

COUNTY COUNCIL OF PRINCE GEORGE'S COUNTY, MARYLAND

1997 Legislative Session

Resolution No. CR-14-1997

Proposed by The Chairman (by request - County Executive)

Introduced by Council Members Estep, Russell, Wilson, Scott, and Bailey

Co-Sponsors

Date of Introduction March 4, 1997

RESOLUTION

A RESOLUTION concerning

Compensation and Benefits - Prince George's County

Police Civilian Employees Association

FOR the purpose of amending the Salary Plan of the County to reflect the terms of an amended labor agreement by and between Prince George's County, Maryland and the Prince George's County Police Civilian Employees Association.

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

WHEREAS, the Salary Plan must at this time be amended by the approval of a salary schedule to reflect the terms of an amended labor agreement by and between Prince George's County and the Prince George's County Police Civilian Employees Association;

NOW, THEREFORE, BE IT RESOLVED by the County Council of Prince George's County, Maryland, that the salary schedule submitted and recommended by the County Executive on February 26, 1997, which is attached hereto and made a part hereof, setting forth the following modifications: no cost of living or merit increases during Fiscal Year 1997 effective July 1, 1996; a restructuring of holiday pay; modifications to the Supplemental Retirement Benefit; Pre-tax deduction (IRS Pickup) of employee contribution to Supplemental Pension Plan; modifications in annual and sick leave benefit in accordance with CB-62-1995; and further establishing the workhours, pay in excess of base salary, leave provisions, incentive awards, unemployment insurance, retirement contributions,

supplemental retirement benefit, group health and life insurance, social security, worker's compensation, and clothing and maintenance allowance, for such employees, be and the same is hereby approved.

Adopted this 8th day of April, 1997.

COUNTY COUNCIL OF PRINCE
GEORGE'S COUNTY, MARYLAND

BY:

Dorothy F. Bailey
Chair

ATTEST:

Joyce T. Sweeney
Clerk of the Council

SALARY SCHEDULE P

SCHEDULE OF PAY GRADES - POLICE CIVILIANS

PRINCE GEORGE'S COUNTY, MARYLAND

EFFECTIVE JULY 1, 1996 - JUNE 30, 1997

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I. Uniform Wage Scale - Pay Plan Description

A. Pay Plan effective July 1, 1994.

B. 15 Step Plan - Derived as follows -

Step A (or Step 0-1) at Grade P-6 is 3.5% above the existing minimum salary for Grade P-6. Each successive step is 3.5% up to and including Step L. Step L to M is 3.0% and Steps M to N and N to O are 2.5%.

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

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

II. Placement & Movement on Wage Scale

A. Current Employees

1. General Rule - On their anniversary dates in FY95, employees will be placed on the scale at the next step above their salary and then be afforded a one step increase. After being placed on the scale, no one will receive more than a one step increase during FY95, and some employees may not receive a step increase (see III. A. 2. & 3., below).

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

3. Longevity Steps (Steps M, N & O) - Employees whose placement on the scale plus anniversary increase in FY95 results in their being at a step below that warranted by their years of service will have annual step increases until they are at the step which corresponds with their completed years of service. Employees who are placed on the scale during FY95 at a longevity step which exceeds their years of service or who during subsequent years achieve a longevity step which exceeds their years of completed service will not advance to the next longevity step until warranted by their completed years of service.

B. New Hires - Entry level employees hired during FY95 will be hired at Step A (0-1), and will not move to Step B (2) until their anniversary date in FY97.

C. Promotions and Demotions - Upon promotion or demotion, an employee will be placed at the step of the promotional grade which corresponds to his or her step before promotion or demotion (For example, a one grade promotion from P-05 Step H to P-06 Step H; a 2 grade promotion from P-08 Step M to P-10 Step M; or a three grade promotion from P-10 Step K to P-13 Step K).

D. Anniversary Dates - Employees covered by this Salary Schedule and hired before July 3, 1988, will keep the anniversary dates that they held on July 3, 1988 for as long as they are continuously employed. Employees hired on or after July 3, 1988 will have as their anniversary dates the dates of their initial appointment and those anniversary dates will not be changed while those employees are continuously employed.

E. Additional Pay Steps - Effective July 1, 1995, the wage scale will be expanded to include the following steps at a rate of two and one-half percent (2 1/2%) per step:

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

III. Cost of Living Adjustment - Fiscal Year 1997

No employee covered by this Salary Schedule will receive a cost of living adjustment during the period from July 1, 1996 through June 30, 1997.

IV. Anniversary Increase - Fiscal Year 1997

No employee covered by this Salary Schedule will receive a merit step (anniversary) increase during the period from July 1, 1996 through June 30, 1997.

V. Scheduled Pay Rates

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

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

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

BIWEEKLY	1156.68	1197.16	1239.06	1282.42	1327.30	1373.77	1421.85	1471.61	1523.12	1576.42	1631.60	1688.71	1747.82	1800.25	1845.25	1891.38	1938.67	1987.14	2036.82
ANNUAL	30,074	31,126	32,215	33,343	34,510	35,718	36,968	38,262	39,601	40,987	42,422	43,907	45,443	46,806	47,976	49,176	50,405	51,666	52,957

The rates in effect on July 1, 1995 for steps B-P are the same as the June 25, 1995 rates for steps A-O respectively, as adopted by CR-67-1994. Effective July 1, 1995, the wage scale will be expanded to include a new step A at three and one-half percent (3 1/2%) less than step B, and three additional steps Q, R and S at a rate of two and one-half percent (2 1/2%) intervals from Step P. Upon implementation of the new Cyborg/Payroll system, employees will maintain their current pay rates and will be placed at their appropriate steps. Employees hired on or after the implementation of the new Cyborg Payroll system will come in at step A of their respective pay grades. For administrative purposes, the hourly rates are the controlling rates. Biweekly rates are the hourly rates multiplied by 80 and rounded to the nearest cent. Annual rates are hourly rates multiplied by 2080 and rounded to the nearest dollar.

VI. A. Workhours

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

B. Rest Period

Upon approval of the employee's supervisor, consistent with operational necessity, employees covered by this Salary Schedule 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.

C. Meal Period

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

VII. Pay In Excess of Base Salary

A. 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.

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

B. 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.

C. Acting Pay

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

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

D. Standby Compensation

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

E. 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 Salary Schedule 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 of every ten (10) minutes.

F. Trainer Pay

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

G. Holiday Pay

1. Holidays and Holiday Compensation

The Personnel Law establishes the regular holidays for County employees including those employees covered by this Salary Schedule 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 Salary Schedule.

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

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

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

2. Holiday Work Scheduling

a. 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 E.1. of this Section.

b. 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 E.1. of this Section. The determination as to which observed holidays bargaining unit members covered by this subparagraph E.2.b. are actually scheduled to work will be determined by the Department, consistent with operational needs.

3. 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 E.1. above. Employees who work both the day the holiday falls on and the day it is celebrated shall be entitled to subparagraph E.1. benefits only as to the first such scheduled day to work.

4. 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 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 the number of hours of compensatory leave (not to exceed twelve (12) hours per employee per twenty-four (24) hour period) equal to the number of hours of administrative leave granted to non-essential 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 applicable rules and regulations.

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

H. Shift Differentials

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

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

3. 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.

4. 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.

5. 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/her normally scheduled tour of duty which also fall into the third or first shift.

VIII. Leave Provisions

A. Sick Leave

1. Sick leave may be accumulated from year to year. All full-time employees earn 4 1/2 hours of sick leave each pay period with a periodic adjustment to ensure that each employee earns fifteen (15) days of sick leave each leave year through the duration of County service. Each such day shall constitute eight (8) hours. Employees who work on a year-round part-time basis for forty (40) or more hours per pay period shall accrue sick leave in proportion to the hours worked during each pay period.

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

B. Annual Leave

Full-time employees shall earn annual leave on the following basis:

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

Employees who work on a year-round part-time basis for forty (40) or more hours per pay period shall earn annual leave in proportion to the hours worked during each pay period.

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

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).

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.

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

C. Sick and Annual Leave Disposition Upon Separation.

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

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

Upon separation from employment, employees who participate in the Maryland State Retirement Systems (MSRS) may elect to receive a cash payment for the remainder of their annual leave hours that were accumulated as of the end of the 1996 leave year OR up to 360 hours of accumulated annual leave, whichever is greater. Any remaining amount would be converted to sick leave and could be applied to purchase MSRS pension credit at the applicable rate.

4. For all or any portion of the employee's sick leave balance earned as of the end of the last full pay period of the 1996 leave year, the employee may elect to receive cash payment in an amount equal to the total number of unused sick leave hours multiplied by one-half of the employee's base hourly rate of pay as of January 4, 1997. Sick leave

earned beginning the first pay period of Fiscal Year 1997 is not subject to cash payment to the employee upon separation.

5. For individuals who participate in the MSRS plan, sick leave earned beginning with the first pay period in the 1997 leave year is not subject to cash payment but may be used to purchase MSRS pension credit at the applicable rate.
6. Notwithstanding any provision in this Section to the contrary, an employee who is involuntarily separated from employment with the County for disciplinary reasons is not entitled to any payment for unused sick leave.
7. Notwithstanding any provision in this Section to the contrary, an employee who has been separated from employment under a separation-disability action pursuant to Section 16-189 if the Personnel Law shall forfeit any sick leave hours accumulated at the time of the employee's separation.

D. Personal Leave

One personal leave day shall be granted to all employees eligible for annual leave.

E. Discretionary Leave

Employees covered by this Salary Schedule are eligible for and may take one (1) day of discretionary leave per wage reporting year. Discretionary leave may not be taken in increments and must be requested with reasonable advance notice and approved prior to use. A day of discretionary leave shall consist of the same number of hours as are in the employee's regularly scheduled workshift (i.e., 8, 10, 12 hour shifts).

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

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

F. 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/her designee or the Director of DER or his/her 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.

G. Family and Medical Leave

Employees covered by this Salary Schedule are entitled to family and medical leave as provided in the County Personnel Law. The Chief of Police may also grant the employee additional leave without pay pursuant to the terms of the Personnel Law. Where leave without pay is granted to an employee under this provision, 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.

H. Bereavement Leave

In the event of the death of an employee's spouse, child, or parent, the employee may take up to four (4) working days leave for bereavement. The first three (3) leave days will be administrative leave days, and the other day will be charged to the employee's accumulated sick leave, annual leave or leave without pay.

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

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

1. The President of the PCEA shall be granted a full-time leave of absence from his/her duties for the Police Department, but shall remain on the payroll of the Police Department for the purposes of performing full-time duties as President of the PCEA. During such paid leave, the President shall continue to accumulate seniority and shall receive all benefits as if he/she were fully on duty including, but not limited to, pension accruals and fringe benefits. If the PCEA President is absent from normal duties on approved leave for a period of more than three (3) consecutive days, the PCEA President may designate in writing to the County a PCEA Board member who shall act as PCEA President in his/her absence. The County agrees that upon receipt of written designation by the PCEA President, the County will place on administrative leave the PCEA Board member so designated by the PCEA President in lieu of the President for each day that leave is announced. At the end of his/her term of office, the Department will make reasonable efforts to assign the immediate past PCEA President to a position with similar duties and on the same shift as the position he/she held immediately before going on full-time leave of absence as President of the PCEA. In no event will the Department assign the immediate past President to a position with a lower salary grade than the grade he/she held immediately prior to taking office.

2. 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 (such approval not being unreasonably withheld) and subject to the limitations of paragraph 5 below.

3. 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 (such approval not being unreasonably withheld) and subject to the limitations of paragraph 5 below.

4. Each member of the PCEA negotiating team (not to exceed a total of seven (7) members and alternates) shall be granted a total of four (4) days of administrative leave to prepare for negotiations, provided that prior approval from the Chief of Police or the Director of DER, as appropriate, has been secured. Members of the PCEA negotiating team (not to exceed a total of seven (7) members and alternates) shall be excused from work on the day of negotiations to attend meetings with representatives of the County with no loss of pay or leave. (For example, an employee who would otherwise receive a shift differential for his or her regularly scheduled hours on a day the employee is excused from work to participate in negotiations is entitled to receive the shift differential.) Any PCEA negotiating team member who is assigned to a night or evening shift shall be granted administrative leave for the shift he/she is scheduled to work either immediately before or immediately following the negotiation meeting.

5. The County will provide an administrative leave bank of one hundred twenty-five (125) person days available for use under paragraphs 2 and 3, above.

J. Disability Leave

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

The Department will designate someone from management who will have responsibility for making a preliminary determination as to whether an injury qualifies for disability leave up to a maximum of fourteen (14) calendar days or until the necessary documentation is forwarded to the County Office of Personnel and Labor Relations for review, whichever occurs sooner. The Department will make good faith efforts to make the determination within two (2) working days after all reports and necessary documentation are submitted for review.

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

K. Administration of Leave

The provisions governing the administration of the above types of leave as well as other types of leave (holiday, administrative, military, military leave without pay, disability, absence without leave, compensatory) are specified in Division 17 of the Personnel Law and Administrative Procedure 284.

IX. 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.

X. Unemployment Insurance

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

XI. Retirement Contributions

A. Employees paid in accordance with this Salary Schedule and who are enrolled 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. Effective January 1, 1980, current participants in the Employee's 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.

XII. Supplemental Retirement Benefit

1. Benefit Accrual and Amounts.

Effective July 1, 1992, employees covered by this Salary Schedule 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. Effective June 30, 1993, the benefit accrual is at the rate of 0.6% 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 15% of the employee's average annual compensation, as determined pursuant to paragraph 5, below.

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

2. Vesting.

a. Minimum Continuous Service Requirements.

No employee covered by this Salary Schedule 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.

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

4. Funding.

The cost of funding the supplemental retirement benefit for all participating employees, as determined by the Plan's actuary, will be shared on an equal basis by the employees and the

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

5. Definitions.

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

b. Average Annual Compensation means an amount computed by dividing by three the compensation actually received by an employee during whatever period of thirty-six (36) consecutive months of continuous service will provide the largest total compensation for any such period.

c. Compensation means the basic compensation actually received by an employee for service rendered as an employee for Prince George's County, excluding any overtime or other premium pay, bonuses or other additional compensation.

d. Continuous Service means the most recent unbroken period of employment as an employee of Prince George's County.

6. Hold Harmless - FY96/FY97 Merit

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

7. IRS Pickup Plan

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

(a) 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;

(b) shall reduce the taxable compensation of the employee in an amount that equals the employee contributions picked up by the County;

(c) shall be paid by the County from the same source of funds that is used to pay

compensation to the employee;

(d) 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.

XIII. Group Health Insurance

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

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

C. The Employer shall contribute ninety (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%).

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

E. A Dental Plan is available to employees. The employee pays the entire cost.

XIV. Life Insurance

The County shall pay one hundred percent (100%) of the monthly premium for the County life insurance coverage as authorized and in accordance with Section 16-212 of the Personnel Law.

XV. Social Security

Effective January 1, 1996, the County and each employee paid in accordance with this Salary Schedule shall make contributions to the Social Security fund of 7.65% of the first \$62,700 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.

XVI. 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.

XVII. Clothing and Maintenance Allowance

A. Evidence Technicians/Property Clerks

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

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

B. Public Safety Aides

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

C. Clothing Allowance Disbursement

Clothing allowances payable under this Section XVIII will be paid in July of each fiscal year covered by this Salary Schedule, and are not included in the employee's base pay for any purposes such as computing holiday pay, annual and sick leave pay, etc.

D. Headsets

To defray the cost of maintaining and/or replacing custom made earpieces, the County will provide an annual fifty dollar (\$50.00) earpiece allowance to all employees who are required to use headsets in the performance of their duty. The County will provide repairs and issue temporary replacements for broken or defective issued headsets.

XVIII. 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 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.