLEMENTAL RETIREMENT BENEFIT

Section 7.01 Benefit Accrual and Amounts

- A. 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 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 Section 5.05.
 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 7.05.

Section 7.02 Vesting

- A. Minimum Continuous Service Requirements. No employee covered by this Agreement shall be entitled to any benefit described in this Article 5 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 7.01.

Section 7.03 Benefit Payment

- A. The benefit accrued by an employee under either Section 7.01 or Section 7.02, above, shall not be payable until retirement at the earliest of the following:
- B.
 - 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.

Section 7.04 Funding

The cost of funding the supplemental retirement benefit described in this Article 7 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.

Section 7.05 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 7.06 Pension Plan Modifications Effective July 1, 1989

Effective July 1, 1989, the benefit accrual rate in subparagraph 7.01(1), above, shall be increased to six tenths of one percent (0.6%) and the maximum benefit payable under subparagraph 7.01(2), above, shall be increased to fifteen percent (15%).

Section 7.07 Hold Harmless For Supplemental Retirement and Leave Payout

Fiscal Year 1996/Fiscal Year 1997 Merit. For any employee covered by this Agreement who retires during the period from July 1, 2007 through June 30, 2009, "Average Annual Compensation" as that term is defined in Section 7.05. (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.

Fiscal Years 2010, 2011, 2012 2013, 2016, 2017 and 2018 Merits. For any employee covered by this Agreement who retires during the term of this Agreement, "Average Annual Compensation" as that term is defined in Section 7.05 (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 Years 2010, 2011, 2012 2013, 2016, 2017 and 2018.

Section 7.08 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%).

Section 7.09 Supplemental Retirement Benefit Plan Modifications Effective January 1, 1999

Effective January 1, 1999, the benefit accrual rate in Section 7.08 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%).

Section 7.10 Supplemental Retirement Benefit Plan Modifications Effective July 1, 2001

Effective July 1, 2001, the benefit accrual rate in Section 5.09 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 retirement 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%).

Section 7.11 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.

Section 7.12 Deputy Sheriff Pension Plan

A. Establishment of the Plan

1. Employees covered by this Agreement 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 Sections 7.01 through 7.10, 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

- 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 7.12.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 7.12.G., below, for a normal retirement benefit of fifty-five percent (55%). 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-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 7.12.G., below, for a normal retirement benefit of fifty percent (50%). Additional benefit accrual may be earned after twenty years through thirty (30) at the increased accrual rate of two and five-tenths percent (2.5%) per year. The maximum benefit payable is seventy-five percent (75%).
- d. Effective July 1, 2003, normal benefit accrual is at the rate of three percent (3%) times the number of years of actual and continuous service the employee has completed as a full-time Prince George's County Deputy Sheriff, to a maximum of twenty (20) years of actual and continuous service, multiplied by the employee's average annual compensation, as determined pursuant to Section 7.12.G., below, for a normal retirement benefit of sixty percent (60%). Additional benefit accrual may be earned after twenty (20) years through thirty (30) at the increased accrual rate of two and five-tenths percent (2.5%) per year. The maximum benefit payable is eighty-five percent (85%).
- e. For all employees hired after July 1, 2013, the normal benefit accrual shall be at the rate of three percent (3%) times the number of years of actual and continuous service the employee has completed as a full-time Prince George's County Deputy Sheriff for the first twenty (20) years of actual and continuous service, and at the rate of (2.5%) per year for additional years of service up to twenty-five years of service, multiplied by the employee's average annual compensation, as determined pursuant to Section 7.12.G below, for a normal retirement benefit of 72.5% after twenty-five years of service. Additional benefit accrual may be earned after twenty-five (25) years through thirty (30) years at the rate of two and five-tenths percent (2.5%) per year.
- f. Upon enactment of the legislation implementing this Agreement, the maximum benefit payable is eighty-five percent (85%) of the employee's average annual compensation. However, in the case of an employee hired prior to January 4, 1995 and who has reached thirty (30) years of actual and continuous service as of December 31, 2013 (or such earlier date should the employee retire prior to December 31, 2013), such employee will not be subject to the 85% maximum benefit but rather will be frozen at the benefit rate that the employee would have been entitled utilizing applicable leave balances had the employee retired on December 31, 2013 (or such earlier date should the employee retire prior to December 31, 2013).

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 7.12.G. below, during the employee's first year of disability retirement. Thereafter, effective July 1, 2001, the job related disability benefit is reduced to sixty percent (60%) of the employee's annual average compensation.
2. Deputy Sheriffs who are disabled (service connected) after twenty (20) years of service will remain eligible for a service connected disability retirement. Effective July 1, 2001, subject to approval by the Internal Revenue Service, Deputy Sheriffs who retire due to a service-connected disability after twenty-four (24) years of service, will receive their regular retirement benefit offset by the service connected disability retirement benefit, in addition to the nontaxable disability retirement benefit. For example, an officer with twenty-seven (27) years of service is eligible for a normal retirement benefit of sixty-seven and five tenths percent (67.5%) if disabled on the job, the officer would receive a sixty percent (60%) tax free disability retirement benefit and a seven and five tenths percent (7.5%) taxable pension benefit.
3. For purposes of determining eligibility for line-of-duty disability retirement benefits under Section 7.12 B.2.a., any condition or impairment of health caused by heart disease or hypertension resulting in total or partial disability shall be presumed to be a service connected disability and to have been suffered in the line of duty and as a result of his/her employment.
4. It is the intention of this Section that any participant, who suffers from a condition or impairment of health caused by heart disease or hypertension, shall receive service connected disability benefits from the Plan unless evidence is produced which shall demonstrate to a reasonable degree of medical certainty that the employee's impairment of health or disability is not related to his/her employment.

b. Non-Job Related

Effective July 1, 2001, the benefit for a non-job related disability is equal to a benefit calculated on the regular service formula for a normal benefit pursuant to Section 7.12.B.1., above, but will not be less than thirty percent (30%) of the employee's average annual compensation, as determined pursuant to Section 7.12.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. Effective July 1, 2001, the Plan will be amended to permit a comprehensive plan

participant, who otherwise qualifies for a job related or non-job related disability retirement benefit, to remain entitled to such benefit even if the participant is providing any compensated service to the Sheriff's Department of Prince George's County as a civilian employee. Any comprehensive plan participant 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.

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 (COL) Increases
 - a. In January of each year, beginning in January 1998, two-thirds (2/3) of the total investment returns (on a market value basis excluding any investment expenses incurred but including realized and unrealized capital gains and losses, as well as interest and dividends) in excess of the interest assumption for the previous plan year will be transferred to a "post- retirement increase fund."
 - b. On January 31 of each year, beginning on January 31, 1998, every retiree and every Contingent Annuitant will receive a permanent increase in his or her retirement benefit as calculated in paragraph 4.c., below.
 - c. The permanent increase will be determined by actuarially calculating the lifetime benefit that can be provided each eligible retiree and every Contingent Annuitant from the post-retirement increase fund, determined pursuant to paragraph 4.a., above, provided:
 1. Each eligible retiree and every Contingent Annuitant will receive the same dollar amount.
 2. Beginning in January 2000, the maximum increase provided shall not exceed one hundred twenty-five dollars (\$125.00) per month.

3. No increase shall be provided if the amount in the post-retirement increase fund is not sufficient to provide at least a ten-dollar (\$10.00) benefit increase.
 - d. Any amount in the "post-retirement increase fund" described in paragraph 4.a. in excess of the amount necessary to fund the maximum permanent retirement increase described in paragraph 4.c.2. or less than an amount necessary to provide the minimum benefit described in paragraph 4.c.3. will be transferred (returned) to the general pension fund assets.
 - e. The phrase "actuarially calculating the lifetime benefit" in subparagraph 4.c., above, means that the Plan's actuary will include an assumption that the pool of assets that has been determined to be available for COL purposes, if any, will earn interest at the same rate of return that is assumed for the Pension Fund itself. Also, any negative performance of the Pension Fund (the percentage by which actual returns fall short of the interest assumption) will be carried forward to successive calculations under this procedure until totally absorbed by future positive earnings.
 - f. In Fiscal Year 2008 and again in Fiscal Year 2009 each retiree will be provided with a bonus check of four hundred twenty dollars (\$420.00).
 - g. Notwithstanding any of the provisions above, effective the first full pay period in February 2020, each eligible retiree will receive a minimum increase of \$420.00 annually, payable in monthly installments of \$35.00
5. Pop-back of Benefits.

Effective Fiscal Year 2006, where the designated beneficiary of a retiree who has elected a reduced joint and survivor pension benefit predeceases the retiree, or where the spouse beneficiary of the retiree has been granted a valid and final decree of divorce from the retiree either before or after July 1, 2005, the retiree's benefit shall be increased ("pop-back") to the level it would have been had the joint and survivor option never been chosen.

6. Contingent Annuitant after Retirement

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

C. Vesting

1. Minimum Continuous Service Requirements. No employee covered by this Agreement 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. Minimum Continuous Service Requirements for bargaining unit employees hired after April 30, 2016. Bargaining unit employees hired after April 30, 2016 shall not be entitled to normal benefit provided by the Plan until the employee has completed a minimum of ten (10) years of actual and continuous service as a Deputy Sheriff for Prince George's County.
 3. 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 7.12.B.1.
- D. Benefit Payment. The benefit accrued by an employee under either Section 7.12.B.1. or 7.12.C., above, shall not be payable until the latest of the following:
1. For employees with more than five (5) years of service credit as of July 1, 2013:
 - a. The date on which the employee reaches either twenty (20) years of actual and continuous service or age fifty-five (55) with five years vested, whichever occurs earlier; or,
 - b. The date on which the employee either reaches age fifty-five (55) with five (5) years of 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; or,
 - c. The date on which the employee actually separates from employment as a Deputy Sheriff for Prince George's County.
 2. For employees with less than five (5) years of service credit as of July 1, 2013:
 - a. The date on which the employee reaches either twenty-five (25) years of actual and continuous service or age fifty-five (55) with five years vested, whichever occurs earlier; or,
 - b. The date on which the employee either reaches age fifty-five (55) with five (5) years of service (vested) 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, whichever occurs earlier; or,
 - c. The date on which the employee actually separates from employment as a Deputy Sheriff for Prince George's County.
- E. Funding. The cost of funding the Plan will be shared by the employee and the County through regular contributions each pay period. Effective July 1, 2003, the employee contribution shall be ten percent (10%) of salary. Such increase in contribution rate shall

begin effective following the next actuarial report for the pension plan issued after July 1, 2003, and after the Board of Trustees has approved such increase. Employees hired on or after July 1, 2005, will contribute eleven percent (11%) of their salary. The County shall contribute such amounts as are actuarially determined to be required to provide for the benefits under the Plan.

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

1. Purchase of Service with Accrued Leave for new bargaining unit employees. For bargaining unit employee hired after April 30, 2016, the Deputy Sheriff's pension plan will be modified to provide the purchase of one (1) month additional creditable service with accrued leave: either eighty (80) 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 Agreement who are identified in the May 4, 1984, May 5, 1996 and November 5, 1998 Memoranda of Understanding executed between the parties pursuant to Section 7.05A, 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 7.05.D., 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. 1. Fiscal Year 1996/Fiscal Year 1997 Merit. For any employee covered by this Agreement who retires during the period from July 1, 2005 through June 30, 2007, "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.
2. Fiscal Years 2010, 2011, 2012 2013 and 2016 Merits. For any employee covered by this Agreement who retires during the term of this Agreement, "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 Years 2010, 2011, 2012 2013 and 2016.

J. Drop Plan

The County and FOP 112 agree to establish a cost-neutral Deferred Retirement Option Program (DROP) for participants in the Deputy Sheriffs Pension Plan to be effective on June 1, 2022. The terms of the DROP shall be the same or similar to those for the DROP programs agreed to by the County and FOP Lodge 89, except that the DROP eligibility shall be set as two years past normal retirement age for the particular employee (as defined in the Plan), unless either: (a) the parties agree on or before March 1, 2022 to an alternative plan; or (b) the County obtains a cost estimate from the Plan's actuary on or before December 2021, which shows that the Police Officer's DROP plan as applied to the Deputy Sheriffs Pension Plan would impose costs to the County beyond those reasonably projected in the absence of the DROP program. If the County produces such a study, the County and FOP 112 will meet on or before January 15, 2022, to determine how the proposal may be modified to achieve the goal of a mutually agreeable DROP program, and agree to bargain over the implementation of such a DROP program.

Section 7.13 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 7.04 (Funding) and Section 7.12, 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.

Section 7.14 Pension Plan Modifications Effective July 1, 1997

The Memorandum of Understanding, dated May 8, 1996, which provided four (4) participants in the Deputy Sheriff Comprehensive Pension Plan with pension credit for County employment before a break in their service will be amended to permit those plan participants to receive credit for that service toward normal retirement provided this can be achieved at no additional cost to the County or to the Deputy Sheriff Comprehensive Pension Plan.

Section 7.15 Military Service Credit

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

Section 7.16 Lateral Transfer

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

for transfers from the Corrections Department and for Fire Inspectors only.

ARTICLE 8 – SAFETY & HEALTH

- A. The Sheriff, the County, and FOP 112 recognize and understand that because of the nature of the work performed by employees covered by this Agreement, the promotion of safety and health in the work environment is an important and mutually desirable objective. The Sheriff, the County, and FOP 112 therefore agree to cooperate to the fullest extent in the promotion of safety and health.
- B. The Sheriff and FOP 112 further agree to establish a joint Sheriff’s Office/FOP 112 Safety Committee for the purpose of promoting job safety, health and addressing other working conditions. The Committee shall consist of six (6) members, three (3) representing the Sheriff and three (3) representing FOP 112. The Sheriff shall designate three (3) members of his staff. One (1) of these representatives shall be at the rank of Major or above. FOP 112 representatives shall be the FOP 112 President and two (2) members designated by the President to serve on the Committee. Any member so designated shall serve for a term of at least one (1) year. The Committee shall be co-chaired by the FOP 112 President and the representative so designated by the Sheriff. The Committee shall meet quarterly, to study and/or investigate safety and health issues and other working conditions. The co-chairman shall confer prior to each meeting and agree upon an agenda not later than one (1) week prior to the next meeting. Both the Sheriff and FOP 112 may place safety and health and other working condition issues on the agenda. The Sheriff will indicate, in writing, what actions if any he will take on the recommendations that are submitted to the Sheriff by the Joint Sheriff/FOP 112 Safety Committee.
- C. No Deputy shall be ordered on extraditions, to work in transportation, courtroom security or service of criminal/civil process with anyone who is not a full-time employee of the Office of the Sheriff or another law enforcement agency, except in the event that no full time Deputy Sheriff is available for the assigned duty.
- D. Management agrees to provide retirees/members on County health insurance with access to the Talkspace therapy program (or a comparable program, provided one is available through a County healthcare provider, if Talkspace becomes unavailable).

ARTICLE 9 -- COOPERATION

Section 9.01 Labor-Management Committee

The FOP 112 President and two (2) other employees covered by this Agreement and designated by the FOP 112 President shall participate with Management on a Labor-Management Committee. The Committee may meet as issues arise at times convenient to both parties, but not more than once a month unless so agreed by the parties. The party requesting a meeting of the Labor-Management Committee shall give the other party written notice of agenda item(s).

Section 9.02 Promotional Joint Study Committee

A joint Labor-Management Committee will be established to study the issues related to the promotional process for Deputy Sheriffs covered by this Agreement. The Committee shall consist of representatives of the County Office of Human Resources Management, the Office of the Sheriff and FOP 112. Committee recommendations will be made to the Sheriff for review, comment and forwarding to the Chief Administrative Officer. The Chief Administrative Officer will have the discretion to accept or reject the recommendations. The parties understand that the willingness of the County to discuss the promotional issues with FOP 112 during bargaining does not waive the County's position that promotional policy and rank structure constitute non-mandatory subjects of bargaining.

Section 9.03 Employee Roster

A roster shall be furnished by the County at the beginning of each year which lists the name, job title, date of hire and job location of each employee in the bargaining unit. An updated list will be furnished every six (6) months to FOP 112 at its request.

Section 9.04 FOP Pin

Employees shall be allowed to wear a FOP pin having a maximum size of 1.5 centimeters in diameter on their official Office of the Sheriff uniforms above their name tags.

Section 9.05 Proposed Changes Provision

The County agrees to provide FOP 112 with at least ten (10) working days written notice of all proposed changes (including additions and deletions) to the General Orders or Standard Operating Procedures. FOP 112 may use that time period to review and provide written comment to the Sheriff on the proposed changes. This provision is for informational purposes and is not intended to restrict in any fashion the County's right, consistent with applicable law and this Agreement, to implement these types of changes.

Section 9.06 Joint Labor Management Committee on Performance Appraisals

The County and FOP Lodge 112 agree to the formation of a Joint Committee on Performance Appraisals. The Committee shall be comprised of an equal number of Union and management representatives, but no more than four (4) from each party. The Committee will begin its work within 30 days from the enactment of this Agreement and will explore best practices for a fair and equitable performance appraisal system which is appropriate for the type of work performed by FOP Lodge 112 bargaining unit members. The Joint Committee may also look at pay for performance systems in use in other jurisdictions. The Committee will issue its findings and recommendations to the FOP Lodge 112 President, the Sheriff of Prince George's County and the Director of OHRM by March 2022.

ARTICLE 10 -- PERSONAL CAR PROGRAM

All Sworn Deputy Sheriffs, who have successfully passed their Field Training Period, shall be issued a Departmental vehicle that is of a type suitable for general law enforcement use and purpose.

ARTICLE 11 -- TRAINING

All mandatory training for sworn personnel shall be determined by the Sheriff. Sworn personnel shall be required to complete all training sessions at the time and place and before the deadline established by the Training Coordinator. Sworn personnel shall be required to complete mandatory training for all agency equipment and weapons as designated by the Sheriff.

ARTICLE 12 -- EQUIPMENT

- A. All sworn Deputies will receive an initial issue of a new protective vest (not used) with a five (5) year replacement program. The Specialized Service Team (SST) will receive serviceable and unexpired special protective ballistics vests that are appropriately sized or fitted for the member, and which will be replaced prior to the vest's expiration date, but no later than five years after receipt by the member.
- B. All sworn Deputies will be issued a departmental semiautomatic handgun.
- C. Effective the first full pay period of July 2021, all Deputy Sheriffs will receive an initial issue of a reflective, fluorescent safety vest.

ARTICLE 13 -- TRANSFERS

- A. Notification of transfer shall be given no less than two (2) weeks prior to the effective date of the transfer, except when unusual operational needs necessitate less notice or the employee waives the two-week notice requirement.

ARTICLE 14 -- STAFFING

The Sheriff and the County understand the nature and dangers of the duties of Deputy Sheriffs and agree that it is their responsibility to provide a safe and healthy work environment. The Sheriff agrees to promulgate General Orders and Standard Operating Procedures regarding minimum safe staffing levels for normal and emergency operations for Courthouse security, prisoner transports/escorts, and the service of court orders.

ARTICLE 15 – PROMOTIONS

Section 15.01 Promotion Procedures

- A. All promotional announcements will be electronically mailed to eligible Deputies at the County electronic mail address and to the Personnel Section of the Office of the Sheriff at least 90 days in advance of the application/announcement closing date.

- B. Applications for such promotions shall be filed electronically with the Office of Human Resources Management.
- C. The raw score for written promotional tests will be available to the employee the same day as the test is given.
- D. The County shall establish each eligibility list for promotions no later than twenty (20) days after issuance of any final appeal decisions and the implementation of any issues arising out of those decisions. Eligibility lists for all competitive ranks will be issued at the same time.

Section 15.02 Written Examination Appeal Process

- A. A written appeal of any questions from a written promotional examination must be filed by the aggrieved Deputy with the Joint FOP 112/Command Staff Appeal Board within five (5) working days of test review. This appeal shall result in the review of appealed questions, said review to be performed by the Joint FOP 112/Command Staff Appeal Board (“Joint appeal Board”). The findings of this review shall be rendered within ten (10) working days of the deadline for filing appeals, and these findings shall be provided, in writing, to the employee who filed the appeal. Copies of any granted appeal shall be made available to any employee who took the examination and may be affected by said granted appeal. The decisions rendered by the Joint Appeal Board shall be final and binding and not subject to further appeals to the Personnel Board or through the grievance and Arbitration Procedure of the Agreement.
- B. A Joint Appeal Board shall be composed of five (5) members, including three (3) members of the Deputy Sheriff’s Association (members to be at the rank or higher of promotion in question), and two (2) members of the Command Staff. FOP 112 members serving on the Joint Appeal Board shall be selected by the FOP 112 President from a pool of officers who did not participate in the current promotional cycle. One (1) of the three (3) members of the Joint Appeal Board appointed by FOP 112 may be the FOP 112 President, whether or not that officer holds the rank of or higher of the member in question. The Command Staff members serving on the Joint Appeal Board shall be selected by the Sheriff. The Board will review the appeal and vote on their decision to grant or deny the appeal. The majority vote will be the ruling vote.

Section 15.03 Promotional Skills Assessment Process

- A. After passing the written exam, if provided, and prior to participating in the skills assessment process, candidates will be given an overview of the skills assessment process.
- B. An aggrieved Deputy who wishes to appeal the results of a promotional skills assessment, based on the unfair or unequal administration of the skills assessment process or the effects thereof on a candidate's skills assessment response, may do so by filing a written appeal with the Joint FOP 112/Command Staff Appeal Board within five (5) working days of the skills assessment review. Such appeals shall be directed to the Joint Appeal Board c/o the

Director, Office of Human Resources Management. The Joint Appeal Board shall consider appeals pertaining to the unequal or unfair administration of the skills assessment process or the effects thereof on a candidate's skills assessment response, but not appeals pertaining to the benchmarks chosen to demonstrate a candidate's Knowledge, Skills and Abilities. The Joint Appeal Board shall consider each appeal and issue its findings in writing within twenty (20) working days after the last appeal is heard. The decisions rendered by the Joint Appeal Board shall be final and binding, and not subject to further appeals to the Personnel Board or through the Grievance and Arbitration Procedure of this Agreement.

C. The time limits set forth in the above sections may be extended by agreement of the parties.

Section 15.04 Work Group

The Office of the Sheriff and the Union will establish a work group comprised of representatives from FOP 112, the Office of the Sheriff and the County's Office of Human Resources Management to develop a new testing/promotion schedule to move the various promotional exams closer in time and within the same calendar year to create a more systematic promotional cycle.

ARTICLE 16 -- 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:

1. Step 1.
 - a. When an employee subject to the provisions of this Agreement feels he/she is aggrieved by a violation of this Agreement, he/she, through the FOP 112 President, within ten (10) working days after the occurrence of the violation, shall file with 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.
 - b. Upon receipt of a grievance, the Office of the Sheriff will either process the grievance itself or refer it to the County Office of Human Resources Management for processing depending on whether the grievance is based on actions taken by, and under the jurisdiction of, the Office of the Sheriff or the County. The Office of the Sheriff will notify FOP 112 if the grievance is referred to the County. The County or the Office of the Sheriff, as applicable may take up to thirty (30) working days to complete its investigation. Within said thirty (30) day period, the aggrieved employee, the President of FOP 112 and a representative of the County or the Office of the Sheriff, as applicable, will meet at a mutually agreeable time and endeavor to adjust the matter. The County or the Office of the Sheriff, as applicable, will provide FOP 112 with a written response to the grievance not later

than seven (7) working days following the meeting. If the parties fail to resolve the grievance at this Step 1, either the FOP 112 President, or the County or the Office of the Sheriff, as applicable, may, within ten (10) working days after the grievance has been denied or not adjusted at Step 1, provide to the other party, notice of intent to arbitrate said grievance. Time limits as provided for herein may be extended by mutual agreement of the parties.

2. Step 2.

- a. In the event that the parties are unable to agree on an arbitrator, FOP 112 and the County or the Office of the Sheriff, as applicable, shall request the American Arbitration Association to provide them with a list of arbitrators from which the arbitrator shall be selected. The rules of the American Arbitration Association shall govern the selection of the arbitrator and the conduct of the arbitration.
- b. The decision of the arbitrator shall be specifically limited to the matter submitted to him/her. He/she 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 FOP 112, County and/or the Office of the Sheriff, and the employee involved. The fees and expenses of the arbitrator shall be evenly split between FOP 112 and the County, or FOP 112 and the Office of the Sheriff, as applicable.

ARTICLE 17 -- BARGAINING UNIT WORK

Deputy Sheriffs will continue to perform all bargaining unit work performed as of June 30, 2001, except as otherwise provided in the "Memorandum of Understanding on Staffing Issues Related to the District Court".

ARTICLE 18 -- SECONDARY EMPLOYMENT

- A. After the Office of the Sheriff initially approves any requested law enforcement secondary employment site/entity location or grants approval to an individual Deputy Sheriff to work secondary employment, requests will be annually reviewed, approved and/or renewed by the Sheriff or his designee.
- B. Should the site/entity or the Deputy conflict with provisions in the General Order Manual, then the site/entity and/or the Deputy's secondary employment privileges may be suspended until a review is completed. Subsequent to this review, the site/entity or Deputy may be required to seek permission for re-approval and resumption of the secondary employment privilege. Approval is at the discretion of management, but shall not be unreasonably denied.
- C. Notwithstanding the above, if the Office of the Sheriff learns that an event is being held at a site/entity, which site/entity has been previously approved, the Sheriff retains the right to withdraw approval for secondary employment at such event if secondary employment at

such event would bring disrepute to the Office of the Sheriff.

- D. Secondary employment which is not related to law enforcement duties or authority will require notification by the Deputy Sheriff to the agency, but approval shall not be required.

ARTICLE 19 -- PUBLICATION OF AGREEMENT

Upon initial printing, the County shall provide twenty-five (25) copies of this Agreement to FOP 112 for its distribution at no cost to the Union. The County also agrees to provide an electronic copy of the contract to the Union and to make the contract available on the County's Intranet.

ARTICLE 20 -- CONSIDERATION FOR POLICE OFFICER VACANCIES

- A. In the event any employee covered by this Agreement is separated from employment as a result of a reduction-in-force, upon the employee's request, he/she will be given preference, pursuant to Section 16-148 of the Personnel Law, for police officer openings in the Police Department which occur during one (1) year following separation.
- B. In the event any Deputy Sheriff covered by this Agreement is separated from employment as a result of a reduction-in-force, upon the employee's request, he/she will be given preference, pursuant to Section 16-148 of the Personnel Law, for police officer openings in the Police Department which occur during one year following separation.

ARTICLE 21 -- 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 FOP 112 agree to immediately negotiate a substitution for the invalidated Article, Section or portion thereof.

ARTICLE 22 – DURATION

- A. This Agreement shall become effective on July 1, 2022, unless otherwise stated in specific sections, and shall remain in full force and effect until June 30, 2024.
- B. This Agreement shall be automatically renewed from year to year after June 30, 2024, unless either party shall notify the other in writing no later than October 1, 2023 (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.

Signed on this _____ day of _____, 2023, in Prince George's County, Maryland.

**FRATERNAL ORDER OF POLICE 112,
PRINCE GEORGE'S COUNTY
SHERIFFS LODGE INC.**

**PRINCE GEORGE'S COUNTY,
MARYLAND***

Garry N. Yancy
President

Angela D. Alsobrooks
County Executive

**OFFICE OF THE SHERIFF OF
PRINCE GEORGE'S COUNTY,
MARYLAND**

John D.B. Carr
Sheriff of Prince George's County,
Maryland

*Under the Annotated Code of Maryland, Courts and Judicial Proceedings Article Section 2-330 (g)(3), the County Executive is the employer of the sworn employees in the Office of the Sheriff only for the purpose of collective bargaining for compensation, including pension, fringe benefits, and hours. The Sheriff is considered the employer for purposes of collective bargaining for other terms and conditions of employment.

ATTACHMENT A -- UNIFORM WAGE SCALEUNIFORM 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

- 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 (3) 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 (1) 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 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.
- D. Upon promotion to the rank of Deputy Sheriff First Class or Deputy Sheriff Corporal, an employee's salary rate shall be increased to that of the corresponding pay step for the promotional grade (that is, an increase equivalent to two (2) three and one-half percent (3.5%) steps).
- E. Employees (including those hired and placed on the wage scale above their years of service) advance one step per year.
- F. Advancement to steps for lateral transfers from the Prince George's County Police Department will be based on actual years of service as a Deputy Sheriff and Prince George's County Police Officer combined.

MASTER DEPUTY PROGRAM (PROGRAM)

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

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

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

a. Deputy Sheriff First Class.

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

b. Deputy Sheriff Corporal.

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

2. PERFORMANCE EVALUATION

a. 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. 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 FOP 112 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.

IMPLEMENTATION OF THE UNIFORM WAGE SCALE

- A. Fiscal Year 1990: 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.
 - 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.

MODIFICATIONS TO THE UNIFORM WAGE SCALE-DURING FISCAL YEAR 1995

- A. Effective July 1, 1994, the Uniform Wage Scale is modified as follows:
 - 1. For each rank of Deputy Sheriff in the bargaining unit, there is an established pay grade on the Uniform Wage Scale. The pay scale for both the rank of Deputy Sheriff Private (W21) and Deputy Sheriff First Class (W22) contains fifteen (15) pay rates (steps) ranging from Step A through Step O. The pay scale for the rank of Deputy Sheriff Corporal through Deputy Sheriff Lieutenant, contains fourteen (14) pay rates (steps) ranging from Step A through Step N.
 - 2. Grade W21 is the pay grade for the rank of Deputy Sheriff Private. The percentage values of the intervals between the steps are three and one-half percent (3.5%) from Step A through Step L and three percent (3%) for the remaining three (3) intervals from Step L through Step O. The entry rate for a Deputy Sheriff Private is Step A. A Deputy Sheriff Private (W21) will be eligible to advance to the next step for that rank on the Deputy's anniversary date at the rate of one (1) step per year up to and including Step N (after thirteen (13) years of service) provided he or she receives at least a satisfactory performance evaluation for the preceding year. After reaching Step N, a

Deputy Sheriff Private (W21) will be eligible to advance to Step O after two (2) years of service at Step N, (that is, after having completed fifteen (15) years of service), provided that the Deputy's performance for the applicable period has been evaluated as satisfactory.

3. Grade W22 is the pay grade for the rank of Deputy Sheriff First Class. The percentage values of the intervals between the steps are three and one-half percent (3.5%) from Step A through Step K, three percent (3%) from Step K through Step N and two and one-half percent (2.5%) for the remaining interval from Step N to Step O. A Deputy Sheriff First Class (W22) will be eligible to advance to the next step for that rank on the Deputy's anniversary date at the rate of one (1) step per year up to and including Step M (after thirteen (13) years of service) provided he or she receives at least a satisfactory performance evaluation for the preceding year. After reaching Step M, a Deputy Sheriff First Class (W22) will be eligible to advance to Step N after two (2) years of service at Step N (that is, after having completed fifteen (15) years of service) and to Step O after three (3) years of service at Step N (that is, after having completed eighteen (18) years of service).
4. Grades W24, W25 and W27 are the pay grades for Deputy Sheriff Corporal (W24), Deputy Sheriff Sergeant (W25), and Deputy Sheriff Lieutenant (W27). The percentage values of the intervals between the steps are three and one-half percent (3.5%) from Step A through Step J, three percent (3%) from Step J through Step M and two and one-half percent (2.5%) for the remaining interval from Step M to Step N. Deputies in the ranks of Deputy Sheriff Corporal through Deputy Sheriff Lieutenant will be eligible to advance to the next step for their rank on the Deputy's anniversary date at the rate of one (1) step per year up to and including Step L (after thirteen (13) years of service) provided he or she receives at least a satisfactory performance evaluation for the preceding year. After reaching Step L, Deputies in the ranks of Deputy Sheriff Corporal through Deputy Sheriff Lieutenant will be eligible to advance to Step M after two (2) years of service (that is, after having completed fifteen (15) years of service) and to Step N after three (3) years of service at Step M (that is, after having completed eighteen (18) years of service).

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

1. 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).

- D. New salary rates for grade W-19 applicable to employees covered by this agreement in the job classification of Court Security Officer during Fiscal Year 2001 are added to Schedule W, attached hereto and become a part of Attachment A

IMPLEMENTATION OF MODIFIED UNIFORM WAGE SCALE FISCAL YEAR 1995:

- 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.

MODIFICATIONS TO THE UNIFORM WAGE SCALE -- DURING FISCAL YEAR 1998 and FISCAL YEAR 1999

- A. Effective beginning on July 1, 1997, any Deputy Sheriff covered by this Agreement 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:
 - 1. 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.

MODIFICATIONS TO THE UNIFORM WAGE SCALE -- DURING FISCAL YEAR 2000 AND FISCAL YEAR 2001

- A. Note: Beginning in Fiscal Year 2000, employees covered by the Agreement who were employed by the Office of the Sheriff during FY96 and/or FY97 received no credit toward merit increase(s) during either of those fiscal years. Thus, the pay steps for such employees who were hired at entry level and employed during both or one of those years will not reflect their actual years of service but will be one or two steps behind until completing their eighteenth (18th) year of service.
- B. Effective July 1, 1999, anniversary dates will be adjusted to the Deputy Sheriff's date of hire as a Deputy Sheriff if different from his/her current anniversary date, so that all Deputies receive their merit steps on the first day on which the Deputy has the required years of service.
- C. Effective the first full pay period beginning on or after July 1, 1999, the interval for grades W-24 and above between Step A to Step B shall be increased from three and one-half percent (3.5%) to four percent (4%), such that all steps at Step B and above on the Uniform Wage Scale shall be increased by one-half of one percent (.5%).
- D. Effective beginning on July 1, 2000, any Deputy Sheriff covered by this Agreement who completes eighteen (18) years of actual and continuous service as defined in the Deputy Sheriff Comprehensive Pension Plan but who is not at the step for his/her rank on the Uniform Wage Scale which reflects the completion of eighteen (18) years of service will be placed at that step on the date that marks the Deputy's completion of those eighteen (18) years of actual and continuous service. Deputies with eighteen (18) or more years of service as of July 1, 2000 will be placed on that step at the beginning of the first full pay period beginning on or after July 1, 2000.
- E. Effective the first full pay period beginning on or after July 1, 2000, Step L for grades W-24 and above shall be applicable after thirteen (13) years of service; Step M shall be applicable after fourteen (14) years of service; Step N shall be applicable after sixteen (16) years of service; Step O shall be applicable after eighteen (18) years of service; Step P shall be applicable after twenty-three (23) years of service; and a new Step Q shall be applicable after twenty-seven (27) years of service. The increment for grades W-24 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. New salary rates for grade W-19 applicable to employees covered by this Agreement in the job classification of Court Security Officer during Fiscal Year 2001 are added to Salary Schedule W, attached hereto.

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

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

MODIFICATIONS TO THE UNIFORM WAGE SCALE – DURING FISCAL YEAR 2006 AND 2007

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

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

MODIFICATIONS TO THE UNIFORM WAGE SCALE – DURING FISCAL YEAR 2008 AND 2009

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

MODIFICATIONS TO THE UNIFORM WAGE SCALE – DURING FISCAL YEAR 2022

Effective for the pay period beginning October 10, 2021, all covered employees will be placed on the modified uniform wage scale pursuant to their years of service (and of years of service with other agencies, as provided for by the County in any pre-hire agreement with the employee) as of the first day of that pay period. Thereafter, employees with anniversary dates from October 11, 2021 through June 30, 2022, provided that he/she received at least a satisfactory performance evaluation for the preceding year, will receive a merit increase on their respective anniversary dates during Fiscal Year 2022.

Effective the pay period beginning October 10, 2021, the uniform wage scale is modified as stated in the attached wage scale—Attachment A. In summary, the entry level salary for Deputy Sheriff Private (W21) shall increase to \$53,761, with the other steps on the scale adjusted accordingly. The top step for each rank (step O for Deputy Sheriff Private and Deputy Sheriff First Class, and step W for all other ranks) will also increase by 3.5% as reflected in the below Wage Scale as part of this Attachment A.

MODIFICATIONS TO THE UNIFORM WAGE SCALE - FISCAL YEAR 2023

Effective January 1, 2023, the wage scale will be adjusted as follows:

- a. There shall be a 3.5% adjustment when moving from Step B to Step C for Private (W21);
- b. There shall be a 3.5% adjustment when moving from Step M to Step N for Sheriff First Class (W22), Corporal (W24), Sergeant (W25), and Lieutenant (W27);
- c. There shall be a 3.5% adjustment when moving from Step N to Step O for Sheriff First Class (W22), Corporal (W24), Sergeant (W25), and Lieutenant (W27);
- d. There shall be a 3.5% adjustment when moving from Step O to Step P for Sheriff First Class (W22), Corporal (24), Sergeant (W25), and Lieutenant (W27).
- e. All other steps adjustments remain unchanged.

Effective January 1, 2023, Steps A, B, C and D for Deputy Sheriff Private (W21) and Steps A and B for Deputy Sheriff Private First Class (W22) shall be increased to \$57,860 and:

- a. All other steps for ranks W21; W22; W24, and W25 shall remain unchanged;
- b. Having already received the 5% and 2.5 % COLAs, officers at Steps A and B for Deputy Sheriff Private (W21) shall not receive a COLA adjustment on either March

26, 2023 or March 24, 2024. Steps C and D for Deputy Sheriff Private and Steps A and B for Private First Class shall receive such increases necessary to make those steps equal to the wage scale as of 12/31/2022 plus 5% as of March 26, 2023 and an additional 2.5% as of March 24, 2024.

SCHEDULE W – WAGE SCALE

**DEPUTY SHERIFF UNIT PERSONNEL – EFFECTIVE JANUARY 1, 2023
PRINCE GEORGE’S COUNTY, MARYLAND**

		FOP 112 Wage Scale Effective as of 1/1/2023																					
Step	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O								
Years	0-1	1	2	3	4	5	6	7	8	9	10	11	12	13-14	15+								
W21 Deputy Sheriff Private																							
Hourly	27.82	27.82	27.82	27.82	28.24	29.23	30.25	31.31	32.41	33.54	34.72	35.93	37.19	38.49	41.23								
Biweekly	2225.38	2225.38	2225.38	2225.38	2259.31	2338.38	2420.23	2504.93	2592.61	2683.35	2777.27	2874.47	2975.08	3079.20	3298.44								
Annual	57,860	57,860	57,860	57,860	58,742	60,798	62,926	65,128	67,408	69,767	72,209	74,736	77,352	80,059	85,760								
W22- Deputy Sheriff First Class																							
Hourly	27.82	27.82	28.09	29.07	30.09	31.15	32.24	33.36	34.53	35.74	36.99	38.29	39.63	41.01	43.51								
Biweekly	2225.38	2225.38	2247.31	2325.96	2407.37	2491.63	2578.84	2669.10	2762.51	2859.20	2959.27	3062.85	3170.05	3281.00	3480.81								
Annual	57,860	57,860	58,430	60,475	62,592	64,782	67,050	69,396	71,825	74,339	76,941	79,634	82,421	85,306	90,501								
W-24 Deputy Sheriff Corporal																							
Hourly	29.07	30.24	31.30	32.39	33.52	34.70	35.91	37.17	38.47	39.82	41.21	42.65	44.15	45.69	47.29	48.95	49.43	49.93	50.43	50.93	51.44	51.96	54.32
Biweekly	2325.92	2419.00	2503.67	2591.29	2681.99	2775.86	2873.01	2973.57	3077.64	3185.36	3296.85	3412.24	3531.67	3655.28	3783.21	3915.62	3954.78	3994.33	4034.27	4074.61	4115.36	4156.51	4345.22
Annual	60,474	62,894	65,095	67,374	69,732	72,172	74,698	77,313	80,019	82,819	85,718	88,718	91,823	95,037	98,363	101,806	102,824	103,852	104,891	105,940	106,999	108,069	112,976
W-25 Deputy Sheriff Sergeant																							
Hourly	31.98	33.26	34.43	35.63	36.88	38.17	39.50	40.89	42.32	43.80	45.33	46.92	48.56	50.26	52.02	53.84	54.38	54.92	55.47	56.03	56.59	57.15	59.75
Biweekly	2558.54	2660.88	2754.02	2850.41	2950.17	3053.43	3160.30	3270.91	3385.39	3503.88	3626.51	3753.44	3884.81	4020.78	4161.51	4307.16	4350.23	4393.73	4437.67	4482.05	4526.87	4572.14	4779.71
Annual	66,522	69,183	71,604	74,111	76,704	79,389	82,168	85,044	88,020	91,101	94,289	97,589	101,005	104,540	108,199	111,986	113,106	114,237	115,379	116,533	117,699	118,876	124,272
W-27- Deputy Sheriff Lieutenant																							
Hourly	35.18	36.59	37.87	39.19	40.57	41.98	43.45	44.98	46.55	48.18	49.87	51.61	53.42	55.29	57.22	59.22	59.82	60.41	61.02	61.63	62.25	62.87	65.72
Biweekly	2814.38	2927.00	3029.45	3135.48	3245.22	3358.80	3476.36	3598.03	3723.96	3854.30	3989.20	4128.82	4273.33	4422.90	4577.70	4737.92	4785.30	4833.15	4881.48	4930.30	4979.60	5029.40	5257.73
Annual	73,174	76,102	78,766	81,522	84,376	87,329	90,385	93,549	96,823	100,212	103,719	107,349	111,107	114,995	119,020	123,186	124,418	125,662	126,919	128,188	129,470	130,764	136,701

**DEPUTY SHERIFF UNIT PERSONNEL – 5% COLA EFFECTIVE MARCH 26, 2023
PRINCE GEORGE’S COUNTY, MARYLAND**

		FOP 112 Wage Scale Effective as of 3/24/2023																								
Step	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O											
Years	0-1	1	2	3	4	5	6	7	8	9	10	11	12	13-14	15+											
W21 Deputy Sheriff Private																										
Hourly	27.82	27.82	28.09	29.07	30.09	31.14	32.23	33.36	34.53	35.74	36.99	38.28	39.62	41.01	43.93											
Biweekly	2225.38	2225.38	2247.12	2325.76	2407.17	2491.42	2578.62	2668.87	2762.28	2858.96	2959.02	3062.59	3169.78	3280.72	3514.31											
Annual	57,860	57,860	58,425	60,470	62,586	64,777	67,044	69,391	71,819	74,333	76,935	79,627	82,414	85,299	91,372											
Step	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O											
Years	1	2	3	4	5	6	7	8	9	10	11	12	13-14	15-17	18											
W22- Deputy Sheriff First Class																										
Hourly	27.82	28.79	29.80	30.84	31.92	33.04	34.19	35.39	36.63	37.91	39.24	40.61	42.03	43.51	46.15											
Biweekly	2225.38	2303.27	2383.89	2467.32	2553.68	2643.06	2735.57	2831.31	2930.41	3032.97	3139.12	3248.99	3362.71	3480.40	3692.36											
Annual	57,860	59,885	61,981	64,150	66,396	68,720	71,125	73,614	76,191	78,857	81,617	84,474	87,430	90,490	96,001											
Step	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W			
Years	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24+			
W-24 Deputy Sheriff Corporal																										
Hourly	30.53	31.75	32.86	34.01	35.20	36.43	37.71	39.03	40.39	41.81	43.27	44.78	46.35	47.97	49.65	51.39	51.91	52.42	52.95	53.48	54.01	54.55	57.03			
Biweekly	2442.22	2539.91	2628.80	2720.81	2816.04	2914.60	3016.61	3122.20	3231.47	3344.57	3461.63	3582.79	3708.19	3837.98	3972.30	4111.34	4152.45	4193.97	4235.91	4278.27	4321.05	4364.27	4562.40			
Annual	63,498	66,038	68,349	70,741	73,217	75,780	78,432	81,177	84,018	86,959	90,002	93,153	96,413	99,787	103,280	106,895	107,964	109,043	110,134	111,235	112,347	113,471	118,622			
W-25 Deputy Sheriff Sergeant																										
Hourly	33.58	34.92	36.15	37.41	38.72	40.08	41.48	42.93	44.43	45.99	47.60	49.26	50.99	52.77	54.62	56.53	57.10	57.67	58.24	58.83	59.42	60.01	62.73			
Biweekly	2686.47	2793.92	2891.71	2992.92	3097.67	3206.09	3318.31	3434.45	3554.65	3679.06	3807.83	3941.11	4079.04	4221.81	4369.57	4522.51	4567.73	4613.41	4659.55	4706.14	4753.20	4800.73	5018.69			
Annual	69,848	72,642	75,184	77,816	80,540	83,358	86,276	89,296	92,421	95,656	99,004	102,469	106,055	109,767	113,609	117,585	118,761	119,949	121,148	122,360	123,583	124,819	130,486			
W-27- Deputy Sheriff Lieutenant																										
Hourly	36.94	38.42	39.76	41.15	42.59	44.08	45.63	47.22	48.88	50.59	52.36	54.19	56.09	58.05	60.08	62.18	62.81	63.43	64.07	64.71	65.36	66.01	69.01			
Biweekly	2955.10	3073.31	3180.87	3292.20	3407.43	3526.69	3650.13	3777.88	3910.11	4046.96	4188.60	4335.20	4486.94	4643.98	4806.52	4974.75	5024.49	5074.74	5125.49	5176.74	5228.51	5280.79	5520.54			
Annual	76,833	79,906	82,703	85,597	88,593	91,694	94,903	98,225	101,663	105,221	108,904	112,715	116,660	120,743	124,969	129,343	130,637	131,943	133,263	134,595	135,941	137,301	143,534			

**DEPUTY SHERIFF UNIT PERSONNEL – 2.5% COLA EFFECTIVE MARCH 24, 2024
PRINCE GEORGE’S COUNTY, MARYLAND**

		FOP 112 Wage Scale																																				
		Effective as of March 24, 2024																																				
Step	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O																							
Years	0-1	1	2	3	4	5	6	7	8	9	10	11	12	13-14	15+																							
W21 Deputy Sheriff Private																																						
Hourly	27.82	27.82	28.79	29.80	30.84	31.92	33.04	34.19	35.39	36.63	37.91	39.24	40.61	42.03	45.03																							
Biweekly	2225.40	2225.40	2303.28	2383.90	2467.34	2553.69	2643.07	2735.58	2831.32	2930.42	3032.99	3139.14	3249.01	3362.72	3602.15																							
Annual	57,860	57,860	59,885	61,981	64,151	66,396	68,720	71,125	73,614	76,191	78,858	81,618	84,474	87,431	93,656																							
W22- Deputy Sheriff First Class																																						
Hourly	28.22	29.21	30.23	31.29	32.39	33.52	34.69	35.91	37.16	38.47	39.81	41.20	42.65	44.14	46.83																							
Biweekly	2257.85	2336.87	2418.66	2503.32	2590.93	2681.62	2775.47	2872.61	2973.16	3077.22	3184.92	3296.39	3411.76	3531.18	3746.22																							
Annual	58,704	60,759	62,885	65,086	67,364	69,722	72,162	74,688	77,302	80,008	82,808	85,706	88,706	91,811	97,402																							
W-24 Deputy Sheriff Corporal																																						
Hourly	31.29	32.54	33.68	34.86	36.08	37.34	38.65	40.00	41.40	42.85	44.35	45.90	47.51	49.17	50.90	52.68	53.20	53.74	54.27	54.82	55.36	55.92	58.46															
Biweekly	2503.27	2603.41	2694.52	2788.83	2886.44	2987.47	3092.03	3200.25	3312.26	3428.19	3548.17	3672.36	3800.89	3933.92	4071.61	4214.12	4256.26	4298.82	4341.81	4385.23	4429.08	4473.37	4676.46															
Annual	65,085	67,689	70,058	72,510	75,048	77,674	80,393	83,207	86,119	89,133	92,253	95,481	98,823	102,282	105,862	109,567	110,663	111,769	112,887	114,016	115,156	116,308	121,588															
W-25 Deputy Sheriff Sergeant																																						
Hourly	34.42	35.80	37.05	38.35	39.69	41.08	42.52	44.00	45.54	47.14	48.79	50.50	52.26	54.09	55.99	57.94	58.52	59.11	59.70	60.30	60.90	61.51	64.30															
Biweekly	2753.63	2863.77	2964.00	3067.74	3175.12	3286.24	3401.26	3520.31	3643.52	3771.04	3903.03	4039.63	4181.02	4327.36	4478.81	4635.57	4681.93	4728.75	4776.03	4823.80	4872.03	4920.75	5144.16															
Annual	71,594	74,458	77,064	79,761	82,553	85,442	88,433	91,528	94,731	98,047	101,479	105,030	108,707	112,511	116,449	120,525	121,730	122,947	124,177	125,419	126,673	127,940	133,748															
W-27- Deputy Sheriff Lieutenant																																						
Hourly	37.86	39.38	40.75	42.18	43.66	45.19	46.77	48.40	50.10	51.85	53.67	55.54	57.49	59.50	61.58	63.74	64.38	65.02	65.67	66.33	66.99	67.66	70.73															
Biweekly	3028.98	3150.14	3260.40	3374.51	3492.62	3614.86	3741.38	3872.33	4007.86	4148.13	4293.32	4443.58	4599.11	4760.08	4926.68	5099.12	5150.11	5201.61	5253.62	5306.16	5359.22	5412.81	5658.56															
Annual	78,754	81,904	84,770	87,737	90,808	93,986	97,276	100,681	104,204	107,851	111,626	115,533	119,577	123,762	128,094	132,577	133,903	135,242	136,594	137,960	139,340	140,733	147,122															