

COUNTY COUNCIL OF PRINCE GEORGE'S COUNTY, MARYLAND

2002 Legislative Session

Resolution No. CR-49-2002

Proposed by The Chairman (by request – County Executive)

Introduced by Council Members Shapiro, Wilson, Estepp, Russell, Scott,

Bailey and Dernoga

Co-Sponsors _____

Date of Introduction July 30, 2002

RESOLUTION

1 A RESOLUTION concerning

2 Compensation and Benefits -

3 Police Officials – Salary Schedule P-O

4 For the purpose of amending the Salary Plan of the County to reflect certain wage and benefit
5 modifications of Police Officials.

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

9 WHEREAS, the Salary Plan must at this time be amended by the approval of a Salary
10 Schedule to reflect the pay rates and benefits for the Police Officials.

11 NOW, THEREFORE, BE IT RESOLVED by the County Council of Prince George's
12 County, Maryland, that Salary Schedule P-O submitted and recommended by the County
13 Executive on July 26, 2002, which is attached hereto and made a part hereof, setting forth the
14 following modifications: cost of living increase in Fiscal Year 2003; merit increase in Fiscal
15 Year 2003; clothing allowance; and shift differential, be and the same is hereby approved.

16 BE IT FURTHER RESOLVED that this Resolution shall take effect on the date it is
17 adopted and shall be retroactively effective to July 1, 2002.

Adopted this 30th day of July, 2002

COUNTY COUNCIL OF PRINCE
GEORGE'S COUNTY, MARYLAND

BY: _____
Peter A. Shapiro
Chair

ATTEST:

Redis C. Floyd
Clerk of the Council

SALARY SCHEDULE P-O
SCHEDULES OF PAY GRADES
FOR POLICE OFFICIALS
PRINCE GEORGE'S COUNTY, MARYLAND
EFFECTIVE JULY 1, 2002 - JUNE 30, 2003

TABLE OF CONTENTS

1. MERIT STEP INCREASE.....	1
2. COST OF LIVING ADJUSTMENTS.....	1
3. UNIFORM WAGE SCALE	1
4. MODIFICATION OF UNIFORM WAGE SCALE - EFFECTIVE JULY 1, 1994	2
5. MODIFICATIONS OF UNIFORM WAGE SCALE -- FISCAL YEARS 2000 AND 2001 ...	3
6. MODIFICATION OF UNIFORM WAGE SCALE -- FISCAL YEAR 2002	4
7. SCHEDULED PAY RATES.....	6
8. WORKWEEK	7
9. DESIGNATION OF MEAL PERIODS	7
10. HOLIDAYS AND HOLIDAY PAY (OPERATIONAL DUTY COMMANDER - ODC).....	7
11. SHIFT DIFFERENTIAL (OPERATIONAL DUTY COMMANDERS)	7
12. LEAVE PROVISIONS	8
13. EDUCATIONAL INCENTIVE PAY	11
14. CONTRIBUTION TO RETIREMENT TRUST FUND.....	11
15. CLOTHING ALLOWANCE	11
16. FITNESS INDICATOR TEST (FIT) PROGRAM	12
16. PHYSICAL AGILITY TEST.....	12
17. DEATH AND DISABILITY BENEFITS.....	12
18. GROUP HEALTH INSURANCE AND GROUP LIFE INSURANCE BENEFIT (BENEFLEX).....	12
19. LIFE INSURANCE.....	13
20. WORKERS' COMPENSATION.....	14
21. UNEMPLOYMENT INSURANCE.....	14
22. INCENTIVE AWARDS	14
23. PENSION PLAN.....	14
24. PAY PLAN POLICY STATEMENT	16

1. MERIT STEP INCREASE

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

B. Effective beginning on July 1, 1999, any police official covered by this Salary Schedule, hired before July 1, 1996, who completes eighteen (18) years of actual and continuous service as defined in the Police 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 upon which the official has completed eighteen (18) years of service, and the official's anniversary date will be changed, if necessary, to reflect his/her date of hire.

2. COST OF LIVING ADJUSTMENTS

Effective the first full pay period beginning on or after July 1, 2002, employees covered by this Salary Schedule will receive a three and one half percent (3 1/2%) increase in their base hourly rate of pay.

3. UNIFORM WAGE SCALE

A. The Uniform Wage Scale described below, and the Scheduled Pay Rates in effect as of July 1, 1999, as reflected in Section 6 of this Salary Schedule shall remain in effect until June 30, 2001.

NOTE: Effective June 5, 1990, the Chief Administrative Officer authorized Deputy Directors (Lieutenant Colonels) and the Director (Police Chief) to receive all of the benefits of this Salary Schedule P-O, except payment of wages under the Uniform Wage Scale. Lieutenant Colonels and the Chief are, therefore, paid wages at the Deputy Director (G-35) and Director (G-38) pay respectively, grades on Salary Schedule "G".

B. DESCRIPTION OF THE UNIFORM WAGE SCALE

1. For each rank of police official in the Police Officials' Salary Schedule there is established a pay grade containing fifteen (15) pay rates (steps) ranging from Step 0 through Step 14: Police Captain - L06; and Police Major - L07.

2. The percentage value of each interval between steps is three and one-half percent (3.5%) from Step 0 through Step 11 and three percent (3%) for the three remaining intervals from Step 11 through Step 14.

3. An employee will be eligible to advance to the next step for his/her rank on his/her anniversary date at the rate of one step per year up to and including Step 12, provided that he/she receives at least a satisfactory performance evaluation for the preceding year. After reaching Step 12, an official 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.

4. Employees covered by this Salary Schedule and hired before July 1, 1987 will keep the anniversary dates that they held on July 1, 1987 for as long as they are continuously employed. Employees hired on or after July 1, 1987 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. Effective June 30, 1996, the County will adjust the employee's anniversary date to the earlier of the employee's date of hire or current anniversary date.

5. Upon promotion, an employee's salary rate shall be increased to that of the corresponding pay step for the promotional grade (that is, a ten percent (10%) increase).

C. IMPLEMENTATION OF THE UNIFORM WAGE SCALE

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

2. However, an official 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 official 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.

3. On their anniversary dates during Fiscal Year 1990, all officials will receive a one step anniversary increase (either three and one-half percent (3 1/2%) or three percent (3%), depending on their July 2 placement on the Uniform Wage Scale) to the next step on the Uniform Wage Scale unless the official is at Step 14.

4. Fiscal Year 1991. On their anniversary dates during Fiscal Year 1991, an official below the step which would be warranted by his or her years of service will be placed at that Step. An official who was 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.

4. MODIFICATION OF UNIFORM WAGE SCALE - EFFECTIVE JULY 1, 1994

A. Effective July 1, 1994, the Uniform Wage Scale described in Section III above, is modified as follows:

1. DESCRIPTION OF MODIFIED UNIFORM WAGE SCALE

a. For each rank of police official in the Police Officials' Salary Schedule there is established a pay grade containing fifteen (15) pay rates (steps) ranging from Step A through Step O: Police Captain - L06; and Police Major - L07. The percentage values of the intervals between the steps are three and one-half percent (3.5%) from Step A through Step K and three percent (3%) for the remaining intervals from Step K through Step O.

b. Officials in the ranks of Police Captain and Police Major will be eligible to advance to the next step for their rank on their anniversary date at the rate of one step per year up to and including Step M (after thirteen (13) years) provided he or she receives at least a satisfactory performance evaluation for the preceding year. After reaching Step M, officials in the ranks of Police Captain through Police Major will be eligible to advance to Step N after two (2) years of service (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).

c. Upon promotion, an employee's salary rate shall be increased to that of the corresponding pay step (for example, Step J to Step J) for the promotional grade (that is, a ten percent increase).

2. IMPLEMENTATION OF MODIFIED UNIFORM WAGE SCALE

a. On July 1, 1994, every official 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 official's salary rate on June 30, 1994.

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

c. On June 25, 1995, any official 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.

5. MODIFICATIONS OF UNIFORM WAGE SCALE -- FISCAL YEARS 2000 AND 2001

A. Effective July 1, 1999, anniversary dates will be adjusted to the official's date of hire (as a police official, with certain exceptions) if different from his/her current anniversary date, so that all officials receive their merit steps on the first day on which the official has the required years of service.

B. Effective the first full pay period beginning on or after July 1, 1999, Step M of the Uniform Wage Scale for grades L-06 (Police Captain) through L-07 (Police Major) shall be applicable after thirteen (13) years of service, Step N shall be applicable after fourteen (14) and fifteen (15) years of service, Step O shall be applicable after sixteen (16) and seventeen (17) years of service, and a new Step P (at 3% higher than Step O) shall be applicable after eighteen (18) years of service.

C. Effective the first full pay period beginning on or after July 1, 2000, the interval for grades L-06 (Police Captain) through L-07 (Police Major) between Step B to Step C shall be increased from three and one half percent (3.5%) to four percent (4%), such that all steps at Step C and above on the Uniform Wage Scale shall be increased by one-half of one percent (0.5%).

6. MODIFICATION OF UNIFORM WAGE SCALE -- FISCAL YEAR 2002

Effective July 1, 2001, the rates for Step A of the Uniform Wage Scale for grades L06 and L07 (Police Captain and Police Major) shall be increased by ten percent (10%). Each subsequent interval (Steps A to B, B to C, through O to P) on the Uniform Wage Scale for the ranks of Police Captain and Police Major (L06 – L07), will be reduced by one half of one percent (0.5%) at each Step.

Consequently, the following rates will be established for Steps B through P on the Uniform Wage Scale:

The rates for Step B, for the ranks -- Police Captain and Police Major -- (L06 - L07), shall be established three percent (3%) above Step A.

The rates for Step C, for the ranks -- Police Captain and Police Major -- (L06 - L07), shall be established three and one-half percent (3.5%) above Step B.

The rates for Step D, for the ranks -- Police Captain and Police Major -- (L06 - L07), shall be established three percent (3%) above Step C.

The rates for Step E, for the ranks -- Police Captain and Police Major -- (L06 - L07), shall be established three percent (3%) above Step D.

The rates for Step F, for the ranks -- Police Captain and Police Major -- (L06 - L07), shall be established three percent (3%) above Step E.

The rates for Step G, for the ranks -- Police Captain and Police Major -- (L06 - L07), shall be established three percent (3%) above Step F.

The rates for Step H, for the ranks -- Police Captain and Police Major -- (L06 - L07), shall be established three percent (3%) above Step G.

The rates for Step I, for the ranks -- Police Captain and Police Major -- (L06 - L07), shall be established three percent (3%) above Step H.

The rates for Step J, for the ranks -- Police Captain and Police Major -- (L06 - L07), shall be established three percent (3%) above Step I.

The rates for Step K, for the ranks -- Police Captain and Police Major -- (L06 - L07), shall be established three percent (3%) above Step J.

The rates for Step L, for the ranks -- Police Captain and Police Major -- (L06 - L07), shall be established two and one-half percent (2.5%) above Step K.

The rates for Step M, for the ranks -- Police Captain and Police Major -- (L06 - L07), shall be established two and one-half percent (2.5%) above Step L.

The rates for Step N, for the ranks -- Police Captain and Police Major -- (L06 - L07), shall be established two and one-half percent (2.5%) above Step M.

The rates for Step O, for the ranks -- Police Captain and Police Major -- (L06 - L07), shall be established two and one-half percent (2.5%) above Step N.

The rates for Step P, for the ranks -- Police Captain and Police Major -- (L06 - L07), shall be established two and one-half percent (2.5%) above Step O.

7. SCHEDULED PAY RATES

SCHEDULE P-0
UNIFORM WAGE SCALE
EFFECTIVE JULY 14, 2002
FOR POLICE OFFICIALS
PRINCE GEORGE'S COUNTY, MARYLAND

STEP	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P
YRS SERVICE	1	2	3	4	5	6	7	8	9	10	11	12	13	14-15	16-17	18+
L06 – Police Captain																
HOURLY	29.4355	30.3186	31.3798	32.3212	33.2908	34.2896	35.3182	36.3778	37.4691	38.5932	39.7509	40.7447	41.7634	42.8075	43.8777	44.9746
BIWEEKLY	2,354.84	2,425.49	2,510.38	2,585.69	2,663.26	2,743.16	2,825.46	2,910.22	2,997.53	3,087.45	3,180.07	3,259.58	3,341.07	3,424.60	3,510.21	3,597.97
ANNUAL	61,226	63,063	65,270	67,228	69,245	71,322	73,462	75,666	77,936	80,274	82,682	84,749	86,868	89,040	91,266	93,547
L07 – Police Major																
HOURLY	32.3789	33.3503	34.5176	35.5531	36.6197	37.7182	38.8498	40.0153	41.2158	42.4523	43.7259	44.8190	45.9395	47.0881	48.2653	49.4719
BIWEEKLY	2,590.32	2,668.02	2,761.40	2,844.25	2,929.57	3,017.46	3,107.98	3,201.22	3,297.26	3,396.18	3,498.07	3,585.52	3,675.16	3,767.04	3,861.22	3,957.75
ANNUAL	67,348	69,369	71,797	73,950	76,169	78,454	80,808	83,232	85,729	88,301	90,950	93,224	95,554	97,943	100,392	102,901

The hourly rates are the July 1, 2001 rates multiplied by 103.5%. For administrative purposes, the hourly rates are the controlling rates. Biweekly rates are the hourly rates multiplied by 80 and rounded to the nearest cent. Annual rates are the hourly rates multiplied by 2080 and rounded to the nearest dollar.

8. WORKWEEK

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

9. DESIGNATION OF MEAL PERIODS

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

10. HOLIDAYS AND HOLIDAY PAY (OPERATIONAL DUTY COMMANDER - ODC)

A. The Personnel Law establishes the regular holidays for County employees including those employees covered by this Salary Schedule. "Police Memorial Day," will be recognized and observed on May 15 of each year as a County holiday for employees covered by this Salary Schedule. Eligible employees shall receive straight time pay for each of the designated holidays on which they perform no work.

B. ODCs who work on a core holiday (New Year's Day, Independence Day, Thanksgiving Day, and Christmas Day) 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 employee's regular overtime rate (i.e., no pyramiding).

C. If the ODC works on any of the remaining holidays, the ODC may elect to receive one and one-half (1 1/2) times the officer's base rate of pay plus one-half (1/2) of the number of hours in the officer's normal daily work schedule in annual leave or to receive straight time for hours worked plus compensatory leave at the straight time rate for hours worked plus annual leave for one-half (1/2) of the number of hours worked.

D. If the holiday falls on the ODCs normally scheduled day off, the ODC will not receive an extra day's pay, but the ODC may elect another day off or one-half (1/2) the number of hours in the ODCs normal daily work schedule in annual leave.

11. SHIFT DIFFERENTIAL (OPERATIONAL DUTY COMMANDERS)

A. Effective the first full pay period beginning on or after July 1, 2001, a shift differential of two dollars and fifty cents (\$2.50) per hour shall be paid for all time worked on the first (1st) shift (i.e., the night shift - 2200 hours to 0800 hours) to each employee specifically assigned to work the first (1st) shift. Effective the first full pay period beginning on or after July 1, 2002, the first (1st) shift differential will be increased to two dollars and sixty cents (\$2.60) per hour.

B. Effective the first full pay period beginning on or after July 1, 2001, a shift differential of one dollar and forty-five cents (\$1.45) per hour shall be paid for all time worked on the third (3rd) shift (i.e. the evening shift, beginning at 1500 hours) to each employee specifically

assigned to work the third (3rd) shift. Effective the first full pay period beginning on or after July 1, 2002, the third (3rd) shift differential will be increased to one dollar and fifty cents (\$1.50) per hour.

C. The shift differential shall not be considered to be part of the employee's base rate, nor shall they be applied to pay for non-productive hours such as holiday pay and annual and sick leave pay, nor shall they be used for the purpose of computing retirement deductions, retirement and insurance benefits, or educational incentive pay.

D. 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.

E. Any employee specifically assigned to the second shift (i.e., the day shift - 0700 hours to 1700 hours) shall not be entitled to a shift differential.

F. Evening shift differential commences at 1500 hours (3:00 p.m.), as long as four (4) or more hours of the normal workday fall after 1500 hours. For example, a workday commencing at 1200 hours and ending at 2000 hours entitles the employee to payment for five (5) hours of evening shift differential. The following table depicts this payment schedule:

<u>Hours Worked</u>	<u>Hours Paid Evening Shift Differential</u>
0900-1700	0
1000-1800	0
1100-1900	4 (4 hours past 1500)
1200-2000	5 (5 hours past 1500)
1300-2100	6 (6 hours past 1500)
1400-2200	7 (7 hours past 1500)
1500-2300	8

G. Operational Duty Commanders who are required to work overtime shall not be eligible to receive shift differential or overtime pay for those overtime hours.

12. LEAVE PROVISIONS

A. Sick Leave and Bereavement Leave

1. Sick Leave and Bereavement Leave policies shall be administered in accordance with the Personnel Law except that the first three days of bereavement leave taken upon the death of a parent, spouse or child will be administrative leave rather than sick leave.

2. All full-time employees earn four and one half (4 1/2) hours of sick leave each pay period with a periodic adjustment to ensure that each employee earns fifteen (15) days of sick leave each year throughout the duration of County Service. Each such day shall constitute eight (8) hours.

B. Annual Leave

1. Annual leave policies shall be administered in accordance with the Prince George's County Personnel Law, that is, full-time employees shall earn annual leave on the following basis:

Zero (0) through three (3) years of service	Four (4) hours per pay period
Four (4) through fifteen (15) years of service	Six (6) hours per pay period with periodic adjustment to ensure that each employee earns twenty (20) days
After fifteen (15) years of service and above	Eight (8) hours per pay period

2. 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).

3. 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 B.2., above or in excess of the one hundred thirty (130) day maximum formerly allowed in the Salary Schedule.

4. 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 Police 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.

C. Sick and Annual Leave Disposition Upon Separation

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

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

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

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

1. Upon separation from employment, employees who participate in the pension plan may elect to receive a cash payment for the remainder of their annual leave hours that were accumulated as of the end of the 1996 leave year or for up to three hundred sixty (360) hours of accumulated annual leave, whichever is greater. Any remaining amount would be applied toward service credit in the pension plan as provided in Article 23 of the collective bargaining Agreement, between Prince George's County, Maryland and the Fraternal Order of Police, Lodge 89, as amended from time to time. (the Agreement)

2. Notwithstanding subparagraph 1., immediately above, upon separation from employment because of service-related disability, an employee with less than twenty (20) years of service will be permitted to receive payment for all annual leave (old and new).

d. 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 January 4, 1997. However, if a police officer 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.

e. For individuals who participate in the pension plan, 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 service credit under the pension plan as provided in Article 23 (Pension Plan) of the collective bargaining Agreement. However, officers 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 d., immediately 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.

D. Family and Medical Leave

Employees covered by this Salary Schedule are entitled to family leave as provided in the County Personnel Law.

E. Personal Leave

Twelve (12) hour of personal leave -- including the four (4) hours granted in lieu of General Election Day --shall be granted to all employees eligible for annual leave.

F. Discretionary Leave

1. Employees covered by this Salary Schedule shall be eligible for sixteen (16) hours of Discretionary Leave per wage reporting year. Discretionary Leave must be requested and approved in advance, and unused Discretionary Leave cannot be carried over from one year to the next.

2. Employees covered by this Salary Schedule who have been employed as Prince George's County Police Officers for ten (10) or more years shall be eligible for fourteen (14) hours of Discretionary Leave per wage reporting year in addition to the sixteen (16) hours of Discretionary Leave described in subparagraph 1 above, subject to the same limitations described in subparagraph 1 above.

G. Disability Leave

When an employee is injured on the job and unable to work, the employee will be placed on disability leave. Where the illness or injury subsequently is determined to be non-service connected or of such a nature as not to require the employee to remain off of work, the employee will be returned to work but not backcharged sick or annual leave for the period of time the employee was on disability leave.

H. Administration of Leave

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

13. EDUCATIONAL INCENTIVE PAY

This program remains in effect. Refer to Article XVIII (Educational Incentive) contained in the F.O.P. 89 labor Agreement in effect during the period from July 1, 1996 through June 30, 1999.

14. CONTRIBUTION TO RETIREMENT TRUST FUND

The employee contribution to the retirement trust fund is five and one-half percent (5 1/2%) of salary.

15. CLOTHING ALLOWANCE

A. All clothing allowances provided for herein are for the purchase of clothing and leather goods to supplement the uniform items issued, routine uniform maintenance, and replacement of uniform items rendered unserviceable through normal wear and tear. Replacement of uniform items damaged during the performance of duty will be accomplished pursuant to departmental policy. New uniform items required by a change in the uniform will be provided by the Department at no cost to the officer. All clothing allowances paid pursuant to this Salary

Schedule shall be disbursed in advance in one (1) installment in July of the applicable fiscal year. Charging uniform purchases against an advance payment is discontinued.

B. A clothing allowance of one thousand one hundred dollars (\$1,100.00) shall be disbursed during Fiscal Year 2003.

16. FITNESS INDICATOR TEST (FIT) PROGRAM

A. Based on the standards in effect on March 1, 1989, the County will compensate employees who pass (minimum score of two (2)) the four (4) objective components (run, sit-ups, push-ups, and flexibility) of the annual Fitness Indicator Test according to the following schedule:

Average score of 3 or better	\$100
Average score of 4 or better	\$200
Average score of 5 or better	\$400

The Fitness Indicator Test Program is a voluntary program for incentive pay.

16. PHYSICAL AGILITY TEST

A. Officers hired on or after July 1, 2001 must successfully pass the Physical Agility Test in effect as of January 1, 2001 as described in Attachment C of the Agreement. Successful completion of this test shall be mandatory for officers seeking merit or promotional salary increases.

B. Effective July 1, 2001, an employee's test results will be maintained in both his/her official and his/her departmental personnel files.

C. The County agrees to hold harmless and indemnify FOP 89 for any liability arising from the application of this Section.

17. DEATH AND DISABILITY BENEFITS

A. The County will administer Death and Disability benefits in accordance with the Personnel Law and Article 101 of the Annotated Code of Maryland.

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

18. GROUP HEALTH INSURANCE AND GROUP LIFE INSURANCE BENEFIT (BENEFLEX)

A. Beginning with calendar year 2000, employees covered by this Salary Schedule may participate in the County's Beneflex Program. The Beneflex Program will be an option for all officers and will be fully explained during seminars prior to the enrollment period toward the end of 1999.

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

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

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

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

5. The County has agreed to extend this provision regarding contributions to the County Deductible prescription drug and vision care programs 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 retirees constitute mandatory subjects of bargaining.

6. The County agrees to meet and consult with the F.O.P. for a reasonable period of time before implementing changes in health benefits provided to employees covered by this Salary Schedule. The parties shall establish a committee for purposes of these discussions if either party deems it desirable.

C. Two Dental Plans are available to employees, the cost of which is paid by the employee if the employee elects to enroll in either of the plans.

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

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

19. LIFE INSURANCE

The County shall contribute one hundred percent (100%) of the monthly premium for County life insurance for each employee in the amount of two (2) times the employee's annual salary up to a maximum of one hundred thousand dollars (\$100,000.00). Employees may choose to increase their life insurance from one (1) to four (4) times their annual salary up to a total of seven hundred thousand dollars (\$700,000.00) including the base amount provided by the

County. Employees will pay for the increased coverage at rates based on their age. Employees may choose to reduce their life insurance to one times their annual salary and receive a credit.

20. WORKERS' COMPENSATION

The County will provide at its own cost all benefits due to an employee pursuant to the Maryland Workers' Compensation Law, Title 9 of the Maryland Labor and Employment Code Annotated.

21. UNEMPLOYMENT INSURANCE

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

22. INCENTIVE AWARDS

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

23. PENSION PLAN

Prior to July 1, 1992, officers who participate in Pension Plan A (the Old Plan) will be afforded the opportunity to transfer to Pension Plan B (the New Plan) and commence participation in Plan B effective July 1, 1992. The election of any officer who so chooses Plan B is irrevocable. The two Plans are described as follows:

PLAN A

The benefits payable under Plan A are the benefits payable under the pension plan that was in effect prior to the enactment of the Agreement, except that:

For each additional year of service over twenty (20) years, the pension benefit shall be increased by two and one-half percent (2 1/2%) up to a maximum benefit of seventy- five percent (75%) (i.e., after thirty (30) years of service).

For a sixty-day window period following the effective date of the Agreement, officers who participate in Pension Plan A will be afforded the opportunity to transfer to Pension Plan B and commence participation in Plan B effective July 1, 1997, provided that (1) the election of any officer who chooses to transfer to Plan B is irrevocable and (2) the officers choosing to transfer from Plan A to Plan B shall pay the additional costs, if any, imposed on the Pension Plan by these transfers in the form of additional employee contributions to the retirement system over a period of up to five years. These additional costs, if any, will be calculated by the actuaries and disclosed to all officers in Plan A prior to the sixty-day window period.

Effective July 1, 1999, a one-time election will be provided to officers in Pension Plan A to select a variation providing an increase in normal retirement benefit from fifty percent (50%) to

fifty-two percent (52%) and a decrease in service connected disability retirement benefits from seventy percent (70%) to sixty-four percent (64%).

Effective July 1, 2001, a one-time election will be provided to officers in Pension Plan A or the variation of Plan A. For officers still in Plan A, they may select a variation providing an increase in normal retirement after twenty (20) years of service from 50% or 52%, while service-connected disability retirement under this Pension Plan A shall be decreased from 70% or 64%. For officers already in the variation of Plan A, they may select another variation providing an increase in normal retirement after twenty (20) years of service from 52 to 54%, while service-connected disability retirement under this variation of Plan A shall be decreased from 64% to 60%.

PLAN B

The normal retirement benefit (i.e., twenty (20) years) is sixty percent (60%) of the high two (2) year average. For each additional year of service the pension benefit shall be increased by two and one-half percent (2.5%) up to a maximum of eighty-five percent (85%) (i.e., after thirty (30) years of service). The retirement benefits for non-line-of-duty disability shall continue to be fifty percent (50%). The retirement benefits for officers with less than twenty (20) years of service for line-of-duty disability is seventy percent (70%) for the first one year (first twelve (12) monthly payments) of benefit payments, and then is reduced to fifty-five percent (55%) thereafter. Officers with twenty (20) or more years of service are not eligible for this disability benefit.

An officer who is permanently and totally disabled in the line of duty such that he/she is unable to perform the duties of any occupation will receive a ninety percent (90%) disability benefit regardless of years of service. The loss of both hands, or both arms, or both feet, or both legs, or both eyes, or any two thereof, in the line of duty, creates a rebuttable presumption that the officer is totally and permanently disabled within the meaning of this provision.

Officers who are hired after December 31, 1989 will participate in Plan B only with the further modification that line-of-duty disability benefits are fifty-five percent (55%) from the outset (i.e., no one year at seventy percent (70%)).

Subject to approval by the Internal Revenue Service, officers who are in Plan B and are disabled after twenty years of service will remain eligible for disability retirement, and, if they retire due to a service-connected disability after their retirement date, will receive their normal retirement benefit offset by the disability benefit, in addition to the nontaxable disability benefit. For example, an officer with twenty-two (22) years of service is eligible for a normal retirement of sixty-five percent (65%) (sixty percent (60%) for twenty (20) years, five (5) percent for additional two (2) years); if disabled on the job, the officer would receive fifty-five percent (55%) tax free disability benefit and ten percent (10%) taxable pension benefit, instead of current sixty-five percent (65%) taxable pension.

24. PAY PLAN POLICY STATEMENT

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