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COUNTY COUNCIL OF PRINCE GEORGE'S COUNTY, MARYLAND

Legislative Session

1992

Resolution No. _____ CR-53-

1992

Proposed by The Chairman (by request - County Executive)

Introduced by Council Members Pemberton and Bell

Co-Sponsors

Date of Introduction May 19,
1992

RESOLUTION

A RESOLUTION concerning
Compensation and Benefits - Police Civilian Employees
Association

Salary Schedule P, Schedule of Pay Grades
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 and the 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 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 May 6, 1992, which is attached hereto and made a part hereof, setting forth a two percent (2%) increase in the base hourly rates effective June 28, 1992; a two percent (2%) increase in the base hourly rates effective March 21, 1993; a two percent (2%) increase in the base hourly rates effective June 13, 1993; a two percent (2%) increase in base hourly rates effective June 27, 1993; changes in employer/employee contribution rates for Health Maintenance Organizations (HMO) coverage effective July 1, 1992; a supplemental retirement benefit effective July 1, 1992; a deferral of anniversary (merit) increases occurring during the first eight (8) months of fiscal year 1993 until March 7, 1993; 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, retirement contributions, 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.

BE IT FURTHER RESOLVED that the provisions of this resolution shall supersede the provisions of CB-13-1992.

Adopted this 7th day of July, 1992.

COUNTY COUNCIL OF PRINCE
GEORGE'S COUNTY, MARYLAND

BY:

Richard J. Castaldi
Chairman

ATTEST:

Joyce T. Sweeney
Acting Clerk of the Council

SALARY SCHEDULE P
SCHEDULE OF PAY GRADES - POLICE CIVILIANS
PRINCE GEORGE'S COUNTY, MARYLAND
EFFECTIVE JULY 1, 1991 - JUNE 30, 1993
(AS AMENDED FOR FY 92)

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I. Scheduled Pay Rates

SALARY SCHEDULE P - EFFECTIVE JUNE 28, 1992
SCHEDULE OF PAY GRADES - POLICE CIVILIANS
PRINCE GEORGE'S COUNTY, MARYLAND

<u>GRADE</u>		<u>MINIMUM</u>	<u>MAXIMUM</u>
P01	HOURLY	5.8009	8.9943
	BIWKLY	464.07	719.54
	ANNUAL	12,066	18,708
P02	HOURLY	6.0646	9.4080
	BIWKLY	485.17	752.64
	ANNUAL	12,614	19,569
P03	HOURLY	6.3284	9.8624
	BIWKLY	506.27	788.99
	ANNUAL	13,163	20,514
P04	HOURLY	6.6270	10.3383
	BIWKLY	530.16	827.06
	ANNUAL	13,784	21,504
P05	HOURLY	6.9611	10.7930
	BIWKLY	556.89	863.44
	ANNUAL	14,479	22,449
P06	HOURLY	7.2948	11.3309
	BIWKLY	583.58	906.47
	ANNUAL	15,173	23,568
P07	HOURLY	7.6466	11.8892
	BIWKLY	611.73	951.14
	ANNUAL	15,905	24,730
P08	HOURLY	7.9981	12.4679
	BIWKLY	639.85	997.43
	ANNUAL	16,636	25,933
P09	HOURLY	8.3849	13.1295
	BIWKLY	670.79	1,050.36
	ANNUAL	17,441	27,309
P10	HOURLY	8.7890	13.7706
	BIWKLY	703.12	1,101.65
	ANNUAL	18,281	28,643

<u>GRADE</u>		<u>MINIMUM</u>	<u>MAXIMUM</u>
P11	HOURLY	9.1759	14.4322
	BIWKLY	734.07	1,154.58
	ANNUAL	19,086	30,019
P12	HOURLY	9.6331	15.1353
	BIWKLY	770.65	1,210.82
	ANNUAL	20,037	31,481
P13	HOURLY		10.1076
	15.8798		
	BIWKLY	808.61	1,270.38
	ANNUAL	21,024	33,030
P14	HOURLY	10.5996	16.6031
	BIWKLY	847.97	1,328.25
	ANNUAL	22,047	34,534
P15	HOURLY	11.1622	17.3889
	BIWKLY	892.98	1,391.11
	ANNUAL	23,217	36,169
P16	HOURLY	11.7073	18.2779
	BIWKLY	936.58	1,462.23
	ANNUAL	24,351	38,018
P17	HOURLY	12.2926	19.1919
	BIWKLY	983.41	1,535.35
	ANNUAL	25,569	39,919
P18	HOURLY	12.9072	20.1516
	BIWKLY	1,032.58	1,612.13
	ANNUAL	26,847	41,915

The hourly rates are the July 1, 1990 rates multiplied by 102%. For administrative purposes, the hourly rates are the controlling rates. Biweekly rates are hourly rates multiplied by 80. Annual rates are the hourly rates multiplied by 2,080 and rounded to the nearest dollar.

SALARY SCHEDULE P - EFFECTIVE MARCH 21, 1993
SCHEDULE OF PAY GRADES - POLICE CIVILIANS
PRINCE GEORGE'S COUNTY, MARYLAND

<u>GRADE</u>		<u>MINIMUM</u>	<u>MAXIMUM</u>
P01	HOURLY	5.9169	9.1742
	BIWKLY	473.35	733.94
	ANNUAL	12,307	19,082
P02	HOURLY	6.1859	9.5962
	BIWKLY	494.87	767.70
	ANNUAL	12,867	19,960
P03	HOURLY	6.4550	10.0596
	BIWKLY	516.40	804.77
	ANNUAL	13,426	20,924
P04	HOURLY	6.7595	10.5451
	BIWKLY	540.76	843.61
	ANNUAL	14,060	21,934
P05	HOURLY	7.1003	11.0089
	BIWKLY	568.02	880.71
	ANNUAL	14,769	22,899
P06	HOURLY	7.4407	11.5575
	BIWKLY	595.26	924.60
	ANNUAL	15,477	24,040
P07	HOURLY	7.7995	12.1270
	BIWKLY	623.96	970.16
	ANNUAL	16,223	25,224
P08	HOURLY	8.1581	12.7173
	BIWKLY	652.65	1,017.38
	ANNUAL	16,969	26,452
P09	HOURLY	8.5526	13.3921
	BIWKLY	684.21	1,071.37
	ANNUAL	17,789	27,856
P10	HOURLY	8.9648	14.0460
	BIWKLY	717.18	1,123.68
	ANNUAL	18,647	29,216

<u>GRADE</u>		<u>MINIMUM</u>	<u>MAXIMUM</u>
P11	HOURLY	9.3594	14.7208
	BIWKLY	748.75	1,177.66
	ANNUAL	19,468	30,619
P12	HOURLY	9.8258	15.4380
	BIWKLY	786.06	1,235.04
	ANNUAL	20,438	32,111
P13	HOURLY	10.3098	16.1974
	BIWKLY	824.78	1,295.79
	ANNUAL	21,444	33,691
P14	HOURLY	10.8116	16.9352
	BIWKLY	864.93	1,354.82
	ANNUAL	22,488	35,225
P15	HOURLY	11.3854	17.7367
	BIWKLY	910.83	1,418.94
	ANNUAL	23,682	36,892
P16	HOURLY	11.9414	18.6435
	BIWKLY	955.31	1,491.48
	ANNUAL	24,838	38,778
P17	HOURLY	12.5385	19.5757
	BIWKLY	1,003.08	1,566.06
	ANNUAL	26,080	40,717
P18	HOURLY	13.1653	20.5546
	BIWKLY	1,053.22	1,644.37
	ANNUAL	27,384	42,754

The hourly rates are the June 28, 1992 rates multiplied by 102%. For administrative purposes, the hourly rates are the controlling rates. Biweekly rates are hourly rates multiplied by 80. Annual rates are the hourly rates multiplied by 2,080 and rounded to the nearest dollar.

SALARY SCHEDULE P - EFFECTIVE JUNE 13, 1993
SCHEDULE OF PAY GRADES - POLICE CIVILIANS
PRINCE GEORGE'S COUNTY, MARYLAND

<u>GRADE</u>		<u>MINIMUM</u>	<u>MAXIMUM</u>
P01	HOURLY	6.0352	9.3577
	BIWKLY	482.82	748.62
	ANNUAL	12,553	19,464
P02	HOURLY	6.3096	9.7881
	BIWKLY	504.77	783.05
	ANNUAL	13,124	20,359
P03	HOURLY	6.5841	10.2608
	BIWKLY	526.73	820.86
	ANNUAL	13,695	21,342
P04	HOURLY	6.8947	10.7560
	BIWKLY	551.58	860.48
	ANNUAL	14,341	22,372
P05	HOURLY	7.2423	11.2291
	BIWKLY	579.38	898.33
	ANNUAL	15,064	23,357
P06	HOURLY	7.5895	11.7887
	BIWKLY	607.16	943.10
	ANNUAL	15,786	24,520
P07	HOURLY	7.9555	12.3695
	BIWKLY	636.44	989.56
	ANNUAL	16,547	25,729
P08	HOURLY	8.3213	12.9716
	BIWKLY	665.70	1,037.73
	ANNUAL	17,308	26,981
P09	HOURLY	8.7237	13.6599
	BIWKLY	697.90	1,092.79
	ANNUAL	18,145	28,413
P10	HOURLY	9.1441	14.3269
	BIWKLY	731.53	1,146.15
	ANNUAL	19,020	29,800

<u>GRADE</u>		<u>MINIMUM</u>	<u>MAXIMUM</u>
P11	HOURLY	9.5466	15.0152
	BIWKLY	763.73	1,201.22
	ANNUAL	19,857	31,232
P12	HOURLY	10.0223	15.7468
	BIWKLY	801.78	1,259.74
	ANNUAL	20,846	32,753
P13	HOURLY	10.5160	16.5213
	BIWKLY	841.28	1,321.70
	ANNUAL	21,873	34,364
P14	HOURLY	11.0278	17.2739
	BIWKLY	882.22	1,381.91
	ANNUAL	22,938	35,930
P15	HOURLY	11.6131	18.0914
	BIWKLY	929.05	1,447.31
	ANNUAL	24,155	37,630
P16	HOURLY	12.1802	19.0164
	BIWKLY	974.42	1,521.31
	ANNUAL	25,335	39,554
P17	HOURLY	12.7893	19.9672
	BIWKLY	1,023.14	1,597.38
	ANNUAL	26,602	41,532
P18	HOURLY	13.4286	20.9657
	BIWKLY	1,074.29	1,677.26
	ANNUAL	27,931	43,609

The hourly rates are the March 21, 1993 rates multiplied by 102%. For administrative purposes, the hourly rates are the controlling rates. Biweekly rates are hourly rates multiplied by 80. Annual rates are the hourly rates multiplied by 2,080 and rounded to the nearest dollar.

SALARY SCHEDULE P - EFFECTIVE JUNE 27, 1993
SCHEDULE OF PAY GRADES - POLICE CIVILIANS
PRINCE GEORGE'S COUNTY, MARYLAND

<u>GRADE</u>		<u>MINIMUM</u>	<u>MAXIMUM</u>
P01	HOURLY	6.1559	9.5449
	BIWKLY	492.47	763.59
	ANNUAL	12,804	19,853
P02	HOURLY	6.4358	9.9839
	BIWKLY	514.86	798.71
	ANNUAL	13,386	20,767
P03	HOURLY	6.7158	10.4660
	BIWKLY	537.26	837.28
	ANNUAL	13,969	21,769
P04	HOURLY	7.0326	10.9711
	BIWKLY	562.61	877.69
	ANNUAL	14,628	22,820
P05	HOURLY	7.3871	11.4537
	BIWKLY	590.97	916.30
	ANNUAL	15,365	23,824
P06	HOURLY	7.7413	12.0245
	BIWKLY	619.30	961.96
	ANNUAL	16,102	25,011
P07	HOURLY	8.1146	12.6169
	BIWKLY	649.17	1,009.35
	ANNUAL	16,878	26,243
P08	HOURLY	8.4877	13.2310
	BIWKLY	679.02	1,058.48
	ANNUAL	17,654	27,520
P09	HOURLY	8.8982	13.9331
	BIWKLY	711.86	1,114.65
	ANNUAL	18,508	28,981
P10	HOURLY	9.3270	14.6134
	BIWKLY	746.16	1,169.07
	ANNUAL	19,400	30,396

<u>GRADE</u>		<u>MINIMUM</u>	<u>MAXIMUM</u>
P11	HOURLY	9.7375	15.3155
	BIWKLY	779.00	1,225.24
	ANNUAL	20,254	31,856
P12	HOURLY	10.2227	16.0617
	BIWKLY	817.82	1,284.94
	ANNUAL	21,263	33,408
P13	HOURLY	10.7263	16.8517
	BIWKLY	858.10	1,348.14
	ANNUAL	22,311	35,052
P14	HOURLY	11.2484	17.6194
	BIWKLY	899.87	1,409.55
	ANNUAL	23,397	36,648
P15	HOURLY	11.8454	18.4532
	BIWKLY	947.63	1,476.26
	ANNUAL	24,638	38,383
P16	HOURLY	12.4238	19.3967
	BIWKLY	993.90	1,551.74
	ANNUAL	25,842	40,345
P17	HOURLY	13.0451	20.3665
	BIWKLY	1,043.61	1,629.32
	ANNUAL	27,134	42,362
P18	HOURLY	13.6972	21.3850
	BIWKLY	1,095.78	1,710.80
	ANNUAL	28,490	44,481

The hourly rates are the June 13, 1993 rates multiplied by 102%. For administrative purposes, the hourly rates are the controlling rates. Biweekly rates are hourly rates multiplied by 80. Annual rates are the hourly rates multiplied by 2,080 and rounded to the nearest dollar.

1. MIN-MAX System:

The MIN-MAX system in effect on April 4, 1992, will continue in effect for all members of the bargaining unit.

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

(2) If, upon the granting of a three and one-half percent (3 1/2%) merit increase, an employee's salary rate is greater than one (1%) percent but less than three and one-half percent (3 1/2%) from the applicable maximum rate, the employee, upon the satisfactory completion of one (1) additional year service, will have his salary rate adjusted to the applicable maximum rate.
- C. Employees covered by this Salary Schedule and hired before July 3, 1988, will keep the anniversary dates that they hold on July 3, 1988 for as long as they are continuously employed. Employees hired on or after July 3, 1988 will have as their anniversary dates the dates of their initial appointment and those anniversary dates will not be changed while those employees are continuously employed.

Employees covered by this Salary Schedule who are eligible to receive an anniversary (merit) increase during the first eight (8) months of Fiscal Year 1993 will not receive the appropriate anniversary salary rate increase until the first full pay period beginning on or after March 7, 1993. Subsequent anniversary (merit) increases will be paid when due.
- D. Upon promotion, an employee's salary rate shall be equivalent to a ten percent (10%) increase over his current rate or the stated minimum for the grade to which he/she is promoted, whichever is greater.
- E. Steps for the purpose of demotions, discipline and reallocations shall be at the rate of five percent (5%) and shall be governed by the Personnel Law.
- F. Salary Schedules covering the period from June 28, 1992 through June 30, 1993 are attached. Salary Schedule P, which became effective on July 1, 1990, shall remain in effect for the period from July 1, 1991 through June

13, 1992. A new Salary Schedule P will become effective June 28, 1992 and will reflect a two percent (2%) increase in base hourly rates effective on the following dates: June 28, 1992, March 21, 1993, June 13, 1993, and June 27, 1993. Employees who were red-circled at rates of pay beyond the maximum rates in effect on July 28, 1991, will receive the two percent (2%) cost of living increase on June 14, 1992, March 21, 1993, June 13, 1993, and June 27, 1993, and will continue to be red-circled.

II. 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 meal period at the direction of management are entitled to be paid for the meal period worked pursuant to Section III A., Overtime Pay.

III. 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.

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 beginning with the 1st day and he/she shall continue to be paid that rate until relieved of the position.

Where management elects to assign an employee to work in an acting capacity as described above, the Employer shall not schedule work to circumvent the 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. 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.

E. 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 expect 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.

Employees eligible for holiday pay who work on a holiday shall have the option of either (a) being paid at one and one-half (1 1/2) times their regular rate of pay for each hour worked (except overtime) in addition to the holiday pay (provided in the preceding paragraph) but shall not receive another day off, or, (b) being paid at one and one-half (1 1/2) times their regular rate of pay for each hour worked (except overtime) and receiving another day off. Subject to the approval of the Police Department, an employee can elect to receive compensatory leave at time and one-half in lieu of pay for hours actually worked on a holiday. Any overtime performed by an employee on a holiday shall be compensated in accordance with the employee's regular overtime rate (i.e., no pyramiding).

If a holiday falls on an employee's regular day off, the employee shall receive an extra day's pay at straight time for the day, or, at the employee's option, 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.2b. 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 day worked.

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 eight (8) 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.

F. Shift Differentials

1. First Shift: Effective the first full pay period beginning on or after July 1, 1988, a shift differential of one dollar and seventy cents (\$1.70) per hour shall be paid for all

time worked on the first shift (i.e., the night shift, 2300 hours to 0700 hours) to each employee specifically assigned to work the first shift.

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

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

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

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.

IV. 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. Any employee covered by this Salary Schedule who has not used sick leave during any one or more of the consecutive twelve (12) week periods (with the first period running from July 3, 1988 through September 24, 1988) shall be eligible for payment for up to eight (8) hours of sick leave for each such period and those hours so paid will be deducted from the employee's sick leave balance. To qualify for a payment under this section, the eligible employee must notify the County in writing of his/her election within twenty-eight (28) days of the close of any one of the twelve (12) week periods specified herein.

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

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

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

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.

E. Leave Reporting for Shift Work Employees

When a shift work employee covered by this Salary Schedule uses leave (annual, sick or compensatory), his/her unpaid meal period shall not be included in his/her leave deduction.

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. Parental Leave

Employees may take any combination of accrued leave, including paid parental leave provided for by the Personnel Law and/or leave without pay, up to ninety (90) days, for parental leave, and such period may be extended at the discretion of the Employer upon the written request of the employee, up to a maximum of one hundred eighty (180) days, (including the first ninety (90) days). Where leave without pay is granted to an employee under this 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, stepchild, parent, grandparent, grandchild, brother, sister, brother- or sister-in-law, mother- or father-in-law, or son- or daughter-in-law, or any member of the employee's household, the employee may take up to four (4) working days leave for bereavement. The first leave day will be an administrative leave day, and the other day or days will be charged to the employee's accumulated sick leave, annual leave or leave without pay.

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 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 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 two and one-half (2 1/2) days of administrative leave to prepare for negotiations, provided that prior approval from the Chief of Police or the Director of DER 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 (100) person days available for use under paragraphs 2 and 3 above.

J. 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.

K. Leave Reporting for Shift Work Employees

When a shift work employee covered by this Salary Schedule uses leave (annual, sick or compensatory), his/her unpaid meal period time shall not be included in his/her leave deduction.

V. 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.

VI. 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.

VII. Retirement Contributions

A. Employees paid in accordance with this Salary Schedule and who are enrolled in the Maryland State Employee's 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 Employee's 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 Employee's 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.

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

b. Pursuant to paragraph 1, above, the maximum benefit payable to any eligible employee is 10% of the employee's average annual compensation, as determined pursuant to paragraph 5, below.

2. Vesting.

a. Minimum Continuous Service Requirements.

No employee covered by this 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.

4. Funding.

The cost of funding the supplemental retirement benefit for all participating employees, as determined by the Plan's actuary, will be shared on an equal basis by the employees and the County through regular contributions each pay period.

5. Definitions.

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

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

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

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

IX. Group Health Insurance

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

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

Effective with contributions in June, 1992, for coverage beginning in July, 1992, the County shall contribute eighty-five percent (85%) to the cost of a prepaid group health plan or health maintenance organization (HMO) for any employee who elects to participate in the program. Participating employees shall contribute the remaining fifteen percent (15%).

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

C. The Employer shall contribute ninety (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. A Dental Plan is available to employees. The employee pays the entire cost.

X. 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.

XI. Social Security

Effective January 1, 1992, 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 \$53,400 and 1.45% of the remainder up to \$130,200 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.

XII. 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, Article 101, Annotated Code of Maryland.

XIII. Clothing and Maintenance Allowance

A. Evidence Technician/Supply/Property Clerks

Fiscal Year 1992 and Fiscal Year 1993: 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 Supply/Property Clerks working in Vehicle Services.

B. Public Safety Aides

Fiscal Year 1992 and Fiscal Year 1993: 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 XIII will be paid in two (2) equal installments in July and January 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

The Employer will provide reimbursement up to fifty dollars (\$50.00) - twenty-five dollars (\$25.00) per earpiece -

to employees covered by this Salary Schedule who are required to use headsets in the performance of their duty, and who purchase custom made earpieces. Employees requesting such reimbursement shall present proof of purchase to the Employer.

XIV. 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.

NOTE: The attached Addendum to Memorandum of Understanding is available in hard copy only.