

# COUNTY COUNCIL OF PRINCE GEORGE'S COUNTY, MARYLAND

## 1999 Legislative Session

Resolution No. CR-26-1999

Proposed by The Chairman (by request - County Executive)

Introduced by Council Members Wilson, Scott, Shapiro, Gourdine and Estepp

Co-Sponsors \_\_\_\_\_

Date of Introduction June 22, 1999

### RESOLUTION

1 A RESOLUTION concerning

2 Compensation and Benefits - Deputy Sheriff's Association

3 of Prince George's County, Inc. (Deputy Sheriffs)

4 Salary Schedule W, Schedule of Pay Grades

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

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

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

14 NOW, THEREFORE, BE IT RESOLVED by the County Council of Prince George's  
15 County, Maryland, that the salary schedule "W" submitted and recommended by the County  
16 Executive on June 16, 1999, which is attached hereto and made a part hereof, setting forth the  
17 following modifications: cost of living increases in Fiscal Years 2000 and 2001; merit increases  
18 in Fiscal Years 2000 and 2001; uniform wage scale adjustments; Police Memorial Day pay; an  
19 increase in shift differential; changes in standby pay, clothing allowance, discretionary leave,  
20 participation in beneflex fringe benefit program and pension plan modifications, be and the same  
21 is hereby approved.

Adopted this 27th day of July, 1999.

COUNTY COUNCIL OF PRINCE  
GEORGE'S COUNTY, MARYLAND

BY: \_\_\_\_\_  
Dorothy F. Bailey  
Vice Chair

ATTEST:

\_\_\_\_\_  
Joyce T. Sweeney  
Clerk of the Council

SALARY SCHEDULE W  
SCHEDULE OF PAY GRADES - DEPUTY SHERIFFS  
(PRIVATE - LIEUTENANT)  
PRINCE GEORGE'S COUNTY, MARYLAND  
EFFECTIVE JULY 1, 1999 - JUNE 30, 2001

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1. Cost of Living Adjustment

Employees covered by this Salary Schedule will receive a two percent (2%) increase to their base wages effective the first full pay period beginning on or after July 1, 1999.

Employees covered by this Salary Schedule will receive a one percent (1%) increase to their base wages effective the first full pay period beginning on or after October 1, 2000.

Employees covered by this Salary Schedule will receive a one and one-half percent (1.5%) increase to their base wages effective the first full pay period beginning on or after April 1, 2001.

2. Merit Increases

Employees covered by this Salary Schedule who are otherwise eligible to receive a merit increase during the period from July 1, 1999 through June 30, 2000 will receive it.

Employees covered by this Salary Schedule who are otherwise eligible to receive a merit increase during the period from July 1, 2000 through June 30, 2001 will receive it.

3. Uniform Wage Scale

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

A. Description of the Uniform Wage Scale

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

An employee will be eligible to advance to the next step for his/her rank on his/her anniversary date at the rate of one step per year up to and including Step 12, provided that he/she receives at least a satisfactory performance evaluation for the preceding year. After reaching Step 12, an employee will be eligible to advance to Steps 13 and 14 after three (3) years of service at each step (that is, after having completed fifteen (15) and eighteen (18) years of service, respectively), provided that his/her performance for the applicable period has been evaluated as satisfactory. Employees covered by this Salary Schedule and hired before July 1, 1989 will keep the anniversary dates that they held on July 1, 1989 for as long as they are continuously employed. Employees hired on or after July 1, 1989 will have as their anniversary dates the dates of their initial appointment and those anniversary dates will not be changed while those employees are continuously employed.

Upon promotion to the rank of Deputy Sheriff First Class or Deputy Sheriff Corporal, an employee's salary rate shall be increased to that of the corresponding pay step for the promotional grade (that is, an increase equivalent to two (2) three and one-half percent (3.5%) steps). On that date, those deputies will be placed at the proper pay grades and steps for their rank. Upon promotion to the rank of Deputy Sheriff Sergeant or Deputy Sheriff Lieutenant, an employee's salary rate shall be increased to that of the corresponding pay step for the promotional grade (that is, a ten percent (10%) increase).

#### Implementation of the Uniform Wage Scale

FY90: Effective July 2, 1989, employees covered by this Salary Schedule, after receiving the four percent (4%) cost of living adjustment, will be placed on the Uniform Wage Scale at the step for their rank which is immediately above their annual salary.

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

On their anniversary dates during FY90, all employees will receive a one step anniversary increase (either three and one-half percent (3 1/2%) or three percent (3%), depending on their July 2 placement on the Uniform Wage Scale) to the next step on the Uniform Wage Scale unless the employee is at Step 14.

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

#### 4. Modifications to the Uniform Wage Scale -- During FY95

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

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

Grade W21 is the pay grade for the rank of Deputy Sheriff Private. The percentage values of the intervals between the steps are three and one-half percent (3.5%) from Step A through Step L and three percent (3%) for the remaining three (3) intervals from Step L through Step O. The entry rate for a Deputy Sheriff Private is Step A. A

Deputy Sheriff Private (W21) will be eligible to advance to the next step for that rank on the deputy's anniversary date at the rate of one (1) step per year up to and including Step N (after thirteen (13) years of service), provided he or she receives at least a satisfactory performance evaluation for the preceding year. After reaching Step N, a Deputy Sheriff Private (W21) will be eligible to advance to Step O after two (2) years of service at Step N, (that is, after having completed fifteen (15) years of service), provided that the deputy's performance for the applicable period has been evaluated as satisfactory.

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

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

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

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

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

#### Implementation Of Modified Uniform Wage Scale

- FY95:
1. On July 1, 1994, every deputy will be assigned to the pay step for his or her rank on the modified Uniform Wage Scale with a salary rate identical to the deputy's salary rate on June 30, 1994.
  2. On his or her anniversary date in Fiscal Year 1995, every deputy will be eligible to advance to the next step on the modified Uniform Wage Scale, provided that the deputy's performance for the applicable period has been evaluated as satisfactory.
  3. On June 25, 1995, any deputy who is not at the pay step for his or her rank which would be warranted by his or her years of service, will be placed at that pay step.

#### 5. Modifications to the Uniform Wage Scale -- During FY98 and FY99

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

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

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



6. Modifications to the Uniform Wage Scale -- During FY2000 and FY2001

Note: Beginning in Fiscal Year 2000, employees covered by the Agreement who were employed by the Office of the Sheriff during FY96 and/or FY97 received no credit toward merit increase(s) during either of those fiscal years. Thus, the pay steps for such employees who were hired at entry level and employed during both or one of those years will not reflect their actual years of service but will be one or two steps behind until completing their eighteenth (18th) year of service.

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

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

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

Effective the first full pay period beginning on or after July 1, 2000, Step L for grades W-24 and above shall be applicable after 13 years of service; Step M shall be applicable after 14 and 15 years of service; Step N shall be applicable after 16 and 17 years of service; Step O shall be applicable after 18 years of service; Step P shall be applicable after 23 years of service; and a new Step Q shall be applicable after 27 years of service. The increment for grades W 24 and above between Steps m to N, N to O, and O to P shall be increased from two and one-half percent (2.5%) to three percent (3%) and new Step Q shall reflect a two and one-half percent (2.5%) increment.

7. Master Deputy Program

- A. The Program covers promotions to the rank of Deputy Sheriff First Class and Deputy Sheriff Corporal. Promotions to the ranks of Deputy Sheriff First Class and Deputy Sheriff Corporal are based on the time-in-grade requirements, performance evaluations and written examinations described in paragraphs 3, 4 and 5, below. The current rank designations of Deputy Sheriff Private, Deputy First Class and Deputy Sheriff Corporal will be maintained.

B. TIME-IN-GRADE REQUIREMENTS

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

1. Deputy Sheriff First Class

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

2. Deputy Sheriff Corporal

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

C. PERFORMANCE EVALUATION

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

D. WRITTEN EXAMINATION

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

E. Candidates who have received an evaluation of "Promotable" and who have achieved a written examination score of seventy percent (70%) or better shall be deemed "qualified" for promotion. Candidates qualified for promotion under the evaluation and written examination process will be promoted effective the first day of the first full pay period beginning on or after July 1 of the calendar year in which the test is administered. Promotions under this program shall be valued at two (2) three and one-half percent (3 1/2%) steps.

F. Nothing contained in the Program is intended to modify the relationship between the disciplinary process and the promotion process. A candidate who is qualified for promotion under paragraphs 1-5, above, and who is under an investigation which could lead to a disciplinary action shall have his or her promotion held in abeyance pending the final outcome of the disciplinary process. If the Deputy Sheriff involved is still deemed qualified for promotion after the disciplinary process is completed, the Deputy

Sheriff will be promoted retroactive to the appropriate effective date stated in paragraph 5, above.

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

## 8. Scheduled Pay Rates

SCHEDULE W  
UNIFORM WAGE SCALE  
EFFECTIVE JANUARY 3, 1999  
FOR DEPUTY SHERIFF UNIT PERSONNEL  
PRINCE GEORGE'S COUNTY, MARYLAND

STEP YEARS SERVICE	A 0-1	B 1	C 2	D 3	E 4	F 5	G 6	H 7	I 8	J 9	K 10	L 11	M 12	N 13-14	O 15-17	
W21 – DEPUTY SHERIFF PRIVATE																
HOURLY	14.0058	14.4960	15.0032	15.5283	16.0718	16.6343	17.2165	17.8191	18.4428	19.0884	19.7564	20.4479	21.0614	21.6932	22.3438	
BIWEEKLY	1120.46	1159.68	1200.26	1242.26	1285.74	1330.74	1377.32	1425.53	1475.42	1527.07	1580.51	1635.83	1684.91	1735.46	1787.50	
ANNUAL	29,132	30,151	31,206	32,298	33,429	34,599	35,810	37,063	38,361	39,703	41,093	42,531	43,807	45,121	46,475	
STEP YEARS SERVICE	A 1	B 2	C 3	D 4	E 5	F 6	G 7	H 8	I 9	J 10	K 11	L 12	M 13-14	N 15-17	O 18	
W22 – DEPUTY SHERIFF FIRST CLASS																
HOURLY	15.5283	16.0718	16.6343	17.2165	17.8191	18.4428	19.0884	19.7564	20.4479	21.1636	21.9045	22.5614	23.2383	23.9354	24.5339	
BIWEEKLY	1242.26	1285.74	1330.74	1377.32	1425.53	1475.42	1527.07	1580.51	1635.83	1693.09	1752.36	1804.91	1859.06	1914.83	1962.71	
ANNUAL	32,298	33,429	34,599	35,810	37,063	38,361	39,703	41,093	42,531	44,020	45,561	46,927	48,335	49,785	51,030	
STEP YEARS SERVICE	A 2	B 3	C 4	D 5	E 6	F 7	G 8	H 9	I 10	J 11	K 12	L 13-14	M 15-17	N 18	O 23	P 27
W24 – DEPUTY SHERIFF CORPORAL																
HOURLY	17.2165	17.8191	18.4428	19.0884	17.7594	20.4479	21.1636	21.9045	22.6712	23.4645	24.1685	24.8934	25.6401	26.2811	26.9381	27.6116
BIWEEKLY	1377.32	1425.53	1475.42	1527.07	1420.75	1635.83	1693.09	1752.36	1813.70	1877.16	1933.48	1991.47	2051.21	2102.49	2155.05	2208.93
ANNUAL	35,810	37,063	38,361	39,703	36,939	42,531	44,020	45,561	47,156	48,806	50,270	51,778	53,331	54,664	56,031	57,432
W25 – DEPUTY SHERIFF SERGEANT																
HOURLY	18.9380	19.6007	20.2870	20.9970	21.7315	22.4925	23.2796	24.0945	24.9376	25.8105	26.5848	26.3471	28.2039	28.9090	29.6317	30.3725
BIWEEKLY	1515.04	1568.06	1622.96	1679.76	1738.52	1799.40	1862.37	1927.56	1995.01	2064.84	2126.78	2107.77	2256.31	2312.72	2370.54	2429.80
ANNUAL	39,391	40,769	42,197	43,673	45,201	46,784	48,421	50,116	51,870	53,685	55,296	54,802	58,664	60,130	61,633	63,175
W27 – DEPUTY SHERIFF LIEUTENANT																
HOURLY	20.8320	21.5612	22.3157	23.0968	23.9051	24.7419	25.6078	26.5040	27.4315	28.3918	29.2434	30.1208	31.0243	31.8000	32.5950	33.4099
BIWEEKLY	1666.56	1724.90	1785.26	1847.74	1912.41	1979.35	2048.62	2120.32	2194.52	2271.34	2339.47	2409.66	2481.94	2544.00	2607.60	2672.79
ANNUAL	43,330	44,847	46,416	48,041	49,722	51,463	53,264	55,128	57,057	59,054	60,826	62,651	64,530	66,144	67,797	69,493

The hourly rates are the April 12, 1998 rates multiplied by 102.5%. For administrative purposes, the hourly rates are the controlling rates. Biweekly rates are the hourly rates multiplied by 80 and rounded to the nearest cent. Annual rates are hourly rates multiplied by 2080 and rounded to the nearest dollar

SCHEDULE W  
UNIFORM WAGE SCALE  
EFFECTIVE JULY 4, 1999  
FOR DEPUTY SHERIFF UNIT PERSONNEL  
PRINCE GEORGE'S COUNTY MARYLAND

STEP YRS SERVICE	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	
	0-1	1	2	3	4	5	6	7	8	9	10	11	12	13-14	15+	
W21 – DEPUTY SHERIFF PRIVATE																
HOURLY	14.2859	14.7859	15.3033	15.8389	16.3932	16.9670	17.5608	18.1755	18.8117	19.4702	20.1515	20.8569	21.4826	22.1271	22.7907	
BIWEEKLY	1142.87	1182.87	1224.26	1267.11	1311.46	1357.36	1404.86	1454.04	1504.94	1557.62	1612.12	1668.55	1718.61	1770.17	1823.26	
ANNUAL	29,715	30,755	31,831	32,945	34,098	35,291	36,526	37,805	39,128	40,498	41,915	43,382	44,684	46,024	47,405	
STEP YRS SERVICE	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	
	1	2	3	4	5	6	7	8	9	10	11	12	13-14	15-17	18	
W22 – DEPUTY SHERIFF FIRST CLASS																
HOURLY	15.8389	16.3932	16.9670	17.5608	18.1755	18.8117	19.4702	20.1515	20.8569	21.5869	22.3426	23.0126	23.7031	24.4141	25.0246	
BIWEEKLY	1267.11	1311.46	1357.36	1404.86	1454.04	1504.94	1557.62	1612.12	1668.55	1726.95	1787.41	1841.01	1896.25	1953.13	2001.97	
ANNUAL	32,945	34,098	35,291	36,526	37,805	39,128	40,498	41,915	43,382	44,901	46,473	47,866	49,302	50,781	52,051	
STEP YRS SERVICE	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P
	2	3	4	5	6	7	8	9	10	11	12	13-14	15-17	18	23	27
W24 – DEPUTY SHERIFF CORPORAL																
HOURLY	17.5608	18.2632	18.9024	19.5640	20.2488	20.9575	21.6910	22.4502	23.2359	24.0492	24.7707	25.5138	26.2792	26.9362	27.6096	28.2998
BIWEEKLY	1404.86	1461.06	1512.20	1565.12	1619.90	1676.60	1735.28	1796.01	1858.87	1923.94	1981.65	2041.10	2102.34	2154.89	2208.77	2263.99
ANNUAL	36,526	37,988	39,317	40,693	42,117	43,592	45,117	46,696	48,331	50,022	51,523	53,069	54,661	56,027	57,428	58,864
W25 – DEPUTY SHERIFF SERGEANT																
HOURLY	19.3168	20.0895	20.7926	21.5203	22.2736	23.0531	23.8600	24.6951	25.5594	26.4540	27.2476	28.0650	28.9070	29.6297	30.3704	31.1297
BIWEEKLY	1545.34	1607.16	1663.41	1721.63	1781.88	1844.25	1908.80	1975.61	2044.75	2116.32	2179.81	2245.20	2312.56	2370.37	2429.63	2490.37
ANNUAL	40,179	41,786	43,249	44,762	46,329	47,951	49,629	51,366	53,164	55,024	56,675	58,375	60,127	61,630	63,170	64,750
W27 – DEPUTY SHERIFF LIEUTENANT																
HOURLY	21.2486	22.0985	22.8720	23.6725	24.5011	25.3586	26.2461	27.1648	28.1155	29.0996	29.9725	30.8717	31.7979	32.5928	33.4076	34.2428
BIWEEKLY	1699.89	1767.88	1829.76	1893.80	1960.08	2028.69	2099.69	2173.18	2249.24	2327.96	2397.80	2469.74	2543.83	2607.43	2672.61	2739.43
ANNUAL	44,197	45,965	47,574	49,239	50,962	52,746	54,592	56,503	58,480	60,527	62,343	64,213	66,140	67,793	69,488	71,225

The hourly rates are the January 3, 1999 rates multiplied by 102% combined with an increase at Grades W24-W27 in the percentage value between Step A to Step B from 3.5% to 4%. For administrative purposes, the hourly rates are the controlling rates. Biweekly rates are the hourly rates multiplied by 80 and rounded to the nearest cent. Annual rates are the hourly rates multiplied by 2080 and rounded to the nearest dollar.

SCHEDULE W  
UNIFORM WAGE SCALE  
EFFECTIVE JULY 2, 2000  
FOR DEPUTY SHERIFF UNIT PERSONNEL  
PRINCE GEORGE'S COUNTY MARYLAND

STEP YRS SERVICE	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O		
	0-1	1	2	3	4	5	6	7	8	9	10	11	12	13-14	15+		
<b>W21 – DEPUTY SHERIFF PRIVATE</b>																	
HOURLY	14.2859	14.7859	15.3033	15.8389	16.3932	16.9670	17.5608	18.1755	18.8177	19.4702	20.1515	20.8569	21.4826	22.1271	22.7907		
BIWEEKLY	1142.87	1182.87	1224.26	1267.11	1311.46	1357.36	1404.86	1454.04	1505.42	1557.62	1612.12	1668.55	1718.61	1770.17	1823.26		
ANNUAL	29,715	30,755	31,831	32,945	34,098	35,291	36,526	37,805	39,141	40,498	41,915	43,382	44,684	46,024	47,405		
STEP YRS SERVICE	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O		
	1	2	3	4	5	6	7	8	9	10	11	12	13-14	15-17	18		
<b>W22 – DEPUTY SHERIFF FIRST CLASS</b>																	
HOURLY	15.8389	16.3932	16.9670	17.5608	18.1755	18.8117	19.4702	20.1515	20.8569	21.5869	22.3426	23.0126	23.7031	24.4141	25.0246		
BIWEEKLY	1267.11	1311.46	1357.36	1404.86	1454.04	1504.94	1557.62	1612.12	1668.55	1726.95	1787.41	1841.01	1896.25	1953.13	2001.97		
ANNUAL	32,945	34,098	35,291	36,526	37,805	39,128	40,498	41,915	43,382	44,901	46,473	47,866	49,302	50,781	52,051		
STEP YRS SERVICE	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q
	2	3	4	5	6	7	8	9	10	11	12	13	14-15	16-17	18	23	27
<b>W24 – DEPUTY SHERIFF CORPORAL</b>																	
HOURLY	17.5608	18.2632	18.9024	19.5640	20.2488	20.9575	21.6910	22.4502	23.2359	24.0492	24.7707	25.5138	26.2792	27.0676	27.8796	28.7160	29.4339
BIWEEKLY	1404.86	1461.06	1512.20	1565.12	1619.90	1676.60	1735.28	1796.01	1858.87	1923.94	1981.65	2041.10	2102.34	2165.41	2230.37	2297.28	2354.71
ANNUAL	36,526	37,988	39,317	40,693	42,117	43,592	45,117	46,696	48,331	50,022	51,523	53,069	54,661	56,301	57,990	59,729	61,222
<b>W25 – DEPUTY SHERIFF SERGEANT</b>																	
HOURLY	19.3168	20.0895	20.7926	21.5203	22.2736	23.0531	23.8600	24.6951	25.5594	26.4540	27.2476	28.0650	28.9070	29.7742	30.6674	31.5875	32.3771
BIWEEKLY	1545.34	1607.16	1663.41	1721.63	1781.88	1844.25	1908.80	1975.61	2044.75	2116.32	2179.81	2245.20	2312.56	2381.94	2453.39	2527.00	2590.17
ANNUAL	40,179	41,786	43,249	44,762	46,329	47,951	49,629	51,366	53,164	55,024	56,675	58,375	60,127	61,930	63,788	65,702	67,344
<b>W27 – DEPUTY SHERIFF LIEUTENANT</b>																	
HOURLY	21.2486	22.0985	22.8720	23.6725	24.5011	25.3586	26.2461	27.1648	28.1155	29.0996	29.9725	30.8717	31.7979	32.7518	33.7344	34.7464	35.6151
BIWEEKLY	1699.89	1767.88	1829.76	1893.80	1960.08	2028.69	2099.69	2173.18	2249.24	2327.96	2397.80	2469.74	2543.83	2620.15	2698.75	2779.71	2849.20
ANNUAL	44,197	45,965	47,574	49,239	50,962	52,746	54,592	56,503	58,480	60,527	62,343	64,213	66,140	68,124	70,167	72,273	74,079

The hourly rates are the July 4, 1999 rates with an additional step Q at Grades W24-W27 combined with an increase at Grades W24-27 in the percentage value between Steps M to N, N to O, and O to P from 2.5% to 3%. For administrative purposes, the hourly rates are the controlling rates. Biweekly rates are the hourly rates multiplied by 80 and rounded to the nearest cent. Annual rates are the hourly rates multiplied by 2080 and rounded to the nearest dollar.

SCHEDULE W  
UNIFORM WAGE SCALE  
EFFECTIVE OCTOBER 8, 2000  
FOR DEPUTY SHERIFF UNIT PERSONNEL  
PRINCE GEORGE'S COUNTY MARYLAND

STEP YRS SERVICE	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O		
	0-1	1	2	3	4	5	6	7	8	9	10	11	12	13-14	15+		
W21 – DEPUTY SHERIFF PRIVATE																	
HOURLY	14.4288	14.9338	15.4563	15.9973	16.5571	17.1367	17.7364	18.3573	18.9998	19.6649	20.3530	21.0655	21.6974	22.3484	23.0186		
BIWEEKLY	1,154.30	1,194.70	1,236.50	1,279.78	1,324.57	1,370.94	1,418.91	1,468.58	1,519.98	1,573.19	1,628.24	1,685.24	1,735.79	1,787.87	1,841.49		
ANNUAL	30,012	31,062	32,149	33,274	34,439	35,644	36,892	38,183	39,520	40,903	42,334	43,816	45,131	46,485	47,879		
STEP YRS SERVICE	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O		
	1	2	3	4	5	6	7	8	9	10	11	12	13-14	15-17	18		
W22 – DEPUTY SHERIFF FIRST CLASS																	
HOURLY	15.9973	16.5571	17.1367	17.7364	18.3573	18.9998	19.6649	20.3530	21.0655	21.8028	22.5660	23.2427	23.9401	24.6582	25.2748		
BIWEEKLY	1,279.78	1,324.57	1,370.94	1,418.91	1,468.58	1,519.98	1,573.19	1,628.24	1,685.24	1,744.22	1,805.28	1,859.42	1,915.21	1,972.66	2,021.98		
ANNUAL	33,274	34,439	35,644	36,892	38,183	39,520	40,903	42,334	43,816	45,350	46,937	48,345	49,795	51,289	52,572		
STEP YRS SERVICE	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q
	2	3	4	5	6	7	8	9	10	11	12	13	14-15	16-17	18-22	23-26	27
W24 – DEPUTY SHERIFF CORPORAL																	
HOURLY	17.7364	18.4458	19.0914	19.7596	20.4513	21.1671	21.9079	22.6747	23.4683	24.2897	25.0184	25.7689	26.5420	27.3383	28.1584	29.0032	29.7282
BIWEEKLY	1,418.91	1,475.66	1,527.31	1,580.77	1,636.10	1,693.37	1,752.63	1,813.98	1,877.46	1,943.18	2,001.47	2,061.51	2,123.36	2,187.06	2,252.67	2,320.26	2,378.26
ANNUAL	36,892	38,367	39,710	41,100	42,539	44,028	45,568	47,163	48,814	50,523	52,038	53,599	55,207	56,864	58,569	60,327	61,835
W25 – DEPUTY SHERIFF SERGEANT																	
HOURLY	19.5100	20.2904	21.0005	21.7355	22.4963	23.2836	24.0986	24.9421	25.8150	26.7185	27.5201	28.3457	29.1961	30.0719	30.9741	31.9034	32.7009
BIWEEKLY	1,560.80	1,623.23	1,680.04	1,738.84	1,799.70	1,862.69	1,927.89	1,995.37	2,065.20	2,137.48	2,201.61	2,267.66	2,335.69	2,405.75	2,477.93	2,552.27	2,616.07
ANNUAL	40,581	42,204	43,681	45,210	46,792	48,430	50,125	51,880	53,695	55,574	57,242	58,959	60,728	62,550	64,426	66,359	68,018
W27 – DEPUTY SHERIFF LIEUTENANT																	
HOURLY	21.4611	22.3195	23.1007	23.9092	24.7461	25.6122	26.5086	27.4364	28.3967	29.3906	30.2722	31.1804	32.1159	33.0793	34.0717	35.0939	35.9713
BIWEEKLY	1,716.89	1,785.56	1,848.06	1,912.74	1,979.69	2,048.98	2,120.69	2,194.91	2,271.74	2,351.25	2,421.78	2,494.43	2,569.27	2,646.34	2,725.74	2,807.51	2,877.70
ANNUAL	44,639	46,425	48,049	49,731	51,472	53,273	55,138	57,068	59,065	61,132	62,966	64,855	66,801	68,805	70,869	72,995	74,820

The hourly rates are the July 2, 2000 rates multiplied by 101%. For administrative purposes, the hourly rates are the controlling rates. Biweekly rates are the hourly rates multiplied by 80 and rounded to the nearest cent. Annual rates are the hourly rates multiplied by 2080 and rounded to the nearest dollar.

SCHEDULE W  
UNIFORM WAGE SCALE  
EFFECTIVE APRIL 8, 2001  
FOR DEPUTY SHERIFF UNIT PERSONNEL  
PRINCE GEORGE'S COUNTY MARYLAND

STEP YRS SERVICE	A 0-1	B 1	C 2	D 3	E 4	F 5	G 6	H 7	I 8	J 9	K 10	L 11	M 12	N 13-14	O 15+		
W21 – DEPUTY SHERIFF PRIVATE																	
HOURLY	14.6452	15.1578	15.6881	16.2373	16.8055	17.3938	18.0024	18.6327	19.2848	19.9599	20.6583	21.3815	22.0229	22.6836	23.3639		
BIWEEKLY	1,171.62	1,212.62	1,255.05	1,298.98	1,344.44	1,391.50	1,440.19	1,490.62	1,542.78	1,596.79	1,652.66	1,710.52	1,761.83	1,814.69	1,869.11		
ANNUAL	30,462	31,528	32,631	33,774	34,955	36,179	37,445	38,756	40,112	41,517	42,969	44,474	45,808	47,182	48,597		
STEP YRS SERVICE	A 1	B 2	C 3	D 4	E 5	F 6	G 7	H 8	I 9	J 10	K 11	L 12	M 13-14	N 15-17	O 18		
W22 – DEPUTY SHERIFF FIRST CLASS																	
HOURLY	16.2373	16.8055	17.3938	18.0024	18.6327	19.2848	19.9599	20.6583	21.3815	22.1298	22.9045	23.5913	24.2992	25.0281	25.6539		
BIWEEKLY	1,298.98	1,344.44	1,391.50	1,440.19	1,490.62	1,542.78	1,596.79	1,652.66	1,710.52	1,770.38	1,832.36	1,887.30	1,943.94	2,002.25	2,052.31		
ANNUAL	33,774	34,955	36,179	37,445	38,756	40,112	41,517	42,969	44,474	46,030	47,641	49,070	50,542	52,058	53,360		
STEP YRS SERVICE	A 2	B 3	C 4	D 5	E 6	F 7	G 8	H 9	I 10	J 11	K 12	L 13	M 14-15	N 16-17	O 18-22	P 23-26	Q 27
W24 – DEPUTY SHERIFF CORPORAL																	
HOURLY	18.0024	18.7225	19.3778	20.0560	20.7581	21.4846	22.2365	23.0148	23.8203	24.6540	25.3937	26.1554	26.9401	27.7484	28.5808	29.4382	30.1741
BIWEEKLY	1,440.19	1,497.80	1,550.22	1,604.48	1,660.65	1,718.77	1,778.92	1,841.18	1,905.62	1,972.32	2,031.50	2,092.43	2,155.21	2,219.87	2,286.46	2,355.06	2,413.93
ANNUAL	37,445	38,943	40,306	41,716	43,177	44,688	46,252	47,871	49,546	51,280	52,819	54,403	56,035	57,717	59,448	61,231	62,762
W25 – DEPUTY SHERIFF SERGEANT																	
HOURLY	19.8027	20.5948	21.3155	22.0615	22.8337	23.6329	24.4601	25.3162	26.2022	27.1193	27.9329	28.7709	29.6340	30.5230	31.4387	32.3820	33.1914
BIWEEKLY	1,584.22	1,647.58	1,705.24	1,764.92	1,826.70	1,890.63	1,956.81	2,025.30	2,096.18	2,169.54	2,234.63	2,301.67	2,370.72	2,441.84	2,515.10	2,590.56	2,655.31
ANNUAL	41,190	42,837	44,336	45,888	47,494	49,156	50,877	52,658	54,501	56,408	58,100	59,843	61,639	63,488	65,392	67,355	69,038
W27 – DEPUTY SHERIFF LIEUTENANT																	
HOURLY	21.7830	22.6543	23.4472	24.2678	25.1173	25.9964	26.9062	27.8479	28.8227	29.8315	30.7263	31.6481	32.5976	33.5755	34.5828	35.6203	36.5109
BIWEEKLY	1,742.64	1,812.34	1,875.78	1,941.42	2,009.38	2,079.71	2,152.50	2,227.83	2,305.82	2,386.52	2,458.10	2,531.85	2,607.81	2,686.04	2,766.62	2,849.62	2,920.87
ANNUAL	45,309	47,121	48,770	50,477	52,244	54,073	55,965	57,924	59,951	62,050	63,911	65,828	67,803	69,837	71,932	74,090	75,943

The hourly rates are the October 8, 2000 rates multiplied by 101.5%. For administrative purposes, the hourly rates are the controlling rates. Biweekly rates are the hourly rates multiplied by 80 and rounded to the nearest cent. Annual rates are the hourly rates multiplied by 2080 and rounded to the nearest dollar.



9. Workweek

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

10. Work Schedules

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

11. Designation of Meal Periods

Any employee who works five (5) or more hours in any workday shall receive a one-half (1/2) hour meal period.

12. Callback Pay

An employee who is called back to work from off-duty and who does in fact perform duties on behalf of the Prince George's County Office of the Sheriff during his/her normal off-duty hours shall be paid for a minimum of three (3) hours at one and one-half (1 1/2) times his/her regular rate of pay. This provision shall not apply to administrative hearings or disciplinary procedures.

13. Holidays and Holiday CompensationA. Holiday Pay

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

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

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

B. Police Memorial Day

Notwithstanding paragraph A. Holiday Pay, above, employees covered by this Salary Schedule who work on Police Memorial Day (i.e., May 15 of each year) will receive one and one-half (1 1/2) hours compensatory time for each hour worked (except overtime) in addition to their regular pay. Those employees who are not scheduled to work and perform no work on Police Memorial Day will receive another day off. Effective beginning in FY2001, employees covered by this Agreement who work on Police Memorial Day (i.e., May 15 of each year) will be compensated pursuant to Section XII. A., above

C. Holiday Observance

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

14. Overtime

All full-time employees shall be eligible for overtime pay, provided, however, that employees in the Civil Process Section shall only be eligible for overtime pay on their assigned duty days when their supervisor directs the performance of specific tasks which require work beyond the assigned duty day hours.

If employees in the Civil Process Section are assigned to regular shift work, they shall be eligible for overtime in the same manner as other employees.

When an employee works more than eighty (80) hours in a pay period pursuant to the direction of his supervisor, said employee shall receive overtime pay at one and one-half (1 1/2) times his hourly base rate for all hours worked in excess of eighty (80) hours in said pay period. As an alternative, at the request of the employee and with the approval of the County, the employee may earn compensatory leave at the rate of one and one-half (1 1/2) hours for each hour worked.

15. Pyramiding

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

16. Court Time Compensation

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

17. Shift Differential

- A. A shift differential of One Dollar seventy-five cents (\$1.75) per hour shall be paid for all time worked on the first (1st) shift (i.e., the night shift - 11 p.m. to 7 a.m. or equivalent) to each employee specifically assigned (on a permanent or rotating basis) to work the first (1st) shift. Effective the first full pay period beginning on or after July 1, 1999, the first (1st) shift differential will be increased to One Dollar and eighty cents (\$1.80) per hour. Effective the first full pay period beginning on or after July 1, 2000, the first (1st) shift differential will be increased to One Dollar and ninety cents (\$1.90) per hour.
- B. A shift differential of One Dollar forty cents (\$1.40) per hour shall be paid for all time worked on the third (3rd) shift (i.e., the evening shift - 3 p.m. to 11 p.m. or equivalent) to each employee specifically assigned (on a permanent or rotating basis) to work the third (3rd) shift. Effective the first full pay period beginning on or after July 1, 1999, the third (3rd) shift differential will be increased to One Dollar and forty-five cents (\$1.45) per hour. Effective the first full pay period beginning on or after July 1, 2000, the third (3rd) shift differential will be increased to One Dollar and fifty-five cents (\$1.55) per hour.
- C. No shift differential will be considered to be part of the employee's base rate, nor shall it be applied to pay for nonproductive hours such as holiday pay and annual and sick leave pay, nor shall it be used for the purpose of computing retirement deductions or for retirement or insurance benefits.
- D. Any employee who works the second (2nd) shift (i.e., the day shift) shall not be entitled to a shift differential.
- E. Any employee assigned to the Civil Process Section shall not be entitled to a shift differential except on assigned duty days.
- F. When the hours worked fall within the third 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.

18. Acting Pay

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

pay after being on annual, sick or administrative leave status, if he/she had been acting in such higher rank immediately prior to taking such approved leave.

19. Standby Pay

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

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

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

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

20. Clothing Issue

New employees shall receive an original uniform issue of appropriate clothing and leather goods. Upon assignment to any special unit requiring a uniform different from the original uniform reference above, a special issuance of clothing required for that assignment will be made. The initial issue of uniform items required because of an official change in uniform directed by the Office of the Sheriff will also be provided. All other responsibilities for uniform procurement and upkeep are the employee's, including the responsibility for replacing worn or ill-fitting uniform items.

21. Clothing Allowance

A. Employees covered by this Salary Schedule shall receive a clothing allowance of Nine Hundred Fifty Dollars (\$950.00) during Fiscal Year 2000 for the procurement, care and upkeep of clothing and leather goods. Beginning in Fiscal Year 2001, Employees covered by this Salary Schedule shall receive a clothing allowance of One Thousand Dollars (\$1,000.00) each fiscal year for the procurement, care and upkeep of clothing

and leather goods. This clothing allowance is not considered part of the employee's base pay, and will be paid in one (1) installment in December of each fiscal year covered by this Salary Schedule.

- B. If an employee arrives or leaves during the Fiscal Year, his/her allowance shall be prorated.

22. TEC Pay

Deputy Sheriffs who are regularly and permanently assigned as members and alternates of the SST (not to exceed a total of fifteen (15)) and as canine handlers (not to exceed a total of two (2)), shall receive a supplemental payment of Six Hundred Dollars (\$600) per fiscal year. Payment shall be made in two equal installments in December and June of each fiscal year and shall not be considered as part of the employee's base wage for purposes of computation of overtime, retirement, or any other purposes. Qualifying deputies shall be those assigned to the units referenced above as of the first day of the month in which the payments are to be made. Deputies simultaneously assigned to more than one unit referenced above shall receive only one supplemental payment in accordance with this provision.

23. Annual Leave Carryover

- A. A maximum of three hundred sixty (360) hours of accumulated annual leave earned beginning with the first pay period in the 1997 leave year (i.e., January 5, 1997) may be carried over from one leave year to the next by an employee. (i.e., new annual leave).
- B. An employee shall be allowed to carry over annual leave earned as of the last full pay period in leave year 1996 (i.e., old annual leave) even if such accumulated amount is in excess of the maximum allowed in Subsection A., above.
- C. Effective beginning with the 1997 leave year, new annual leave in excess of the three hundred sixty (360) hours limit at the end of a leave year will automatically convert to new sick leave. The Deputy Sheriff Comprehensive Pension Plan shall be amended to provide that new sick leave converted from annual leave under this subparagraph, up to a combined total for each officer of 1,040 hours of annual leave and this new sick leave, may be used to purchase pension credit at the rate of 40 hours for each month of pension credit.
- D. When taking annual leave, employees covered by this Salary Schedule must use compensatory time they have accumulated prior to using annual leave.

24. 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, be liquidated in the following manner:

- A. The employee may elect to retain all or any portion of the employee's sick and annual leave balances credited to the employee's leave record for the period of time equal to the employee's eligibility for reappointment as determined in accordance with Section 16-148(a)(8);
- B. The employee may elect to apply all or any portion of the employee's sick and annual leave balances to employment elsewhere, provided another employer has agreed to accept accumulated sick or annual leave balances for credit on behalf of the employee;
- C. The employee may elect to receive cash payment for all or any portion of the employee's annual leave balance in an amount equal to the total number of unused annual leave hours multiplied by the employee's final base hourly rate of pay, subject to the following:

- 1. Upon separation from employment, employees who have elected to participate in the new comprehensive pension plan may elect to receive a cash payment for the remainder of their annual leave hours that were accumulated as of the end of the 1996 leave year OR for up to 360 hours of accumulated annual leave, whichever is greater.

Any remaining amount would be applied toward retirement credit in the comprehensive plan even if the result is a benefit exceeding the maximum benefit allowed under the plan..

- 2. Upon separation from employment, employees who have elected to remain with the Maryland State Retirement Systems (MSRS) and the County Supplemental may elect to receive a cash payment for the remainder of their annual leave hours that were accumulated as of the end of the 1996 leave year OR up to 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.
- D. Upon separation from employment for non-disciplinary reasons (including but not limited to retirement, disability and death), eligible employees will receive cash payment for unused sick leave accumulated as of the end of the 1996 leave year at 2.5% for each year of service (through the date of separation) at the employee's base hourly rate of pay as of the date of separation but not to exceed the highest rate of pay for a deputy sheriff lieutenant in January, 1997 -- that is, \$30.8677 per hour . However, if a Deputy Sheriff with less than twenty (20) years of actual service terminates employment as a result of death or disability, he/she shall receive a 50% cashout of unused accumulated sick leave as of the end of the 1996 leave year.

- E. For individuals who chose to participate in the new comprehensive pension system, sick leave earned beginning with the 1997 leave year (i.e., new sick leave) is not subject to cash payment upon separation, but is available to purchase retirement credit under the comprehensive pension system even if the result is a benefit exceeding the maximum benefit allowed under the plan. However, deputy sheriffs whose employment terminates because of death are eligible for cash payment for all sick leave earned, including sick leave earned beginning with the 1997 leave year, at the rates set forth in paragraph 4, immediately above.
- F. For individuals who chose to remain in the MSRS plan and the County Supplemental, sick leave earned beginning with the first pay period in the 1997 leave year is not subject to cash payment but may be used to purchase MSRS pension credit at the applicable rate. However, deputy sheriffs whose employment terminates because of death are eligible for cash payment for all sick leave earned, including sick leave earned beginning with the 1997 leave year, at the rates set forth in paragraph 4, above.
- G. 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.

## 25. Disability Leave

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

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

## 26. Personal Leave

Twenty (20) hour of paid personal leave days per wage reporting year shall be granted to each employee eligible for annual leave. (This amount includes four hours per year which were added when the General Election Day holiday was eliminated.) A personal leave day shall be requested and approved in advance of use. There shall be no accumulation of personal leave days, and unused personal leave shall be forfeited at the end of the leave year or upon termination of employment.

27. Discretionary Leave

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

28. Family and Medical Leave

Employees covered by this Salary schedule are entitled to family and medical leave in accordance with the Personnel Law (See Personnel Law Section 16-225.02.)

29. Presidential and Union Business Leave

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

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



30. Additional Leave Provision

When the County Executive closes the County offices for an entire day or any portion thereof, because of extreme inclement weather, other emergencies producing hazardous conditions, or for any other reason, essential employees covered by this Salary Schedule will report to their established work sites and will be paid straight-time wages for hours worked on their regular work shifts. In addition, such employees who work their full regularly scheduled shift during the twenty-four (24) hour period beginning at 6:00 a.m. of the day of the full or partial closing shall be entitled to receive one hour of compensatory leave for each shift hour worked (not to exceed 12 hours per employee per twenty-four hour period).

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

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

31. Life Insurance

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

For Deputy Sheriffs who retire on or after July 1, 1995, the County provided life insurance benefits of up to \$100,000 will not be reduced until the retiree attains age sixty (60). At that time, the retiree's total life insurance benefit shall be reduced by fifteen percent (15%) of the original face value per year, to a residual of twenty-five percent (25%) by reducing the life insurance benefit by fifteen percent (15%) on the first day of the calendar month or next following the date of the retiree's attainment of age sixty (60). On each of the next four (4) anniversaries, the retiree's insurance benefit will be reduced by the same dollar amount.

The accidental death insurance policy the County maintains for employees covered by this Salary Schedule shall be payable in the amount of Fifty Thousand Dollars (\$50,000) to an employee's designated beneficiary should the employee be killed in the line of duty.

32. Supplemental Life Insurance Benefit

Employees covered by this Salary Schedule are provided with a supplemental life insurance benefit equal to fifty (50) times the employee's monthly salary up to a maximum of \$200,000. The supplemental life insurance benefit provided under this provision shall continue as long as the employee is actively employed.

33. Worker's Compensation

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

34. Unemployment Insurance

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

35. Social Security

Effective January 1, 1999, the County and each employee paid in accordance with this Salary Schedule shall make contributions to the Social Security fund of 6.20% of the first \$72,600 and 1.45% of the remainder paid in wages per employee per calendar year. Employee contributions shall be made through payroll deductions.

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

36. Health Insurance

- A. The County shall contribute seventy-five percent (75%) to the cost of the County's point of service health insurance plan for any employee who elects to participate in that program. Participating employees shall contribute the remaining twenty five percent (25%).
- B. For those employees who elect to enroll in a pre-paid health plan or Health Maintenance Organization (HMO), the County's contribution shall be equal to eighty percent (80%) of the cost of HMO coverage and the participating employees' contribution shall be twenty percent (20%).
- C. Employees who provide proof of other medical coverage may choose to receive a credit instead of enrolling in a medical plan with the County.
- D. The Employer shall contribute ninety percent (90%) to the county's prescription drug and vision care programs for any employee who elects to participate in either program. The participating employee shall contribute the remaining ten percent (10%). employees who choose not to enroll in the Prescription drug Plan may choose to receive a credit instead.
- E. Effective July 1, 1994, the County shall contribute ninety percent (90%) to the County deductible prescription program for any retiree who elects to participate in the program. The participating retiree shall contribute the remaining ten percent (10%).

The County has agreed to extend this provision regarding contributions to the County's deductible prescription program to current retirees and to the election of benefits for current retirees during FY96 open enrollment with the express understanding and agreement of the parties that the County has not waived any rights it has with regard to whether matters affecting retirees constitute mandatory subjects of bargaining.

- F. Two Dental Plans are available to employees, the cost of which is paid by the employee if the employee elects to enroll in either of the plans.
- G. Employees may choose to enroll in a Long-Term disability Program offering fifty percent (50%) or sixty percent (60%) of annual salary up to normal social security retirement age. employees will pay the full cost of whichever option is chosen.

Employees may contribute up to \$5,000 in a dependent flexible spending account and up to \$3,000 in a medical flexible spending account. The minimum that may contributed to either account is \$10 per pay period for the 2000 Plan Year.

- I. The County shall one hundred percent (100%) of the monthly premium for County life insurance for each employee in the amount of two (2) times the employee's annual salary up to a maximum of one hundred thousand dollars (\$100,000). Employees may choose to increase their life insurance from one to four times their annual salary up to a total of \$700,000 including the base amount provided by the County. Employees will pay for the increased coverage at rates based on their age. Employees may choose to reduce their life insurance to one times their annual salary and receive a credit.
- J. There will be a one-time opportunity during open enrollment for the 2000 plan year for retirees to elect benefit coverages they do not now have. The County has agreed to extend this provision regarding the election of benefits for current retirees during open enrollment for the 2000 plan year with the express understanding and agreement of the parties that the County has not waived any rights it has with regard to whether matters affecting retirees constitute mandatory subjects of bargaining.

### 37. Retirement Contributions

- A. Employees paid in accordance with this Salary Schedule and who are eligible for enrollment in the Maryland State Employees' Retirement Systems shall pay retirement contributions at the rate of five percent (5%) or seven percent (7%) of base salary, depending on plan option selected.
- B. Classified employees hired prior to January 1, 1980, and are participants in the Employees' Retirement System may transfer to the Employees' Pension System, which is non-contributory up to the Social Security Wage Base.
- C. All classified employees hired on or after January 1, 1980, must enroll in the Employees' Pension System.

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

38. Supplemental Retirement Contributions

A. Benefit Accrual and Amounts.

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

1. Benefit accrual is at the rate of 0.4% times the number of years of actual and continuous service the employee has as a full-time Prince George's County Deputy Sheriff, to a maximum of twenty-five (25) years of actual and continuous service, multiplied by the employee's average annual compensation, as determined pursuant to Section 5.05.
2. Pursuant to Subparagraph 1, above, the maximum benefit payable to any eligible employee is ten percent (10%) of the employee's average annual compensation, as determined pursuant to Section 5.05.

B. Vesting.

1. Minimum Continuous Service Requirements

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

2. Vested Benefit

An employee completing the minimum continuous service requirements of Subsection A., above, shall be entitled to receive a monthly benefit as determined pursuant to Section 5.01.

C. Benefit Payment.

The benefit accrued by an employee under either Section 5.01 or Section 5.02, above, shall not be payable until retirement at the earliest of the following:

1. The date on which the employee reaches twenty-five (25) years of actual and continuous service;
2. The date the employee would have reached twenty-five (25) years of actual and continuous service had the employee not separated from service as a deputy sheriff for Prince George's County;
3. The date the employee reaches age fifty-five (55) and fifteen (15) years of service; or,
4. The date the employee reaches age sixty-two (62) and five (5) years of service.

D. Funding.

The cost of funding the supplemental retirement benefit described in this Article 5 will be shared by the employee and the County through regular contributions each pay period. Effective July 1, 1999, the employee contribution will be five and two-tenths of one percent (5.2%). The County shall contribute such amounts as are actuarially determined to be required to provide for the benefits under the Plan.

E. Definitions.

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

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

2. Average Annual Compensation means an amount computed by dividing by three (3) the compensation actually received by an employee during whatever period of thirty-six (36) consecutive months of continuous service will provide the largest total compensation for any such period.
3. Compensation means the basic compensation actually received by an employee for service rendered as a Deputy Sheriff for Prince George's County, excluding any overtime or other premium pay, bonuses or other additional compensation.
4. Continuous Service means the most recent unbroken period of employment as a Deputy Sheriff for Prince George's County. Continuous Service shall also include the service indicated for employees covered by this Agreement who are identified in the May 4, 1984 Memorandum of Understanding between the parties.

F. Pension Plan Modifications Effective July 1, 1989.

Effective July 1, 1989, the benefit accrual rate in Subparagraph 5.01(1), above, shall be increased to 0.6% and the maximum benefit payable under Subparagraph 5.01(2), above, shall be increased to fifteen percent (15%).

G. Hold Harmless for Supplemental Retirement and Leave Payout.

1. FY96/FY97 Merit. For any employee covered by this Agreement who retires during the period from July 1, 1999 through June 30, 2001, "Average Annual Compensation" as that term is defined in Section 5.05. (Definitions), above, will be calculated as if the employee had received all step increases the employee would otherwise have been eligible to receive during the period covering FY96 and FY97 but for the deferral of such step increases in those years.

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

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

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

Effective January 1, 1999, the benefit accrual rate in Section 5.08 above shall be increased from 0.8% to 1% per year for up to twenty-five (25) years of service for an increase in normal benefit from twenty percent (20%) to twenty-five percent (25%). Additional benefit may be earned for years twenty-six (26) through thirty (30) at the increased benefit accrual rate of one percent (1%) per year for a total maximum benefit of thirty percent (30%).

J. Disability Benefits.

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

39. Deputy Sheriff Pension Plan

A. Establishment of the Plan

Employees covered by this Agreement may elect to commence participation in the Deputy Sheriff Pension Plan (the Plan) (established by amending the Supplemental

Retirement Benefit Plan) in lieu of participating in the Maryland State Retirement or Pension Systems and the Supplemental Retirement Benefit Plan described in Sections 5.01 through 5.10, above. The Plan will be implemented on July 1, 1996. Establishment of the Plan is contingent on approval of the Plan by the County Council and the State, on the transfer of the appropriate assets from the State Retirement/Pension Systems to the County and is also contingent on IRS tax qualification.

**B. Benefit Accrual and Amounts**

**1. Normal Benefit - 50% Retirement at 25 Years of Service**

Normal Benefit accrual is at the rate of two percent (2%) times the number of years of actual and continuous service the employee has completed as a full-time Prince George's County Deputy Sheriff, to a maximum of twenty-five (25) years of actual and continuous service, multiplied by the employee's average annual compensation, as determined pursuant to Section 5.11.G., below. Additional benefit accrual may be earned for years twenty-six (26) through (30) at the increased accrual rate of two and two-tenths percent (2.2%) per year. The maximum benefit payable is 61%.

Effective January 1, 1999, Normal Benefit accrual is at the rate of two and two-tenths percent (2.2%) times the number of years of actual and continuous service the employee has completed as a full-time Prince George's County Deputy Sheriff, to a maximum of twenty-five (25) years of actual and continuous service, multiplied by the employee's average annual compensation, as determined pursuant to Section 5.11.G., below, for a normal retirement benefit of fifty-five percent (55%). Additional benefit accrual may be earned for years twenty-six (26) through (30) at the increased accrual rate of two and two-tenths percent (2.2%) per year. The maximum benefit payable is 66%.

**2. Disability Benefit**

**a. Job Related**

Effective July 1, 1999, the benefit for a job related disability is seventy percent (70%) of the employee's average annual compensation, as determined pursuant to Section 5.11.G., below, during the employee's first year of disability retirement. Thereafter, the job related disability benefit is reduced to fifty-five percent (55%) of the employee's annual average compensation.

**b. Non-Job Related**

The benefit for a non-job related disability is equal to a benefit calculated on the regular service formula for a normal benefit pursuant to Section 5.11.B.1., above, but will not be less than twenty-five percent (25%) of the

employee's average annual compensation, as determined pursuant to Section 5.11.G., below. To be eligible for the benefit, the employee must have completed five (5) years of actual and continuous service as a Prince George's County Deputy Sheriff.

3. Death Benefit

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

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

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

4. Cost Of Living Increases

- a. In January of each year, beginning in January, 1998, two-thirds (2/3) of the total investment returns (on a market value basis excluding any investment expenses incurred but including realized and unrealized capital gains and losses, as well as interest and dividends) in excess of the interest assumption for the previous plan year will be transferred to a "post-retirement increase fund."
- b. On January 31 of each year, beginning on January 31, 1998, every retiree and every Contingent Annuitant will receive a permanent increase in his or her retirement benefit as calculated in paragraph 4.c., below.
- c. The permanent increase will be determined by actuarially calculating the lifetime benefit that can be provided each eligible retiree and every Contingent Annuitant from the post-retirement increase fund, determined pursuant to paragraph 4.a., above, provided:
  1. Each eligible retiree and every Contingent Annuitant will receive the same dollar amount.



2. Beginning in January, 2000, the maximum increase provided shall not exceed One Hundred Twenty-five Dollars (\$125.00) per month.
3. No increase shall be provided if the amount in the post-retirement increase fund is not sufficient to provide at least a Ten Dollar (\$10) benefit increase.
- d. Any amount in the "post-retirement increase fund" described in paragraph 4.a. in excess of the amount necessary to fund the maximum permanent retirement increase described in paragraph 4.c.2. or less than an amount necessary to provide the minimum benefit described in paragraph 4.c.3. will be transferred (returned) to the general pension fund assets.
- e. The phrase "actuarially calculating the lifetime benefit" in subparagraph 4.c., above, means that the Plan's actuary will include an assumption that the pool of assets that has been determined to be available for COL purposes, if any, will earn interest at the same rate of return that is assumed for the Pension Fund itself. Also, any negative performance of the Pension Fund (the percentage by which actual returns fall short of the interest assumption) will be carried forward to successive calculations under this procedure until totally absorbed by future positive earnings.

C. Vesting

1. Minimum Continuous Service Requirements

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

2. Vested Benefit

An employee completing the minimum continuous service requirements of Subsection 1. above shall be entitled to receive a monthly benefit as determined pursuant to Section 5.11.B.1.

D. Benefit Payment

The benefit accrued by an employee under either Section 5.11.B.1. or 5.11.C., above, shall not be payable until the latest of the following:

1. the date on which the employee reaches either twenty-five (25) years of actual and continuous service or age fifty-five (55) with five years service (vested), whichever occurs earlier; or,

2. the date on which the employee either reaches age fifty-five (55) with five (5) years service (vested) or would have reached twenty-five (25) years of actual and continuous service had the employee not separated from service as a Deputy Sheriff for Prince George's County, whichever occurs earlier; or,
3. the date on which the employee actually separates from employment as a Deputy Sheriff for Prince George's County.

E. Funding

The cost of funding the Plan will be shared by the employee and the County through regular contributions each pay period. Effective July 1, 1999, the employee contribution shall be eight percent (8%) of salary. The County shall contribute such amounts as are actuarially determined to be required to provide for the benefits under the Plan.

F. Purchase of Service with Accrued Leave

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

G. Definitions

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

Actual Service shall also mean the service indicated for employees covered by this Agreement who are identified [in] the May 4, 1984 Memorandum of Understanding executed between the parties pursuant to Section 5.05A, above.

A Deputy's years of service will be determined by the greater of County credited service, described in the two paragraphs immediately above, or the deputy's credited service under the State Retirement/Pension Plans, provided, however, that use of credited service under the State Retirement/Pension Plans is contingent on the transfer of assets from previous employer(s) and employee contributions, if applicable, for each year counted.

2. Average Annual Compensation means an amount computed by dividing by two (2) the compensation actually received by an employee during whatever period of twenty-four (24) consecutive months of continuous service will provide the largest total compensation for any such period.
3. Compensation means the basic compensation actually received by an employee for service rendered as a Deputy Sheriff for Prince George's County, excluding any overtime or other premium pay, bonuses or other additional compensation.

4. Continuous Service means the most recent unbroken period of employment as a Deputy Sheriff for Prince George's County. Continuous Service shall also include the service indicated for employees covered by this Agreement who are identified in the May 4, 1984 Memorandum of Understanding between the parties pursuant to Section 5.05.D., above, and any additional service credited under the State Retirement/Pension Plans pursuant to paragraph G.1., above.

#### H. Joint Study Committee

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

#### I. FY96/FY97 Merit.

For any employee covered by this Agreement who retires during the period from July 1, 1999 through June 30, 2001, "Average Annual Compensation" as that term is defined in paragraph G. (Definitions), above, will be calculated as if the employee had received all step increases the employee would otherwise have been eligible to receive during the period covering FY96 and FY97 but for the deferral of such step increases in those years.

#### 40. 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 Section 5.04 (Funding) and Section 5.10, F. (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.

41. Administration of Employee Leave

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

42. Incentive Awards

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

43. Pay Plan Policy Statement

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