

COUNTY COUNCIL OF PRINCE GEORGE'S COUNTY, MARYLAND

1997 Legislative Session

Bill No. CB-23-1997

Chapter No. 9

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

Introduced by Council Member Estep

Co-Sponsors

Date of Introduction March 18, 1997

BILL

AN ACT concerning

Collective Bargaining Agreement - Prince George's County

Police Civilian Employees Association

For the purpose of amending the labor agreement by and between Prince George's County and the Prince George's County Police Civilian Employees Association to provide for wages and certain other terms and conditions of employment for personnel classifications certified by the Prince George's County Public Employee Relations Board.

BY repealing and reenacting with amendments:

SUBTITLE 16. PERSONNEL.

Section 16-233(f)(8)

The Prince George's County Code

(1995 Edition).

SECTION 1. BE IT ENACTED by the County Council of Prince George's County, Maryland, that Section 16-233(f)(8) of the Prince George's County Code be and the same is hereby repealed and reenacted with the following amendments:

SUBTITLE 16. PERSONNEL.

DIVISION 19. COLLECTIVE BARGAINING.

Sec. 16-233. General.

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

(8) Declaration of Approval - Prince George's County Police Civilian Employees

Association.

The County Council of Prince George's County, Maryland, having fully considered the labor agreement concluded between Prince George's County and the Prince George's County Police Civilian Employees Association on [September 21, 1995] February 7, 1997, hereby approves said agreement in accordance with the provisions of Section 13A-109 of the Prince George's County Code.

SECTION 2. BE IT FURTHER ENACTED that this Act shall take effect forty-five (45) calendar days after it becomes law.

Adopted this 8th day of April, 1997.

COUNTY COUNCIL OF PRINCE
GEORGE'S COUNTY, MARYLAND

BY:

Dorothy F. Bailey
Chair

ATTEST:

Joyce T. Sweeney
Clerk of the Council

APPROVED:

DATE: _____

BY:

Wayne K. Curry
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

MADE BY AND BETWEEN

PRINCE GEORGE'S COUNTY, MARYLAND

AND

THE PRINCE GEORGE'S COUNTY
POLICE CIVILIAN EMPLOYEES ASSOCIATION

July 1, 1996 through June 30, 1997

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PREAMBLE

This Collective Bargaining Agreement is entered into by Prince George's County, Maryland ("Employer") and the Prince George's County Police Civilian Employees Association ("PCEA") and has as its purpose the promotion of harmonious relations between the Employer and the PCEA; the establishment of an equitable and peaceful procedure for the resolution of differences; and includes the agreement of the parties on rates of pay, hours of work and other terms and conditions of employment for the employees covered hereunder.

ARTICLE I -- RECOGNITION

The Employer recognizes the PCEA as the sole and exclusive bargaining agent of the Civilian Police Employees of the Prince George's County Police Department and of civilian employees in the Vehicle Audit Unit of the Department of Environmental Resources ("DER") in the Unit for which it was certified by the Prince George's County Public Employee Relations Board in case number 73-PG-R-8 and 73-PG-R-9, 75-PG-R-21, and as amended in case numbers 16 39 0030 82, 16 39 00203 85S, 16 39 00383 85S, 16 39 00073 89W and 16 39 00252 90S, for the purpose of negotiating matters of wages, hours, and other terms and conditions of employment. As used in this Agreement, the term "Department" refers to either the Police Department or the Department of Environmental Resources, or both, as is appropriate in the context in which it is used.

ARTICLE II -- ORGANIZATIONAL SECURITY

Section 2.1 Membership. All employees employed on or after the effective date of this Agreement may elect to be members of the PCEA or not to be members of the PCEA. Any employee who elects to be a member of the PCEA shall, pursuant to the provisions of Section 2.2 of this Agreement, remain a member of the PCEA for the duration of this Agreement. Except as provided immediately below, employees covered by this Agreement, who elect not to be members of the PCEA shall be required, as a condition of continued employment to pay a monthly service fee in an amount to be determined by the PCEA that is no greater than the monthly dues paid by members of the PCEA, which fees shall be remitted to the PCEA. Notwithstanding any provision of this Agreement to the contrary, any employee covered by this Agreement who was employed on or before July 1, 1983, and who has never elected to become a member of the PCEA, shall not be subject to the dues deduction and service fee provisions of this Article.

Section 2.2 Dues and Service Fees.

A. Dues and Service Fees. The PCEA, upon the presentation of dues deduction or service fee authorization cards, duly executed by the individual employees covered by this Agreement, shall be entitled to have such employees' membership dues or service fees deducted

from their paychecks on a biweekly basis and remitted to the PCEA. Such authorization shall be irrevocable and automatically renewed from year-to-year thereafter unless revoked by the employee pursuant to Section 13A-108(c) of the Labor Code.

The amounts to be deducted shall be certified to the Employer by the Treasurer of the PCEA and the aggregate deductions of all employees shall be remitted together with an itemized statement to the PCEA.

B. Indemnification. The PCEA shall indemnify and hold the Employer harmless against any and all claims, suits, or other forms of liability that may arise out of or by reason of any action taken or not taken by the Employer under the provisions of this Article.

Section 2.3 PCEA President, PCEA Board of Directors Leave, PCEA Officers/Members Leave and Leave for Negotiations.

A. The President of the PCEA shall be granted a full-time leave of absence from his/her duties for the Police Department, but shall remain on the payroll of the Police Department for the purposes of performing full-time duties as President of the PCEA. During such paid leave, the President shall continue to accumulate seniority and shall receive all benefits as if he/she were fully on duty including, but not limited to, pension accruals and fringe benefits. If the PCEA President is absent from normal duties on approved leave for a period of more than three (3) consecutive days, the PCEA President may designate in writing to the County a PCEA Board member who shall act as PCEA President in his/her absence. The County agrees that upon receipt of written designation by the PCEA President, the County will place on administrative leave the PCEA Board member so designated by the PCEA President in lieu of the President for each day that leave is announced.

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

B. Elected or appointed officers of the PCEA shall be granted administrative leave to attend Board meetings, provided that prior approval from the Chief of Police or the Director of DER, as appropriate, has been secured (his/her approval not being unreasonably withheld) and subject to the limitations of paragraph E. below.

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

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

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

E. The County will provide an administrative leave bank of one hundred twenty-five (125) person days available for use under paragraphs B. and C. above.

Section 2.4 PCEA Communications. The PCEA will be permitted to use the Police Department's courier service, telex and fax for distribution of official PCEA communications.

Section 2.5 PCEA Information Dispersal. The Employer agrees to allow bulletin board space at reasonable locations in each physical structure for PCEA newsletters, notices, and literature.

Section 2.6 Consultation. The Employer agrees to consult with the PCEA before making changes in departmental organization or the Classification Plan which will affect employees covered under this Agreement. Except as provided herein nothing in this Agreement shall be construed as a waiver or modification on the part of the PCEA of its right to bargain as provided by applicable law, and except as provided in this Agreement, nothing herein shall be construed as a waiver or modification of the Employer's right to implement changes in accordance with applicable law.

ARTICLE III -- COMPLIANCE

PCEA agrees that its members shall comply with County rules and regulations, including those relating to conduct and work performance, and that all employees represented by it shall maintain an attitude of civility and politeness to all citizens.

ARTICLE IV -- CAREER ADVANCEMENT

Section 4.1 Filling Vacancies. A "vacancy" is a permanent opening created by the termination, transfer, promotion or retirement of an incumbent bargaining unit employee which the County intends to fill or which is created when the County determines its operational needs require additional bargaining unit employees. Whenever a vacancy occurs, and the County

elects, in its discretion, to fill the vacancy through the competitive process, the County will advertise the specific position to bargaining unit employees by posting a notice at all work locations at places where notices to employees are customarily posted. At the same time, PCEA will be notified of the vacancy. Any employee covered by this Agreement may apply for any vacancy, as defined in this Section 4.1. In the event that a vacancy is to be filled from an existing register, if an employee is not already on the necessary eligibility register, he or she will be afforded the opportunity to take any test required to qualify for the eligibility register.

When a PCEA bargaining unit member applies for a vacancy through the normal competitive process and is determined to be qualified for the position, the name of the qualified PCEA bargaining unit employee will be placed on the list of eligibles sent to the Police Department for its consideration. The Police Department will ensure that any bargaining unit member on any list of eligibles will be granted an interview for the position vacancy.

Section 4.2 Layoffs and Recall.

Should a reduction-in-force become necessary because of lack of work or funds, the elimination of jobs through job consolidation (combining the duties of two (2) or more jobs), the installation of new equipment, the curtailment or replacement of existing facilities, the development of new facilities, or any other reason, the County shall, absent circumstances requiring immediate action, notify the PCEA at least thirty (30) days prior to making the reduction-in-force. However, where circumstances requiring immediate action exist and less than thirty (30) days notice is given, the County will give the PCEA reasonable notice under the circumstances.

ARTICLE V -- PERSONNEL LAW

Anything not covered specifically by this Agreement shall be administered in accordance with the Personnel Law.

ARTICLE VI -- PERSONNEL FILES AND EMPLOYEE ACTION NOTIFICATION

Section 6.1 Personnel Files.

A. Review. By appointment with an appropriate person in the Office of Personnel, the employee, upon presenting his/her identification, shall be permitted to examine his/her personnel file, except as to background information secured prior to employment. The employee shall indicate in writing, to be placed in his/her file, that he/she has examined the same.

At the time of an employee's performance evaluation, the supervisor will discuss with the employee the documentation on which the supervisor is basing the employee's performance evaluation. Thereafter, the Employer will be precluded from relying on any other documentation

(other than that discussed with the employee) to support the employee's performance evaluation at issue unless the documentation relates to events that occurred during the evaluation period and could not have been reasonably discovered by the Employer during the evaluation period.

When an employee is assigned to work under a new supervisor, the employee's former supervisor may pass along from his/her files to the new supervisor written information involving the employee's performance or conduct which relates to events occurring since the employee's last performance evaluation.

B. Expunction. The Employer agrees to remove derogatory information three (3) years old or older from the employee's personnel file, if requested to do so by the employee in writing.

Further, at the employee's written request, records of discipline up to a three (3) day suspension, or its equivalent, will be removed from an employee's personnel file eighteen (18) months after the discipline is administered so long as the employee has not been disciplined for a related offense during the eighteen (18) month period.

Section 6.2 Copies of Employee Action Notification Form. The Employer will provide each employee covered by this Agreement with a copy of any processed Employee Action Notification (EAN) form or its equivalent, which is placed in his/her personnel file. In addition, where individually processed EAN forms are involved -- as distinguished from group processed EANs (for example, those resulting from a cost of living increase) -- the Police Department will distribute the employee copy of the EAN folded and stapled.

ARTICLE VII -- ROSTER

Section 7.1 Personnel Roster. A roster shall be furnished the PCEA by the Employer at the beginning of each fiscal year which lists the name, job title and job location of each employee in the bargaining unit. An updated list will be furnished every six (6) months to the PCEA. This will also include the employee's length of service.

Section 7.2 Personnel Printout. At the beginning of each fiscal year the Employer will provide the President of the PCEA a printout of all bargaining unit members from whom payroll deductions are made under Article II.

Section 7.3 PCEA Officers and Delegates. The PCEA shall supply the Employer, in writing, and shall maintain with the Employer on a current basis, a complete list of all Officers and Delegates.

ARTICLE VIII -- DISCIPLINE

A. Employees covered by this Agreement may be disciplined only for just cause. The parties agree that, in general, a progressive discipline policy shall be followed utilizing the disciplinary methods permitted by the Personnel Law, provided, however, that the parties also

understand and agree that in some instances summary discipline, including discharge, may be warranted instead of progressive discipline. If the Employer has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee in front of other employees or the public.

If in any case the Employer believes that there is just cause to discharge, suspend or fine an employee, or cause the employee to forfeit accrued annual leave, the Employer shall provide notice in writing to the employee and the PCEA (both the President and the Grievance Committee Chairperson) of its intent to take disciplinary action at least five (5) working days in advance of taking such action. One copy of a notice of intent to take disciplinary action shall be hand-delivered to the employee's work station (if possible, hand-delivered to the employee), and another copy of the notice shall also be sent to the employee by certified mail return receipt requested at the employee's last known address shown on the employee's personnel record. The Employer shall make reasonable attempts to hand deliver the notice referred to herein to the employee before sending such notice by mail. The notice will be considered to have been served upon the employee as of the date of mailing. When a notice of intent is served while an employee is on approved sick or annual leave or scheduled day off, the five (5) day period the employee has to respond will begin to run when the employee returns to work.

B. When an employee is to be disciplined in a manner which involves a discussion or some other event other than the delivery of the written notice of discipline, or is to be the subject of an investigatory interview, he/she shall be informed in writing at least five (5) working days prior to the start of the interview (1) of the name, rank or title, and command of the officer or supervisor in charge of the investigation, of the officer or supervisor conducting the interview and the nature of the investigation and (2) of his/her right to have present, upon request, a PCEA representative or other person of his/her choice. This time period may be extended by mutual consent of the Employer and the employee. However, if an immediate interview is required and the designated PCEA representative is unavailable, the employee may select another PCEA representative who can be present during the investigatory interview.

C. The PCEA representative or other person selected by the employee shall be present at all times during the interview or discussion unless waived by the employee. All questions directed to the employee shall be asked by one interviewer.

D. An investigatory interview shall take place at the office of the investigator conducting the investigation and shall be conducted during the employee's normal working hours unless otherwise agreed to by the employee.

E. Where an employee is interviewed more than once with regard to the same investigation, the employee will be permitted to read his/her previous statement(s) before any subsequent interview.

F. When an employee, who has received a final notice of disciplinary action, appeals the disciplinary action according to the procedure contained in Article IX (Grievance and Arbitration Procedure), the employee, upon request, will be provided with a copy of the

investigatory file within five (5) working days after filing the grievance but excluding the identity of any confidential sources and recommendations as to charges, disposition or punishment.

G. When more than one supervisor is involved in a counseling session at one time, the employee being counseled may request that a PCEA member of his/her choice be present and shall be granted a reasonable amount of time to produce that person. But the counseling session will not be delayed beyond the end of the employee's shift because of the unavailability of the member selected to attend. In the event the selected member is unavailable within these guidelines, the counseling session will proceed, but the employee to be counseled may designate another PCEA member who is available to attend.

H. The Employer will not initiate disciplinary action against an employee later than seventy-five (75) calendar days after the occurrence (or after the Employer was aware of the occurrence) of the alleged infraction or violation of Departmental rules or regulations or of the Personnel Law. For the purpose of this Article, to initiate disciplinary action means to issue a written reprimand or to notify the employee of the intent to take some other form of disciplinary action. These time limits shall apply to alleged infractions or violations which affect only the Employer-employee relationship. They shall not apply to alleged violations or infractions which are also criminal violations nor to non-criminal violations which are related to an active criminal investigation.

ARTICLE IX -- GRIEVANCE AND ARBITRATION PROCEDURE

Section 9.1 Definition. Subject to any limitations of existing law, a grievance is defined as a dispute concerning the application or interpretation of the terms of this Agreement or a claimed violation, misinterpretation or misapplication of the rules or regulations of the Employer affecting the terms and conditions of employment.

Section 9.2 Exclusive Procedure. The provisions of this procedure shall be the only grievance procedure applicable to employees covered by this Agreement, except that grievances alleging safety or health issues shall be subject to the procedures of Article XV.

Section 9.3 Grievance Procedure. Grievances shall be presented and adjusted in the following manner:

Step 1. Within ten (10) days after the event giving rise to the grievance, or within the ten (10) days following the time when the employee should reasonably have known of its occurrence, the aggrieved employee, and if the employee desires, the employee's PCEA delegate, may discuss the grievance with the employee's Division Head. The Division Head will attempt to adjust the matter and will respond orally to the employee within two (2) days.

Step 2. If the grievance has not been settled at Step 1, a written grievance may be filed, including the specific relief sought, signed by the aggrieved employee and the employee's PCEA delegate or a member of the PCEA Grievance Committee designated by the President of the PCEA, and presented to the Chief of Police or the Director of DER, as appropriate. The Chief of Police or the Director of DER shall meet with the employee, the PCEA President and the employee's accredited PCEA delegate or member of the PCEA grievance committee in the absence of the delegate, and render a decision in writing no later than ten (10) days after the meeting. The Chief of Police may designate a Deputy Chief or the Director of DER may designate a Deputy Director to carry out the foregoing functions. The ten (10) day period will be extended by up to ten (10) more days if further investigation is required.

Step 3. If the grievance shall have been submitted but not adjusted under Step 2, the PCEA President may request in writing, within ten (10) days after the grievance has been denied at Step 2, that the grievance be submitted to an arbitrator mutually agreed upon by them. The County and the PCEA shall, after execution of this Agreement, select a permanent panel of three (3) arbitrators. The arbitrator appointed to hear and decide any grievance dispute under this Article shall be selected from such panel within ten (10) days after this step has been invoked. The rules of the American Arbitration Association shall govern the conduct of the arbitration hearing. In the event the parties are unable to agree on the selection of an arbitrator or the arbitrators selected are unavailable, the parties shall select an arbitrator under rules provided by the American Arbitration Association.

The decision of the arbitrator shall be final and binding on both parties provided that no provision of this Agreement which is stated to be a matter of policy shall be subject to Arbitration. Any dispute between the parties as to the arbitrability of a grievance shall be decided by the arbitrator. Expenses for the arbitrator's service and proceeding shall be borne equally by the County and the PCEA.

Section 9.4 General Provisions.

A. Appropriate PCEA officials shall be given copies of all answers to grievances hereunder.

B. If a grievance arises from the action of an authority higher than the Division Head, such grievance shall be initiated at the appropriate step of this grievance procedure.

C. All parties shall have the right at their own expense to legal and/or stenographic assistance at all hearings.

D. The fact that a grievance is raised by an employee shall not be recorded in the employee's personnel file or in any file or record utilized in the promotion process, nor shall such fact be used in any recommendations for job placement, nor shall the employee be placed in jeopardy or be subject to reprisal or discrimination for having followed this grievance procedure.

E. Grievances arising as a result of disputes concerning the meaning, interpretation or application of this Agreement, or of a claimed violation, misinterpretation or misapplication of Police Department rules or regulations affecting terms and conditions of employment or a disciplinary action greater than a written reprimand, shall be subject to Step 3, arbitration. The following provisions of the Personnel Law for Prince George's County are also subject to arbitration: 1. Prohibited Personnel Practices (Section 16-110.1) 2. Attendance (Division 2) 3. Performance (Division 11) 4. Disability Separation (Section 16-189) 5. Leave (Division 17).

Where an employee covered by this Agreement has filed a grievance under the County Personnel Law with regard to either the denial of an employee initiated desk audit or the denial of a competitive promotion for which the employee has applied, the union may appeal the grievance from the Personnel Officer to arbitration under this Agreement, but it may not be referred to the Personnel Board.

F. Appeals of grievances not subject to Step 3 may be made by the employee to the appropriate step of the process outlined in the Personnel Law (namely to the Personnel Officer and/or the Personnel Board, as appropriate).

G. The PCEA has the right to file grievances on behalf of bargaining unit members under this grievance procedure.

Section 9.5 Processing Time Limits. The time limits provided under Article IX for the processing of grievances (up to and including arbitration) may be extended upon mutual agreement, but if not so extended, they must be strictly observed. If the grievance is not resolved within the time period provided for in any step, the next step may then be invoked. If the grieving party fails to pursue any steps within the time limits provided (or as mutually extended), he/she shall have no further right to continue the grievance.

Section 9.6 Days Defined. The term "days" as used in this grievance procedure shall mean the weekdays Monday through Friday and does not include Saturdays, Sundays or County holidays.

Section 9.7 Processing Grievances During Working Hours. PCEA representatives referred to in this grievance procedure shall be granted reasonable administrative leave to process grievances pursuant to this Article during working hours.

ARTICLE X -- WAGES AND BENEFITS

Section 10.1 Wages

A. Fiscal Year 1997: No employee covered by this Agreement will receive a cost of living adjustment during the period from July 1, 1996 through June 30, 1997.

B. Anniversary Increases: No employee covered by this Agreement will receive a merit step (anniversary) increase during the period from July 1, 1996 through June 30, 1997.

C. Uniform Wage Scale: During FY95, employees were placed on a new service based Uniform Wage Scale as described in Attachment A, attached hereto. During FY96, the Uniform Wage Scale was modified to provide three additional merit steps with a value of two and one-half percent (2.5%) as set forth in Attachment A, attached hereto.

Section 10.2 Shift Differentials.

A. First Shift.

A shift differential of one dollar and eighty cents (\$1.80.) per hour shall be paid for all time worked on the first (1st) shift (i.e., the night shift, 2300 hours to 0700 hours) to each employee specifically assigned to work the first (1st) shift.

B. Third Shift.

A shift differential of one dollar and forty cents (\$1.40) per hour shall be paid for all time worked on the third (3rd) shift (i.e., 1500 hours to 2300 hours) to each employee specifically assigned to the third (3rd) shift.

C. Employees assigned to work the first (1st) or third (3rd) shift shall receive shift differential pay for all paid status hours, including paid leave hours and holidays. However, for no employees shall shift differentials be used for the purpose of computing retirement deductions, and retirement and insurance benefits.

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 and first shifts, the higher differential rate shall apply for the entire number of hours worked.

E. Any employee specifically assigned to the second (2nd) shift (i.e., the day shift; e.g., 0700 to 1500 hours) shall not be entitled to a shift differential except for non-overtime hours actually worked outside of his/her normally scheduled tour of duty which also fall into the third (3rd) or first (1st) shift.

Section 10.3 Holiday Pay.

A. Holidays and Holiday Compensation.

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

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

Effective November 1, 1996, employees who work on a holiday shall be paid at two (2) times their regular rate of pay for each hour worked (except overtime). Subject to the approval of the Police Department, an employee can elect to receive compensatory leave at up to a double time rate in lieu of pay for hours actually worked on a holiday. (For example, one (1) hour of straight time pay plus one (1) hour compensatory leave for each hour worked on a holiday). Any overtime performed by an employee on a holiday shall be compensated in accordance with the employee's regular overtime rate (i.e., no pyramiding).

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

B. Holiday Work Scheduling.

1. Bargaining unit members assigned to work shift work are entitled to the opportunity to work all holidays on which they are normally scheduled to work, and will be paid for those holidays actually worked pursuant to the provisions of subparagraph A of this Section 10.3.
2. Bargaining unit members assigned to permanent day work positions are entitled to the opportunity to work at least four (4) holidays during each fiscal year and will be paid for those holidays actually worked pursuant to the provisions of subparagraph A of this Section 10.3. The determination as to which observed holidays bargaining unit members covered by this subparagraph B. 2. are actually scheduled to work will be determined by the Department, consistent with operational needs.

C. Holiday Observance.

Whenever New Year's Day, Police Memorial Day, Independence Day, Veteran's Day or Christmas Day falls on a weekend and is celebrated by the County on the preceding Friday or following Monday, employees who work either on the day the holiday falls or on the day it is celebrated shall be treated as working on a holiday for purposes of subparagraph A. above.

Employees who work both the day the holiday falls on and the day it is celebrated shall be entitled to subparagraph A. benefits only as to the first such scheduled day to work.

Section 10.4 Overtime Pay. Any employee who is in a paid status in excess of forty (40) hours in a workweek will receive pay at the rate of one and one-half (1 1/2) times his/her regular rate for each overtime hour or ten (10) minute fraction thereof worked. At the option of the employee and with the approval of the County (which will not be unreasonably withheld), an employee eligible for compensatory time under applicable law may elect to receive compensatory leave at the rate of one and one-half (1 1/2) hours for each overtime hour worked.

Overtime shall be available to anyone within the division who is qualified in that class of work, including civilian supervisors covered by this Agreement.

Section 10.5 Call Back Pay. Any employee who is called back to work from off-duty, and who does in fact perform duties on behalf of the Prince George's County Police Department during his/her normal off-duty hours, shall be paid for a minimum of three (3) hours at one and one-half (1 1/2) times his/her regular rate of pay beginning at the time the employee was contacted. This provision shall not apply to disciplinary procedures.

If an employee is called at home by the Employer and required to perform work at home on behalf of the Department during his/her normal off-duty hours, he/she will be compensated for the work performed at the overtime rate.

Section 10.6 Acting Pay. When an employee is assigned by the Employer to perform in an acting capacity substantially all the duties and responsibilities of any other position with a higher grade and does in fact assume the duties of that position for a period of ten (10) consecutive days or more (including scheduled days off, approved holidays, approved sick leave of two (2) days or less, and approved emergency annual leave, but excluding time for which an employee is otherwise on leave status), he/she shall be paid at the rate of pay equal to the acting position retroactive to the first (1st) day in the acting capacity and he/she shall continue to be paid that rate until relieved of the position.

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

Section 10.7 Standby Compensation. Compensatory leave will be earned by Records Clerks and Evidence Technicians at rate of 6.25% for all hours they are required by the Police Department to stand by from the end of the third (evening) shift of Friday to the beginning of the second (day) shift on Monday morning. An employee called back to work will lose standby compensation for eight (8) hours.

Section 10.8 Court Time Compensation. If, as a result of official actions taken during the normal course of employment with the Department, an employee covered by this Agreement is required to appear in Court while off duty, the employee will be paid a minimum of three (3)

hours pay at one and one-half (1 1/2) times his/her regular rate of pay. For each hour beyond the first three (3) hours that an employee is required to attend court proceedings, the employee shall be paid at the overtime rate.

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

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

Section 10.9 Trainer Pay. Employees who are assigned to provide on the job training to new employees for three months or more will receive a payment of one hundred fifty dollars (\$150) at the completion of training. No trainer may receive more than one hundred fifty dollars (\$150) per fiscal year regardless of the number of employees trained.

Section 10.10 Workhours. The workweek is the seven (7) consecutive day period commencing with the first (1st) shift on Sunday, and ending with the last shift on the following Saturday. The standard number of hours in a workweek shall be forty (40) hours. Although full-time employees assigned to shift work may not work exactly forty (40) hours in a workweek, the number of hours in the workweek of employees on such rotating shifts shall average forty (40) hours a week over the year.

Section 10.11 Work Schedule.

A. The County will provide each shift employee with a copy of his/her annual shift schedule.

Whenever an employee's shift assignment, hours of work or work location is changed, the Employer will provide the employee with at least fourteen (14) calendar days notice before the change is effective. However, the parties also recognize that under emergency circumstances (such as filling in for someone who is absent from work) fourteen (14) days notice may not be possible.

B. There will be established a Joint Study Committee, composed of equal numbers of representatives named by the County and the PCEA, not to exceed a total of three (3) from each party, to study the subject of alternate work schedules (e.g., flex-time, modified workweeks) for employees covered by this Agreement. PCEA members of the Committee shall be granted

reasonable time off with pay from their regularly assigned positions to attend Committee meetings and perform designated Committee work. Such time off shall not be deducted from the leave bank referred to in Article II, Section 2.3 E. The Committee shall report its findings and recommendations to the Chief of Police and to the Director of DER, as appropriate, in writing within five (5) months of the date the Committee is formed. The Chief and the Director of DER, as appropriate, shall consult with the PCEA President concerning the Committee's report.

C. In the event that the regularly scheduled work hours of County police officers assigned to the Bureau of Patrol are permanently changed, the parties agree to refer to the Committee provided for in paragraph B. above (including reconvening the Committee if it has otherwise completed its work) for recommendation to the Chief the issue of whether changes should also be made in the work schedule of civilian station clerks.

Section 10.12 Emergency Closings. 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 the number of hours of compensatory leave (not to exceed twelve (12) hours per employee per twenty- four (24) hour period) equal to the number of hours of administrative leave granted to nonessential County employees. For purposes of this subsection, the County workday will be considered ended at 5:00 p.m.

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.

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

The PCEA will be notified of all delayed openings and emergency closings and a teletype will be initiated.

Joint Study Committee: There will be established a Joint Study Committee, composed of equal numbers of representatives named by the County and the PCEA, not to exceed a total of two (2) from each party, to study the feasibility of inclement weather compensation alternatives during weekends and outside of the normal County workday. The Committee shall report its findings and recommendations to the Chief of Police in writing. The Committee will be formed no later than thirty (30) days after this Agreement is enacted into law and will issue its findings and recommendations within ninety (90) days thereafter.

Section 10.13 Rest Period. Upon approval of the employee's supervisor, consistent with operational necessity, employees covered by this Agreement who are assigned to work twelve (12) hour shifts shall be entitled to one (1) twenty-five (25) minute break per shift in addition to their regular meal period; ten (10) hour shifts, one (1) twenty (20) minute break per shift in addition to their regular meal period; and eight (8) hour shifts, one (1) fifteen (15) minute break per shift in addition to their regular meal period. The Employer will make all reasonable efforts to make sure that employees are permitted to take their breaks.

Section 10.14 Meal Period. Employees covered by this Agreement who work through their regular unpaid meal period (one-half (1/2) hour for eight (8) and ten (10) hour shifts; forty-five (45) minutes for a twelve (12) hour shift) at the direction of management are entitled to be paid for the meal period worked pursuant to Section 10.4, Overtime Pay.

Section 10.15 Group Health Insurance.

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

B. The County shall contribute eighty percent (80%) to the cost of a prepaid group health plan or Health Maintenance Organization (HMO) for any employee who elects to participate in the program. Participating employees shall contribute the remaining twenty percent (20%).

C. The Employer shall contribute ninety percent (90%) to the County's deductible prescription and optical care programs for any employee who elects to participate in either program. The participating employee shall contribute the remaining ten percent (10%).

The County shall contribute to the County's deductible prescription and optical care programs for any employee who retires on or after July 1, 1996 on the same basis that it contributes on behalf of active employees.

D. The County agrees to meet and consult with the PCEA for a reasonable period of time before implementing changes in health benefits provided to employees covered by the agreement. The parties shall establish a committee for purposes of these discussions if either party deems it desirable.

Section 10.16 Group Life Insurance. The Employer agrees to continue its present policy regarding Group Life Insurance.

Section 10.17 Leave of Absence Benefits. When the Chief of Police or the Director of DER, in his discretion, recommends to the County Personnel Officer that a request for leave without pay made by an employee covered by this Agreement be approved, the Chief, or the Director of DER, as appropriate, will send to the employee at his/her home address or have hand

delivered the letter and form appearing at the back of this contract as Attachment B. The responsibility for making arrangements for benefits while on leave without pay is the employee's.

Section 10.18 Driver Training. Employees who are regularly assigned to operate motor vehicles, as a position requirement, shall be assigned to attend a driving course as provided by the County.

Section 10.19 Medical Advisory Board. The PCEA President or his/her designee will sit on the Medical Advisory Board as an observer with regard to cases that pertain to a PCEA represented employee(s).

Section 10.20 Disability Status Review by the Medical Advisory Board. When an employee is sent to a County doctor for examination before a review of his/her disability status by the Medical Advisory Board (MAB), the employee shall be advised by letter of his/her right to submit other medical information to the MAB. The parties have agreed on a letter to be sent for such purposes. A copy of the County doctor's report will be sent to the employee.

ARTICLE XI -- SUPPLEMENTAL RETIREMENT BENEFIT

1. Benefit Accrual and Amounts.

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

a. Benefit accrual is at the rate of 0.4% times the number of years of actual and continuous service the employee has as a full-time Prince George's County employee, to a maximum of twenty-five (25) years of actual and continuous service, multiplied by the employee's average annual compensation, as determined pursuant to paragraph 5, below.

b. Pursuant to paragraph 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 paragraph 5, below.

2. Vesting.

a. Minimum Continuous Service Requirements.

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

b. Vested Benefit.

An employee completing the minimum continuous service requirements of paragraph 2.a., above, shall be entitled to receive a monthly benefit as determined pursuant to paragraph 1, above; provided, however, that no employee terminated for disciplinary reasons will be entitled to any benefit under this Section.

3. Benefit Payment.

The benefit accrued by an employee under either paragraphs 1 or 2, above, shall not be payable until retirement at the earlier age of fifty-five (55) and fifteen (15) years of service or age sixty-two (62) and five (5) years of service; or after thirty (30) years of service regardless of age.

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

4. Funding.

The cost of funding the supplemental retirement benefit for all participating employees, as determined by the Plan's actuary, will be shared on an equal basis by the employees and the County through regular contributions each pay period. In addition, effective the first full pay period beginning on or after September 1, 1996, the employee share will be increased by the lesser of the following two amounts: up to seventy-five one-hundredths of one percent (0.75%) of the employee's salary or the percentage amount actuarially determined to be required to fund the increase in maximum benefit accrual through thirty (30) years of actual and continuous service (See paragraph 7., below).

5. Definitions.

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

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 an employee 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 an employee of Prince George's County.

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

Effective June 30, 1993, the benefit accrual rate in paragraph 1., above, shall be increased from 0.4% to 0.6% per year for up to twenty-five (25) years of service for an increase in normal benefit from ten percent (10%) to fifteen percent (15%).

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

Effective July 1, 1996, the period for computing the maximum benefit in paragraph 6., above, shall be increased from twenty-five (25) years of service to thirty (30) years for an increase in normal benefit from fifteen percent (15%) to eighteen percent (18%).

8. Hold Harmless -- FY96/FY97 Merit

For any employee covered by this Agreement who retires during the period from July 1, 1996 through June 30, 1997, "Average Annual Compensation" as that term is defined in paragraph 5. (Definitions), above, will be calculated as if the employee had received the first step increase, if any, the employee would otherwise have been eligible to receive during the period covering FY96 and FY97 but for the deferral of such step increases in those years.

9. IRS Pickup Plan

The County shall pick up, within the meaning of Section 414(h) (2) of the Internal Revenue Code, the employee contributions required by paragraph 4. (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.

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.

ARTICLE XII -- LEAVE

Section 12.1 Sick Leave Policy. Sick leave policies shall be administered in accordance with the Prince George's County Personnel Law.

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

Section 12.2 Annual Leave Policies.

A. Annual leave policies shall be administered in accordance with the Prince George's County Personnel Law, except as may be provided otherwise below:

B. Annual leave may be taken in fifteen (15) minute increments.

C. 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).

D. 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.

E. Effective beginning with the 1997 leave year, employees who are over the three hundred sixty (360) hours limit at the end of that leave year will be able to convert any annual leave in excess of three hundred sixty (360) hours to new sick leave.

Section 12.3 Sick and Annual Leave Disposition Upon Separation.

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

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:

Upon separation from employment, employees who participate in the Maryland State Retirement Systems (MSRS) may elect to receive a cash payment for the remainder of their annual leave hours that were accumulated as of the end of the 1996 leave year OR up to 360 hours of

accumulated annual leave, whichever is greater. Any remaining amount would be converted to sick leave and could be applied to purchase MSRS pension credit at the applicable rate.

4. For all or any portion of the employee's sick leave balance earned as of the end of the last full pay period of the 1996 leave year, the employee may elect to receive cash payment in an amount equal to the total number of unused sick leave hours multiplied by one-half of the employee's base hourly rate of pay as of January 4, 1997. Sick leave earned beginning the first pay period of Fiscal Year 1997 is not subject to cash payment to the employee upon separation.
5. For individuals who participate in the MSRS plan, sick leave earned beginning with the first pay period in the 1997 leave year is not subject to cash payment but may be used to purchase MSRS pension credit at the applicable rate.
6. 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.
7. Notwithstanding any provision in this Section to the contrary, an employee who has been separated from employment under a separation-disability action pursuant to Section 16-189 if the Personnel Law shall forfeit any sick leave hours accumulated at the time of the employee's separation.

Section 12.4 Leave of Absence. Leave without pay may be granted for up to one (1) year when just cause for such leave is shown by the employee. Such leave shall be requested in writing and shall be subject to approval of the Chief of Police or his designee or the Director of DER or his designee, as appropriate, and such approval shall not be unreasonably withheld. The Chief of Police or the Director of DER has the right to set reasonable limits on such leaves.

Section 12.5 Discretionary Leave. Employees covered by this Agreement are eligible for and may take one (1) day of discretionary leave per wage reporting year. Discretionary leave may not be taken in increments and must be requested with reasonable advance notice and approved prior to use. A day of discretionary leave -- like a day of personal leave and a day of holiday

leave-- shall consist of the number of hours in the employee's regularly scheduled workshift (e.g., 8, 10, 12 hour shifts).

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

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

Section 12.6 Leave Reporting for Employees. When an employee covered by this Agreement uses leave (annual, sick or compensatory), his/her unpaid meal period shall not be included in his/her leave deduction.

Section 12.7 Family and Medical Leave. Employees covered by this Agreement are entitled to family and medical leave as provided in the County Personnel Law. The Chief of Police may also grant the employee additional leave without pay pursuant to the terms of the Personnel Law. Where leave without pay is granted to an employee under this Article, the employee will be advised at the time the leave is granted as to whether or not the employee will be able to return to the job he/she held at the time the leave without pay was requested.

Section 12.8 Bereavement Leave. 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) leave days will be administrative leave days, and the other day will be charged to the employee's accumulated sick leave, annual leave or leave without pay.

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

The Department will designate someone from management who will have responsibility for making a preliminary determination as to whether an injury qualifies for disability leave up to a

maximum of fourteen (14) calendar days or until the necessary documentation is forwarded to the County Office of Personnel and Labor Relations for review, whichever occurs sooner. The Department will make good faith efforts to make the determination within two (2) working days after all reports and necessary documentation are submitted for review.

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.

ARTICLE XIII -- CLOTHING AND MAINTENANCE ALLOWANCE

Section 13.1 Evidence Technicians/Property Clerks.

Fiscal Year 1997: The Employer agrees to furnish each Evidence Technician an initial issue of three (3) pairs of coveralls, a raincoat and a pair of boots for use at crime scenes. The Employer shall also provide an annual maintenance allowance of five hundred dollars (\$500.00) for Evidence Technicians. The Employer also agrees to furnish one (1) pair of coveralls for Property Clerks working in vehicle services.

The Employer will furnish an annual clothing maintenance allowance of one hundred dollars (\$100.00) for Property clerks in the Department of Environmental Resources.

Section 13.2 Public Service Aides.

A. Joint Study Committee: There will be established a Joint Study Committee, composed of equal numbers of representatives named by the County and the PCEA, not to exceed a total of two (2) from each party, to review the design of the uniform worn by Public Service Aides. PCEA members of the Committee shall be granted reasonable time off with pay from their regularly assigned positions to attend Committee meetings and perform designated Committee work. Such time off shall not be deducted from the leave bank referred to in Article II, Section 2.3 E. The Committee shall report its findings and recommendations to the Chief of Police in writing within five (5) months of the date the Committee is formed. The Chief shall consult with the PCEA President concerning the Committee's report.

B. Fiscal Year 1997: Public Service Aides are responsible for the care and maintenance of their uniforms in serviceable condition. To defray the costs of this responsibility the County will provide a five hundred dollar (\$500.00) clothing allowance in each fiscal year.

Section 13.3 Clothing Allowance Disbursement: Clothing allowances payable under this Article XIII will be paid in July each fiscal year covered by this Agreement, and are not included in the employee's base pay for any purposes such as computing holiday pay, annual and sick leave pay, etc.

Section 13.4 Headsets. To defray the cost of maintaining and/or replacing custom made earpieces, the County will provide an annual fifty dollar (\$50.00) earpiece allowance to all employees who are required to use headsets in the performance of their duty.

The County will provide repairs and issue temporary replacements for broken or defective issued headsets.

Section 13.5 Map Books. The County shall provide, annually, one (1) updated map book per desk in each facility where map books are used in the performance of the job.

ARTICLE XIV -- JOB DESCRIPTION

An employee covered by this Agreement will be provided with a copy of his/her current job description at the time of his/her appointment and at the time of his/her annual performance evaluation, and the employee must sign the job description to acknowledge receipt of it. The employee will also be notified when his or her job description is modified. The PCEA will be provided with a copy of all written job descriptions within the bargaining unit.

Any change in an employee's job description shall only be within the scope of the employee's class standard. Whenever a new task or duty becomes a part of an employee's job description and the employee requires training in order to perform the new task or duty, the Department will provide appropriate training. Where the Department provides on-the-job training (OJT), it will train the employees who conduct the OJT. No part of the employee's performance evaluation shall encompass a new task or duty until the appropriate training has been completed.

At the employee's request, a supervisor will provide direction to the employee concerning the priority of assigned tasks which the employee is to perform.

ARTICLE XV -- SAFETY AND HEALTH

A. The promotion of safety and health in the work environment is an important and mutually desirable objective. The County and the PCEA therefore agree to cooperate to the fullest extent in the promotion of safety and health.

B. The County and the PCEA agree to establish a joint Police Department/PCEA Safety and Health Committee for the purpose of promoting job safety and health. The Committee shall consist of four (4) members, two (2) representing the County and two (2) representing the PCEA. The County's representatives shall be a Deputy Chief of Police and a Deputy Labor Commissioner. The PCEA representatives shall be the PCEA President or permanent designee and an additional PCEA member designated by the PCEA President. The Deputy Chief of Police and the PCEA President or permanent designee shall co-chair the Committee.

The Committee shall meet as needed to investigate problems or grievances involving safety and health in the work place as may arise from time to time. Both the County and the PCEA may place safety and health issues on the agenda. Unless the parties agree otherwise, the Committee shall meet not later than ten (10) days after either party has proposed a safety and health problem for Committee consideration. The Committee shall investigate the matter and make a report, including specific recommendations, where appropriate, for consideration by the Chief of Police and/or the Director of DER, as appropriate.

When a condition at the workplace poses an immediate threat to the health or safety of employees covered by this Agreement, the Department will take prompt corrective action to reduce the threat, and the Committee will convene a special meeting to address the health or safety problem not later than three (3) days after the initial corrective action.

C. Within twenty-five (25) working days after receiving the Committee report, the Police Chief and/or the Director of DER, as appropriate, shall notify the Committee in writing of the action the Department proposes to take to correct the alleged unsafe condition.

D. No employee may make a safety claim as a pretext for refusing to carry out a work assignment or for engaging in concerted activity in violation of Article XVI of this Agreement.

E. The parties agree that the procedures outlined above are the sole and exclusive procedures under this Agreement for addressing health and safety issues and that safety and health issues and the provisions of this Article XV are therefore not subject to the grievance and arbitration provisions of this Agreement.

F. The Employer shall provide smoking cessation workshops to employees.

ARTICLE XVI -- NO STRIKE OR LOCKOUT

Section 16.1 The PCEA and its members, individually and collectively, agree that during the term of this Agreement, there shall be no strikes, slow-ups, nor stoppage of work; and the County agrees that there shall be no lockouts.

Section 16.2 In the event of an illegal strike, slow-up or work stoppage, the PCEA shall promptly and publicly disavow such unauthorized conduct, order the employees to return to work and take all steps necessary to bring about a prompt resumption of normal operations.

Section 16.3 The County shall have the right to discipline, by way of discharge or otherwise, any employee who participates in such illegal conduct.

ARTICLE XVII -- SAVINGS CLAUSE

In the event any Article, Section or portion of this Agreement should be held invalid and unenforceable by any Court or higher authority of competent jurisdiction, such decision shall apply to the specified Article, Section or portion thereof specified in the decision; and upon

issuance of such a decision, the Employer and the PCEA agree to immediately negotiate a substitute for the invalidated Article, Section or portion thereof.

ARTICLE XVIII -- NONDISCRIMINATION

The provisions of this Agreement shall be applied in accordance with applicable Federal, State and local laws with regard to discrimination on the basis of race, sex, sexual orientation, marital status, color, religious or political affiliation, country of origin, age or disability. There shall be no discrimination against any employee on account of his/her membership or nonmembership in the PCEA. The PCEA shall share equally with the County the responsibility for applying this Article.

ARTICLE XIX -- PUBLICATION OF AGREEMENT

The Employer, at its expense, agrees to publish this Agreement in convenient form and distribute one (1) copy to each employee and six (6) copies to the PCEA. The Employer further agrees to provide each new employee with a copy of this Agreement at the time of hiring.

ARTICLE XX -- REOPENER

If during Fiscal Year 1997, any County employee covered by a collective bargaining agreement receives (a) a merit increase or (b) a COLA or other similar increase in his/her base hourly rate of pay, then such merit increase or COLA increase shall apply on the same date(s) to all employees covered by this Agreement.

ARTICLE XX -- DURATION

This Agreement shall become effective on July 1, 1996, unless otherwise stated in specific sections, and shall remain in full force and effect until June 30, 1997.

This Agreement shall be automatically renewed from year to year after June 30, 1997 unless either party shall notify the other in writing no later than October 1, 1996 (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 _____, 1997, in Upper Marlboro, Prince George's County, Maryland.

FOR POLICE CIVILIAN
EMPLOYEES ASSOCIATION

FOR PRINCE GEORGE'S COUNTY

Joyce P. Stafford
President

Wayne K. Curry
County Executive

John S. Farrell
Police Chief

ATTACHMENT A

PCEA UNIFORM WAGE SCALE

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O
STEP	0-1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
COMPLETED	0-1	2	3	4	5	6	7	8	9	10	11	12	(13-15)	(16-18)	(19+)

A. Pay Plan Description

1. Pay Plan effective July 1, 1994.

2. 15 Step Plan - Derived as follows -

Step A (or Step 0-1) at Grade T-6 is 3.5% above the existing minimum salary for Grade P-6. Each successive step is 3.5% up to and including Step L. Step L to M is 3% and Steps M to N and N to O are 2.5%.

3. Steps at Grade T-5 will be 5% less than corresponding steps at Grade T-6. The value of the intervals between the grades above grade 6 is 5%.

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

B. Placement & Movement on Wage Scale

1. Current Employees

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

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

- c. Longevity Steps (Steps M, N & O) - Employees whose placement on the scale plus anniversary increase in FY95 results in their being at a step below that warranted by their years of service will have annual step increases until they are at the step which corresponds with their completed years of service. Employees who are placed on the scale during FY95 at a longevity step which exceeds their years of service or who during subsequent years achieve a longevity step which exceeds their years of completed service will not advance to the next longevity step until warranted by their completed years of service.
2. New Hires - Entry level employees hired during FY95 will be hired at Step A (0-1), and will not move to Step B (2) until their anniversary date in FY97.
3. Promotions and Demotions - Upon promotion or demotion, an employee will be placed at the step of the promotional grade which corresponds to his or her step before promotion or demotion (For example, a one grade promotion from T-05 Step H to T-06 Step H; a 2 grade promotion from T-08 Step M to T-10 Step M; or a three grade promotion from T-10 Step K to T-13 Step K).
4. Anniversary Dates - Employees covered by this Agreement and hired before July 3, 1988, will keep the anniversary dates that they held on July 3, 1988 for as long as they are continuously employed. Employees hired on or after July 3, 1988 will have as their anniversary dates the dates of their initial appointment and those anniversary dates will not be changed while those employees are continuously employed.

Additional Pay Steps - Effective July 1, 1995, the wage scale will be expanded to include the following steps at a rate of two and one-half percent (2.5%) per step:

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

1. Scheduled Pay Rates

SCHEDULE P
UNIFORM WAGE SCALE
IN EFFECT JULY 1, 1996
FOR POLICE CIVILIANS
PRINCE GEORGE'S COUNTY, MARYLAND

STEP COMPLETED YRS SERVICE	A 0	B 1	C 2	D 3	E 4	F 5	G 6	H 7	I 8	J 9	K 10	L 11	M 12	N 13	O 14	P 15	Q 16	R 17	S 18
	0	1	2	3	4	5	6	7	8	9	10	11	12	(13-15)	(16-18)	(19-21)	(22-24)	(25-27)	(28-30)
P05																			
HOURLY	7.6675	7.9359	8.2137	8.5012	8.7987	9.1067	9.4254	9.7553	10.0967	10.4501	10.8159	11.1945	11.5862	11.9338	12.2322	12.5379	12.8513	13.1726	13.5019
BIWEEKLY	613.40	634.87	657.10	680.10	703.90	728.54	754.03	780.42	807.74	836.01	865.27	895.56	926.90	954.70	978.58	1003.03	1028.10	1053.81	1080.15
ANNUAL	15,948	16,507	17,084	17,682	18,301	18,942	19,605	20,291	21,001	21,736	22,497	23,285	24,099	24,822	25,443	26,079	26,731	27,399	28,084
P06																			
HOURLY	8.0509	8.3327	8.6243	8.9261	9.2385	9.5619	9.896	10.2430	10.6014	10.9725	11.3566	11.7541	12.1655	12.5304	12.8437	13.1647	13.4938	13.8311	14.1769
BIWEEKLY	644.07	666.62	689.94	714.09	739.08	764.95	791.72	819.44	848.11	877.80	908.53	940.33	973.24	1002.43	1027.50	1053.18	1079.50	1106.49	1134.15
ANNUAL	16,746	17,332	17,939	18,566	19,216	19,889	20,585	21,305	22,051	22,823	23,662	24,449	25,304	26,063	26,715	27,383	28,067	28,769	29,488
P07																			
HOURLY	8.4535	8.7494	9.0557	9.3727	9.7007	10.0403	10.3917	10.7554	11.1318	11.5214	11.9246	12.3420	12.7740	13.1572	13.4862	13.8234	14.1690	14.5232	14.8863
BIWEEKLY	676.28	699.95	724.46	749.82	776.06	803.22	831.34	860.43	890.54	921.71	953.97	987.36	1021.92	1052.58	1078.90	1105.87	1133.52	1161.86	1190.90
ANNUAL	17,583	18,199	18,836	19,495	20,177	20,884	21,615	22,371	23,154	23,965	24,803	25,671	26,570	27,367	28,051	28,753	29,472	30,208	30,964
P08																			
HOURLY	8.8761	9.1868	9.5084	9.8412	10.1857	10.5422	10.9112	11.2930	11.6884	12.0975	12.5209	12.9591	13.4127	13.8150	14.1604	14.5144	14.8773	15.2492	15.6304
BIWEEKLY	710.09	734.94	760.67	787.30	814.86	843.38	872.90	903.44	935.07	967.80	1001.67	1036.73	1073.02	1105.20	1132.83	1161.15	1190.18	1219.94	1250.43
ANNUAL	18,462	19,109	19,777	20,470	21,186	21,928	22,695	23,489	24,312	25,163	26,043	26,955	27,898	28,735	29,454	30,190	30,945	31,718	32,511
P09																			
HOURLY	9.3200	9.6462	9.9838	10.3332	10.6949	11.0692	11.4566	11.8577	12.2727	12.7022	13.1468	13.6069	14.0832	14.5056	14.8683	15.2400	15.6210	16.0115	16.4118
BIWEEKLY	745.60	771.70	798.70	826.66	855.59	885.54	916.53	948.62	981.82	1016.18	1051.74	1088.55	1126.66	1160.45	1189.46	1219.20	1249.68	1280.92	1312.94
ANNUAL	19,386	20,064	20,766	21,493	22,245	23,024	23,830	24,664	25,527	26,421	27,345	28,302	29,293	30,172	30,926	31,699	32,492	33,304	34,137
P10																			
HOURLY	9.7860	10.1285	10.4830	10.8499	11.2296	11.6226	12.0294	12.4504	12.8861	13.3372	13.8039	14.2871	14.7871	15.2308	15.6115	16.0019	16.4019	16.8119	17.2322

BIWEEKLY	782.88	810.28	838.64	867.99	898.37	929.81	962.35	996.03	1030.89	1066.98	1104.31	1142.97	1182.97	1218.46	1248.92	1280.15	1312.15	1344.95	1378.58
ANNUAL	20,355	21,067	21,805	22,568	23,358	24,175	25,021	25,897	26,803	27,741	28,712	29,717	30,757	31,680	32,472	33,284	34,116	34,969	35,843
STEP	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S
COMPLETED	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18
YRS SERVICE	0	1	2	3	4	5	6	7	8	9	10	11	12	(13-15)	(16-18)	(19-21)	(22-24)	(25-27)	(28-30)
P11																			
HOURLY	10.2753	10.6349	11.0072	11.3924	11.7911	12.2038	12.6309	13.0730	13.5306	14.0042	14.4944	15.0017	15.5268	15.9926	16.3924	16.8021	17.2222	17.6528	18.0941
BIWEEKLY	822.02	850.79	880.58	911.39	943.29	976.30	1010.47	1045.84	1082.45	1120.34	1159.55	1200.14	1242.14	1279.41	1311.39	1344.17	1377.78	1412.22	1447.53
ANNUAL	21,373	22,121	22,895	23,696	24,525	25,384	26,272	27,192	28,144	29,129	30,148	31,204	32,296	33,265	34,096	34,948	35,822	36,718	37,636
P12																			
HOURLY	10.7891	11.1667	11.5575	11.9621	12.3808	12.8142	13.2626	13.7268	14.2072	14.7045	15.2192	15.7518	16.3031	16.7923	17.2121	17.6425	18.0836	18.5357	18.9991
BIWEEKLY	863.13	893.34	924.60	956.97	990.46	1025.14	1061.01	1098.14	1136.58	1176.36	1217.54	1260.14	1304.25	1343.38	1376.97	1411.40	1446.69	1482.86	1519.93
ANNUAL	22,441	23,227	24,040	24,881	25,752	26,654	27,586	28,552	29,551	30,585	31,656	32,764	33,910	34,928	35,801	36,696	37,614	38,554	39,518
P13																			
HOURLY	11.3285	11.7250	12.1353	12.5601	12.9997	13.4547	13.9256	14.4130	14.9176	15.4396	15.9800	16.5393	17.1182	17.6317	18.0725	18.5243	18.9874	19.4621	19.9487
BIWEEKLY	906.28	938.00	970.82	1004.81	1039.98	1076.38	1114.05	1153.04	1193.41	1235.17	1278.40	1323.14	1369.46	1410.54	1445.80	1481.94	1518.99	1556.97	1595.90
ANNUAL	23,563	24,388	25,241	26,125	27,039	27,986	28,965	29,979	31,029	32,114	33,238	34,402	35,606	36,674	37,591	38,531	39,494	40,481	41,493
P14																			
HOURLY	11.8949	12.3112	12.7421	13.1880	13.6496	14.1274	14.6218	15.1336	15.6632	16.2114	16.7788	17.3661	17.9739	18.5131	18.9759	19.4504	19.9367	20.4351	20.9460
BIWEEKLY	951.59	984.90	1019.37	1055.04	1091.97	1130.19	1169.74	1210.69	1253.06	1296.91	1342.30	1389.29	1437.91	1481.05	1518.07	1556.03	1594.94	1634.81	1675.68
ANNUAL	24,741	25,607	26,504	27,431	28,391	29,385	30,413	31,478	32,579	33,720	34,900	36,121	37,386	38,507	39,470	40,457	41,468	42,505	43,568
P15																			
HOURLY	12.4897	12.9268	13.3792	13.8475	14.3321	14.8337	15.3529	15.8903	16.4465	17.0221	17.6179	18.2345	18.8728	19.4390	19.9249	20.4231	20.9337	21.4570	21.9934
BIWEEKLY	999.18	1034.14	1070.34	1107.80	1146.57	1186.70	1228.23	1271.22	1315.72	1361.77	1409.43	1458.76	1509.82	1555.12	1593.99	1633.85	1674.70	1716.56	1759.47
ANNUAL	25,979	26,888	27,829	28,803	29,811	30,854	31,934	33,052	34,209	35,406	36,645	37,928	39,255	40,433	41,444	42,480	43,542	44,631	45,746
P16																			
HOURLY	13.1141	13.5731	14.0482	14.5399	15.0488	15.5756	16.1207	16.6849	17.2689	17.8733	18.4989	19.1464	19.8166	20.4110	20.9214	21.4444	21.9805	22.5300	23.0933
BIWEEKLY	1049.13	1085.85	1123.86	1163.19	1203.90	1246.05	1289.66	1334.79	1381.51	1429.86	1479.91	1531.71	1585.33	1632.88	1673.71	1715.55	1758.44	1802.40	1847.46
ANNUAL	27,277	28,232	29,220	30,243	31,302	32,397	33,531	34,705	35,919	37,176	38,478	39,825	41,219	42,455	43,517	44,604	45,719	46,862	48,034
P17																			
HOURLY	13.7691	14.2518	14.7506	15.2669	15.8012	16.3543	16.9267	17.5191	18.1323	18.7669	19.4238	20.1036	20.8073	21.4315	21.9673	22.5165	23.0794	23.6564	24.2478
BIWEEKLY	1101.53	1140.14	1180.05	1221.35	1264.10	1308.34	1354.14	1401.53	1450.58	1501.35	1553.90	1608.29	1664.58	1714.52	1757.38	1801.32	1846.35	1892.51	1939.82
ANNUAL	28,640	29,644	30,681	31,755	32,866	34,017	35,208	36,440	37,715	39,035	40,402	41,815	43,279	44,578	45,692	46,834	48,005	49,205	50,435
P18																			
HOURLY	14.4585	14.9645	15.4882	16.0302	16.5913	17.1721	17.7731	18.3951	19.0390	19.7053	20.3950	21.1089	21.8477	22.5031	23.0656	23.6423	24.2334	24.8392	25.4602
BIWEEKLY	1156.68	1197.16	1239.06	1282.42	1327.30	1373.77	1421.85	1471.61	1523.12	1576.42	1631.60	1688.71	1747.82	1800.25	1845.25	1891.38	1938.67	1987.14	2036.82
ANNUAL	30,074	31,126	32,215	33,343	34,510	35,718	36,968	38,262	39,601	40,987	42,422	43,907	45,443	46,806	47,976	49,176	50,405	51,666	52,957

The rates in effect on July 1, 1995 for steps B-P are the same as the June 25, 1995 rates for steps A-O respectively, as adopted by CR-67-1994. Effective July 1, 1995, the wage scale will be expanded to include a new step A at three and one-half percent (3 1/2%) less than step B, and three additional steps Q, R and S at a rate of two and one-half percent (2 1/2%) intervals from Step P. Upon implementation of the new Cyborg/Payroll system, employees will maintain their current pay rates and will be placed at their appropriate steps. Employees hired on or after the implementation of the new Cyborg Payroll system will come in at step A of their respective pay grades. 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 hourly rates multiplied by 2080 and rounded to the nearest dollar.

ATTACHMENT B

CERTIFIED MAIL
or
HAND DELIVERED

NAME
STREET
CITY/STATE

Dear NAME:

I have received your request for leave without pay from _____ through _____. I have concurred with your request and directed correspondence to the County Personnel Officer for approval. I will notify you of the Personnel Officer's decision as soon as I am informed of it.

Continuation of Health and Life Insurance Coverage. Although it is your responsibility to make arrangements with Payroll/Benefits, Office of Finance, to make whatever payments you may be required to make to continue your health and life insurance coverage, we have contacted Payroll and have attached a form which lists any payments due in order to continue your health and life insurance coverage. You should contact Pensions and Benefits, Office of Personnel at 883-883-6382 if you have further questions.

Continuation of Retirement/Pension Benefits. The State Retirement and Pension Systems have their own rules concerning the continuation of benefits during a leave of absence. Not every County approved leave of absence meets their definitions of leave of absence for the State Retirement and Pension Systems. However, if a leave of absence of more than ten (10) days is approved for personal illness, maternity or paternity, study, service in an employee organization, government sponsored organization, or adoption, you must file the MSRS-46 form (Application To Be Placed On A Qualifying Approved Leave of Absence) with the State Retirement Agency before your leave begins to protect your benefits. If you have not already completed the form, one is attached for your convenience. You should contact Pensions and Benefits, Office of Personnel, at 883-6388 for further information.

Sincerely,

JOHN S. FARRELL
Chief of Police

Enclosure

LEAVE WITHOUT PAY

HEALTH & LIFE INSURANCE
EMPLOYEE PREMIUM PAYMENTS

Name _____ Leave to begin _____

Soc. Sec. No. _____ Leave to end _____

Department/Division _____

Once you begin your leave without pay,

your Health insurance coverage will continue through _____;
date

your Prescription insurance coverage, through _____;
date

your Optical insurance coverage, through _____;
date

your Dental insurance coverage, through _____;
date

and your Life insurance coverage, through _____.
date

In order to continue your coverage, you must make the following premium payments to Prince George's County (Pensions and Benefits, Office of Personnel, 1400 McCormick Drive, Landover, Maryland 20785) by the due date(s) indicated:

<u>Type Coverage</u>	<u>Premium Payment</u>	<u>Date(s) Due</u>
Health Insurance	\$ _____	_____
Prescription Insurance	\$ _____	_____
Optical Insurance	\$ _____	_____
Dental Insurance	\$ _____	_____
Life Insurance	\$ _____	_____

If you have any questions about this payment schedule or your coverages, you may call Pensions and Benefits, at 883-6382.

Prepared by _____

cc: Pensions and Benefits Division