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COUNTY COUNCIL OF PRINCE GEORGE'S COUNTY, MARYLAND

Legislative Session

1992

Bill No. CB-57-

1992

Chapter No.

54

Proposed and Presented by The Chairman (by request -

County

Executive)

Introduced by Council Members Casula and

Bell

Co-Sponsors

Date of Introduction July 7,

1992

BILL

AN ACT concerning

Collective Bargaining Agreement - Prince George's County Police

Civilian Employees Association

FOR the purpose of approving the labor agreement by and between

Prince George's County and the Prince George's County Police

Civilian Employees Association to provide for a wage increase

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

(1991 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George's County, Maryland, that Section 16-233 (f) (8) of the Prince George's County Code be and the same is hereby repealed and reenacted with the following amendments: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 - 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 Prince George's County Police Civilian Employees Association on [April 18, 1990] March 30, 1992, as amended, hereby approves said agreement and the amendments thereto, dated May 6, 1992 and June 26, 1992, in accordance with the provisions of Section 13A-109 of the Prince

George's County Code.

SECTION 2. BE IT FURTHER ENACTED that the provisions of this Act shall supersede the provisions of CB-13-1992.

SECTION 3. BE IT FURTHER ENACTED that this Act shall take effect forty-five (45) calendar days after it becomes law and that the amended provisions of the contract shall be retroactively effective to July 1, 1991.

Adopted this 28th day of July, 1992.

COUNTY COUNCIL OF PRINCE
GEORGE'S COUNTY, MARYLAND

BY:

Richard J. Castaldi
Chairman

ATTEST:

Joyce T. Sweeney
Acting Clerk of the Council

APPROVED:

DATE: _____

BY:

Parris N. Glendening
County Executive

KEY:

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

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into by and between Prince George's County, Maryland (the County) and the Prince George's County Police Civilian Employees Association (PCEA). The purpose of this Memorandum is to amend the parties' collective bargaining agreement covering the period from July 1, 1991 through June 30, 1993 (the Agreement) by providing for the deferral of pay raises and other modifications in wages, hours and other terms and conditions of employment, as set forth below:

1. ARTICLE X (WAGES AND BENEFITS)

The cost of living adjustment scheduled for April, 1992 will be paid as follows:

Effective the last pay period beginning in June, 1992, employees covered by this Agreement will receive a two percent (2%) increase in their base hourly rates of pay.

Effective the first full pay period beginning on or after March 15, 1993, employees covered by this Agreement will receive a two percent (2%) increase in their base hourly rates of pay.

Effective the first full pay period beginning on or after June 1, 1993, employees covered by this Agreement will receive a two percent (2%) increase in their base hourly rates of pay.

Effective the pay period beginning June 27, 1993, employees covered by this Agreement will receive a two percent (2%) increase in their base hourly rates of pay.

2. FY93 FURLOUGHS

ARTICLE IV (CAREER ADVANCEMENT) is modified by adding a new paragraph to Subparagraph (c) Section 4.2 (Layoffs and Recall), as follows:

In the event that employees covered by this agreement may need to be furloughed, said furloughs will be capped at a maximum of two days (16 hours) in fiscal year 1993. These two days may be on holidays at the employees discretion. If taken on a holiday, eight (8) hours of annual leave will be given, but the

employee will not be paid for the holiday. The scheduling of furlough days will be done by management consistent with operational needs and with an effort to accommodate employee preferences.

*See Attached Police Department Guidelines

3. SUPPLEMENTAL PENSION PLAN

ARTICLE XI (SUPPLEMENTAL RETIREMENT BENEFIT) is modified by adding a new paragraph 6., titled "Supplemental Retirement Benefit Plan Modification Effective June 30, 1993" as follows:

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%).

Signed on this _____ day of _____, 1992 in Upper Marlboro, Prince George's County, Maryland.

J. Kay Marcos, President

Parris N. Glendening
County Executive

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

DEPARTMENT GUIDELINES FOR FURLOUGH - JANUARY, 1993

- HOLIDAYS - TAKE FULL HOLIDAY - GET 8 HOURS LEAVE

- NON-HOLIDAY
 - 2 HOUR INCREMENTS

 - NO MORE THAN 2 HOURS A PAY PERIOD
CAN TAKE MORE, BUT NOT REQUIRED TO TAKE MORE
THAN 2 HOURS PAY PERIOD

 - CAN HAVE PAY DEDUCTED AT DIFFERENT TIME THAN
ACTUALLY TAKE TIME OFF.

ADDENDUM TO MEMORANDUM OF UNDERSTANDING

This is an Addendum to the Memorandum of Understanding, dated May 6, 1992, entered into by and between Prince George's County, Maryland (hereinafter referred to as the "County") and the Prince George's County Police Civilian Employees Association (hereinafter referred to as the "PCEA"), which modifies the collective bargaining agreement between the parties for the period from July 1, 1991 through June 30, 1993 (hereinafter referred to as the "Agreement"). The purpose of this Addendum is to modify the provision of the Agreement (Article X, Section 10.1B) providing for the deferral of merit increases in FY93 until the first pay period in May, 1993, by shortening the deferral period until the first pay period in March, 1993. Accordingly, the Agreement is modified as follows:

ARTICLE X (WAGES AND BENEFITS)

Section 10.1 (Wages)

...

B. Anniversary Increases Employees covered by this Agreement who are eligible to receive an anniversary increase during the first eight (8) months of Fiscal Year 1993 will not receive the appropriate anniversary salary rate increase until the first full pay period beginning on or after March 1, 1993. Subsequent anniversary increases will be paid when due.

Signed this _____ day of _____, 1992 in Upper Marlboro, Prince George's County, Maryland.

FOR POLICE CIVILIAN EMPLOYEES
COUNTY,
ASSOCIATION

FOR PRINCE GEORGE'S
MARYLAND

J. Kay Marcos
President

Parris N. Glendening
County Executive

Approved as to Form
and Legal Sufficiency:

AGREEMENT

MADE BY AND BETWEEN

PRINCE GEORGE'S COUNTY, MARYLAND

AND

POLICE CIVILIAN EMPLOYEES ASSOCIATION

July 1, 1991 THROUGH June 30, 1993

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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 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 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 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 two and one-half (2 1/2) 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 (100) 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.

A. 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.

B. If a permanent full-time or permanent part-time employee is laid-off in a reduction-in-force the employee's name shall be placed on a reemployment list and the employee shall have priority reemployment rights to any vacant position in the bargaining unit for which the employee is qualified for a period of two (2) years following the layoff. No new employee shall be hired to fill a vacant position until all employees on lay off status who are qualified to fill said vacant position have been offered reemployment during said two (2) year period following the date of layoff. Any employee covered by this Agreement laid off under a reduction-in-force, who is reemployed in a vacant bargaining unit position, shall have his/her salary at reemployment determined in accordance with Section 16-137 (Salary Rate Upon Reemployment) of the Personnel Law.

C. During the period from July 1, 1991 through June 30, 1993, no employee covered by this Agreement will be laid off.

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 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 an employee, the Employer shall notify in writing the employee and the PCEA (either the President or the Grievance Committee Chairperson) at least seventy-two (72) hours in advance of taking such action.

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 the subject of an investigatory interview, he/she shall be advised of his/her right to have present, upon request, a PCEA representative or other person of his/her choice. Following such request, 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. If necessary, the interview shall be suspended for a period not to exceed three (3) working days until the person so chosen can be present. 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. 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.

D. An employee who is the subject of the investigation, shall be informed in writing prior to the start of the interview 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. All questions directed to the employee shall be asked by one interviewer.

E. Where an employee is interviewed more than once with regard to the same investigation, the employee will be permitted to read his 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 sixty (60) 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.

I. 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-day period the employee has to respond will begin to run when the employee returns to work.

ARTICLE IX

GRIEVANCE AND ARBITRATION PROCEDURE

Sec. 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.

Sec. 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 XIV.

Sec. 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 (7) working 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.

Sec. 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).

Sec. 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.

Sec. 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.

Sec. 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 Years 1992 and 1993: Effective the first full pay period beginning on or after April 1, 1992, employees covered by this Agreement will receive a six and one-half percent (6.5%) increase in their base hourly rates of pay.

B. Anniversary Increases: Employees covered by this Agreement who are eligible to receive an anniversary increase during the first ten (10) months of Fiscal Year 1993 will not receive the appropriate anniversary salary rate increase until the first full pay period beginning on or after May 1, 1993. Subsequent anniversary increases will be paid when due.

C. Wage Scale: The parties have agreed to modify Attachment A to the predecessor agreement. This modified Attachment A, attached hereto and further amended to reflect modifications in FY92 and FY93, describes the administration of Salary Schedule P.

Section 10.2 Shift Differentials.A. First Shift.

Effective the first full pay period beginning on or after July 1, 1988, a shift differential of one dollar and seventy cents (\$1.70) per hour shall be paid for all time worked on the first shift (i.e., the night shift, 2300 hours to 0700 hours) to each employee specifically assigned to work the first shift.

Effective the first full pay period beginning on or after January 1, 1990, a shift differential of one dollar and eighty cents (\$1.80) per hour shall be paid for all time worked on the first shift (i.e., the night shift, 2300 hours to 0700 hours) to each employee specifically assigned to work the first shift.

B. Third Shift.

Effective the first full pay period beginning on or after July 1, 1988, a shift differential of one dollar and thirty cents (\$1.30) per hour shall be paid for all time worked on the third shift (i.e., 1500 hours to 2300 hours) to each employee specifically assigned to the third shift.

Effective the first full pay period beginning on or after January 1, 1990, a shift differential of one dollar and forty cents (\$1.40) per hour shall be paid for all time worked on the third shift (i.e., 1500 hours to 2300 hours) to each employee specifically assigned to the third shift.

C. Employees assigned to work the first or third 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 and first shifts, the employee shall be paid for all such hours at the shift differential rate which coincides with the majority of the hours worked, except that if exactly half the hours worked are in each of the third and first shifts, the higher differential rate shall apply for the entire number of hours worked.

E. Any employee specifically assigned to the second 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 normally scheduled tour of duty which also fall into the third or first 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.

Employees eligible for holiday pay who work on a holiday shall have the options of (a) being paid at one and one-half (1 1/2) times their regular rate of pay for each hour worked (except overtime) in addition to the holiday pay (provided in the preceding paragraph) but shall not receive another day off, (b) being paid at one and one-half times their regular rate of pay for each hour worked (except overtime) and receiving another day off. Subject to the approval of the Police Department, an employee can elect to receive compensatory leave at time and one-half in lieu of pay for hours actually 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 an extra day's pay for the day, or, at the employee's option, 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 day worked.

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-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.

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 beginning with the 1st day 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 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 10.8 Workhours. The workweek is the 7 consecutive day period commencing with the first shift on Sunday, and ending with the last shift on the following Saturday. The standard number of hours in a workweek shall be 40 hours. Although full-time employees assigned to shift work may not work exactly 40 hours in a workweek, the number of hours in the workweek of employees on such rotating shifts shall average forty hours a week over the year.

Section 10.9 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 10.10 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) hours 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 eight (8) 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 alternative worksites for PCEA bargaining unit members when the County is

closed for an entire day because of inclement weather. The Committee shall report its findings and recommendations to the Chief of Police in writing. The Committee will be formed no later than thirty days after this Agreement is enacted into law and will issue its findings and recommendations within ninety (90) days thereafter.

Section 10.11 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 10.12 Meal Period. Employees covered by this agreement who work through their meal period at the direction of management are entitled to be paid for the meal period worked pursuant to Section 10.4, Overtime Pay.

Section 10.13 Group Health Insurance.

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

B. For those employees who elect to enroll in a pre-paid group health plan or Health Maintenance Organization (HMO), the Employer's contribution shall be equal to the Employer's dollar contribution to the health insurance program in subparagraph A. Participating employees shall contribute the dollar difference between the total contribution and the Employer's contribution.

Effective with contributions in June, 1992, for coverage beginning in July, 1992, the County shall contribute eighty-five percent (85%) 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 fifteen percent (15%).

Effective with contributions in June, 1993, for coverage beginning in July, 1993, the County shall contribute seventy-five percent (75%) to the cost of a prepaid group health plan or health maintenance organization (HMO) for any employee who elects to participate in the program. Participating employees shall contribute the remaining twenty-five percent (25%).

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%).

Section 10.14 Group Life Insurance. The Employer agrees to continue its present policy regarding Group Life Insurance.

Section 10.15 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 10.16 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.

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 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 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 years of service; or after thirty (30) years of service regardless of age.

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.

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 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.

ARTICLE XII

LEAVE

Section 12.1 Sick Leave Policy, Incentive and Cashout.
Sick leave policies shall be administered in accordance with

the Prince George's County Personnel Law, except that:

A. Any employee covered by this agreement who has not used sick leave during any one or more of the consecutive twelve week periods covered by this agreement (with the first period running from July 3, 1988 through September 24, 1988) shall be eligible for payment for up to eight (8) hours of sick leave for each such period and those hours so paid will be deducted from the employee's sick leave balance. To qualify for a payment under this section, the eligible employee must notify the County in writing of his/her election within twenty-eight (28) days of the close of any one of the twelve week periods specified herein.

B. Upon separation from County service for non-disciplinary reasons, employees covered by this agreement may elect a lump sum cash payment for unused sick leave calculated by the following formula: multiply the total number of sick leave hours accrued as of the date of separation by the employee's final base hourly rate of pay, and divide the resultant product by two (2).

For employees who elect this payment, a zero sick leave balance shall be recorded upon separation. Such payment election shall be in lieu of crediting sick leave toward the State Retirement System or the State Pension Plan or of retaining a sick leave balance in the event of return to County service.

C. Sick leave may be taken in 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 that a maximum of ninety (90) days of accumulated annual leave may be carried over from one year to the next by an employee covered by this agreement.

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

Section 12.3 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 12.4 Discretionary Leave. During the period from July 1, 1991 through June 30, 1993, employees covered by this Agreement are eligible for and may take one (1) day of

discretionary leave per fiscal year. Discretionary leave may not be taken in increments and must be requested with reasonable advance notice and approved prior to use. Discretionary leave not used by employees during the fiscal year will be forfeited at the end of that year, and in any event will be forfeited if not used prior to separation from County employment.

During the period from July 1, 1991 through June 30, 1993, 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.

Section 12.5 Leave Reporting for Shift Work Employees. When a shift work 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 12.6 Parental Leave.

Employees may take any combination of accrued leave, including paid parental leave provided by the Personnel Law and/or leave without pay, up to ninety (90) days, for parental leave, and such period may be extended at the discretion of the Employer upon the written request of the employee, up to a maximum of one hundred eighty (180) days, (including the first ninety (90) days). 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 12.7 Bereavement Leave. In the event of the death of an employee's spouse, child, stepchild, parent, 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.

ARTICLE XIII

CLOTHING AND MAINTENANCE ALLOWANCE

Section 13.1 Evidence Technicians/Property Clerks.

Fiscal Year 1992 and Fiscal Year 1993: 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) for Evidence Technicians. The employer also agrees to furnish one (1) pair of coveralls for Property Clerks working in vehicle services.

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 1992 and Fiscal Year 1993: 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) clothing allowance in each fiscal year.

Section 13.3 Clothing Allowance Disbursement: Clothing allowances payable under this Article XIII will be paid in two (2) equal installments in July and January of 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 Uniform Study Committee: Communications Division Employees and Station Clerks. 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 four (4) from each party, to study the feasibility of uniforms for Station Clerks and Communications Division employees. 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.

Section 13.5 Headsets. The Employer will provide reimbursement up to a total of fifty dollars (\$50) -- twenty-five dollars (\$25) per earpiece -- during the term of this agreement to employees covered by this agreement who are required to use headsets in the performance of their duty, and who purchase custom made earpieces. Employees requesting such reimbursement shall present proof of purchase to the Employer.

Section 13.6 Map Books.

The County shall provide, annually, one updated mapbook per desk in each facility where mapbooks 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 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 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. 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.

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, marital status, color, religious or political affiliation, country of origin, age or physical handicap. 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

DURATION AND REOPENER

- A. This Agreement shall become effective on July 1, 1991, unless otherwise stated in specific sections, and shall remain in full force and effect until June 30, 1993, unless reopened by the PCEA in accordance with subparagraph B below. This agreement shall be automatically renewed from year to year after June 30, 1993 unless either party shall notify the other in writing no later than October 1, 1992 (or October 1st of any subsequent year thereafter in the case of an automatic renewal) that it desires to terminate, modify or amend this Agreement.
- B. This Agreement may be reopened by the PCEA for the purpose of renegotiating (1) Section 10.01 (Wages) and (2) Section 13.1 and Section 13.2 B. of Article XIII (Clothing and Maintenance Allowance) if both of the following conditions are satisfied: (1) the actual revenues received by the portion of the County's entire General Fund (i.e., the revenue categories of Real Property Tax, Personal Property Tax, Income Tax, Transfer and Recordation Tax, Other Taxes, State Shared Taxes, Licenses and Permits, Use of Money and Property, Charges for Services, Intergovernmental, Miscellaneous, Other Financing Sources, and Outside Sources), but excluding any proceeds from interfund or outside borrowing, for the entire fiscal year 1992 (i.e., from July 1, 1991 through June 30, 1992) exceeds one billion and sixty million dollars (\$1,060,000,000.00) and (2) the PCEA gives notice of its intent to exercise its right to reopen this Agreement under this subparagraph C no later than October 15, 1992. The reopener allowed by this subparagraph C shall be for purposes of renegotiating the two provisions noted above for the fiscal year 1993.
- C. To effectuate the provisions of subparagraph B above, the County shall provide the PCEA, immediately upon their availability and in no event less than two weeks prior to the

October 15, 1991 and October 15, 1992 deadlines referenced above, access to and copies of the nonprivileged financial records of the County to determine the amount of actual revenues received by the County's General Fund during the relevant periods of time referenced above. These financial records may be used by the PCEA and its retained experts for the purposes specified herein, but otherwise shall remain confidential.

Signed on this _____ day of _____, 1992,
in Upper Marlboro, Prince George's County, Maryland.

FOR POLICE CIVILIAN
EMPLOYEES ASSOCIATION

FOR PRINCE GEORGE'S COUNTY

J. Kay Marcos
President

Parris N. Glendening
County Executive

Approved as to form and legal sufficiency

ATTACHMENT A

1. MIN-MAX System:

The MIN-MAX system in effect on June 30, 1991, will continue in effect for all members of the bargaining unit.

A. Merit Steps will have the value of three and one-half percent (3 1/2%).

B. (1) If, upon the granting of a three and one-half percent (3 1/2%) merit increase, an employee's salary rate is one (1%) percent or less from the applicable maximum rate, the employee will have his salary rate adjusted to the applicable maximum rate.

(2) If, upon the granting of a three and one-half percent (3 1/2%) merit increase, an employee's salary rate is greater than one (1%) percent but less than three and one-half percent (3 1/2%) from the applicable maximum rate, the employee, upon the satisfactory completion of one (1) additional year service, will have his salary rate adjusted to the applicable maximum rate.

C. Employees covered by this Agreement and hired before July 3, 1988, will keep the anniversary dates that they hold 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.

D. Upon promotion, an employee's salary rate shall be equivalent to a ten percent (10%) increase over his current rate or the stated minimum for the grade to which he/she is promoted, whichever is greater.

E. Steps for the purpose of demotions, discipline and reallocations shall be at the rate of five percent (5%) and shall be governed by the Personnel Law.

F. Salary Schedules covering the period from July 1, 1991 through June 30, 1993 are attached. Salary Schedule P, which became effective on July 1, 1990, shall remain in effect for the period from July 1, 1991 through April 4, 1992. A new Salary Schedule P will become effective April 5, 1992 and reflects a six and one-half percent (6.5%) increase in the previous rates of pay. Employees who were red-circled at rates of pay beyond the maximum rates in effect on July 14, 1991, will

receive the six and one-half percent (6 1/2%) cost of living increase on April 5, 1992, and will continue to be red-circled.

SALARY SCHEDULE P - IN EFFECT JULY 1, 1991
 SCHEDULE OF PAY GRADES - POLICE CIVILIANS
 PRINCE GEORGE'S COUNTY, MARYLAND

<u>GRADE</u>		<u>MINIMUM</u>	<u>MAXIMUM</u>
P01	HOURLY	5.6872	8.8179
	BIWKLY	454.98	705.43
	ANNUAL	11,829	18,341
P02	HOURLY	5.9457	9.2235
	BIWKLY	475.66	737.88
	ANNUAL		12,367
	19,185		
P03	HOURLY	6.2043	9.6690
	BIWKLY		496.34
	773.52		
	ANNUAL		12.905
	20,112		
P04	HOURLY	6.4971	10.1356
	BIWKLY		519.77
	810.85		
	ANNUAL		13,514
	21,082		
P05	HOURLY	6.8246	10.5814
	BIWKLY		545.97
	846.51		
	ANNUAL		14,195
	22,009		
P06	HOURLY	7.1518	11.1087
	BIWKLY		572.14
	888.70		
	ANNUAL	14,876	23,106
P07	HOURLY	7.4967	11.6561
	BIWKLY	599.74	932.49
	ANNUAL	15,593	24,245
P08	HOURLY	7.8413	12.2234
	BIWKLY	627.30	977.87
	ANNUAL		16,310
			25,425
P09	HOURLY		8.2205
	12.8721		
	BIWKLY	657.64	1,019.77
	ANNUAL	17,099	26,774

P10	HOURLY		8.6167
	13.5006		
	BIWKLY	689.34	1,080.05
	ANNUAL	17,923	28,081
<u>GRADE</u>			<u>MINIMUM</u>
	<u>MAXIMUM</u>		
P11	HOURLY		8.9960
	14.1492		
	BIWKLY	719.68	1,131.94
	ANNUAL	18,712	29,430
P12	HOURLY	9.4442	14.8385
	BIWKLY	755.54	1,187.08
	ANNUAL	19,644	30,864
P13	HOURLY	9.9094	15.5684
	BIWKLY	792.75	1,245.47
	ANNUAL	20,612	32,382
P14	HOURLY	10.3918	16.2775
	BIWKLY	831.34	1,302.20
	ANNUAL	21,615	33,857
P15	HOURLY	10.9433	17.0479
	BIWKLY	875.46	1,363.83
	ANNUAL	22,762	35,460
P16	HOURLY	11.4777	17.9195
	BIWKLY	918.22	1,433.56
	ANNUAL	23,874	37,273
P17	HOURLY	12.0516	18.8156
	BIWKLY	964.13	1,505.25
	ANNUAL	25,067	39,136
P18	HOURLY	12.6541	19.7565
	BIWKLY	1,012.33	1,580.52
	ANNUAL	26,321	41,094

The minimum and maximum hourly rates are the rates which became effective on July 1, 1990. The hourly rates are the controlling rates. Biweekly rates are hourly rates multiplied by 80. Annual rates are the hourly rates multiplied by 2,080 and rounded to the nearest dollar.

SALARY SCHEDULE P - EFFECTIVE APRIL 5, 1992
 SCHEDULE OF PAY GRADES - POLICE CIVILIANS
 PRINCE GEORGE'S COUNTY, MARYLAND

<u>GRADE</u>	<u>MAXIMUM</u>		<u>MINIMUM</u>
P01	HOURLY	6.0569	9.3911
	BIWKLY	484.55	751.29
	ANNUAL	12,598	19,533
P02	HOURLY	6.3322	9.8230
	BIWKLY	506.58	785.84
	ANNUAL	20,432	13,171
P03	HOURLY	6.6076	10.2975
	BIWKLY	823.80	528.61
	ANNUAL	21,419	13,744
P04	HOURLY	6.9194	10.7944
	BIWKLY	863.55	553.55
	ANNUAL	22,452	14,392
P05	HOURLY	7.2682	11.2692
	BIWKLY	901.54	581.46
	ANNUAL	23,440	15,118
P06	HOURLY	7.6167	11.8308
	BIWKLY	946.46	609.34
	ANNUAL	15,843	24,608
P07	HOURLY	7.9840	12.4137
	BIWKLY	638.72	993.10
	ANNUAL	16,607	25,820
P08	HOURLY	8.3510	13.0179
	BIWKLY	668.08	1,041.43
	ANNUAL		17,370 27,077
P09	HOURLY		8.7548
	BIWKLY	700.38	1,096.70

	ANNUAL	18,210	28,514
P10	HOURLY		9.1768
	14.3781		
	BIWKLY	734.14	1,150.25
	ANNUAL	19,088	29,906
<u>GRADE</u>	<u>MAXIMUM</u>		<u>MINIMUM</u>
P11	HOURLY		9.5807
	15.0689		
	BIWKLY	766.46	1,205.51
	ANNUAL	19,928	31,343
P12	HOURLY	10.0581	15.8030
	BIWKLY	804.65	1,264.24
	ANNUAL	20,921	32,870
P13	HOURLY	10.5535	16.5803
	BIWKLY	844.28	1,326.42
	ANNUAL	21,951	34,487
P14	HOURLY	11.0673	17.3355
	BIWKLY	885.38	1,386.84
	ANNUAL	23,020	36,058
P15	HOURLY	11.6546	18.1560
	BIWKLY	932.37	1,452.48
	ANNUAL	24,242	37,764
P16	HOURLY	12.2238	19.0843
	BIWKLY	977.90	1,526.74
	ANNUAL	25,426	39,695
P17	HOURLY	12.8350	20.0386
	BIWKLY	1,026.80	1,603.09
	ANNUAL	26,697	41,680
P18	HOURLY	13.4766	21.0407
	BIWKLY	1,078.13	1,683.26
	ANNUAL	28,031	43,765

The minimum and maximum hourly rates are the July 1, 1991 rates multiplied by 106.5% and rounded to the nearest hundredth of a cent. The hourly rates are the controlling rates. Biweekly rates are hourly rates multiplied by 80. Annual rates are the hourly rates multiplied by 2,080 and rounded to the

nearest dollar.

ATTACHMENT B

CERTIFIED MAIL
or
HAND DELIVERED

July 25, 1988

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 Payroll/Benefits at 925-5363 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 Employee Pensions and Benefits, Office of Personnel, at 499-5570 for further information.

Sincerely,

DAVID B. MITCHELL
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 (Payroll Division, Room 3126, County Administration Building, Upper Marlboro, MD 20772) 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 Payroll/Benefits, Office of Finance, at 952-5363.

Prepared

by _____ 7/25/88
cc: Payroll/Benefits Division