

**COUNTY COUNCIL OF PRINCE GEORGE'S COUNTY, MARYLAND**

**2023 Legislative Session**

Bill No. CB-027-2023

Chapter No. 20

Proposed and Presented by The Chair (by request – County Executive)

Introduced by Council Members Dernoga, Harrison, Watson, Ivey, Fisher and Franklin

Co-Sponsors Council Member Hawkins

Date of Introduction March 21, 2023

**BILL**

1 AN ACT concerning

2 Collective Bargaining Agreement - Deputy Sheriff's Association of

3 Prince George's County, Inc. (Civilian Units)

4 For the purpose of approving the labor agreement by and between Prince George's County,

5 Maryland and the Deputy Sheriff's Association of Prince George's County, Inc. (Civilian Units),

6 to provide for wages and certain other terms and conditions of employment for personnel

7 classifications certified by the Prince George's County Public Employee Relations Board.

8 BY repealing and reenacting with amendments:

9 SUBTITLE 16. PERSONNEL.

10 Section 16-233(f)(21),

11 The Prince George's County Code

12 (2019 Edition; 2022 Supplement).

13 SECTION 1. BE IT ENACTED by the County Council of Prince George's County,

14 Maryland, that Section 16-233(f)(21) of the Prince George's County Code be and the same is

15 hereby repealed and reenacted with the following amendments:

16 SUBTITLE 16. PERSONNEL.

17 DIVISION 19. COLLECTIVE BARGAINING.

18 **Sec. 16-233. General.**

19 \* \* \* \* \*

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

21 \* \* \* \* \*

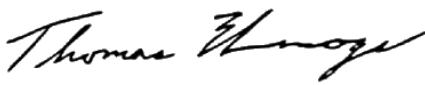
(21) **Declaration of Approval – The Deputy Sheriff’s Association of Prince George’s County, Inc. (Civilian Units).**

The County Council of Prince George's County, Maryland, having fully considered the labor agreement concluded between Prince George's County, Maryland and the Deputy Sheriff’s Association of Prince George's County, Inc. (Civilian Units) on [October 29, 2021] October 17, 2022, hereby approves said agreement in accordance with the provisions of Section 13A-109 of the Prince George's County Code.


SECTION 2. BE IT FURTHER ENACTED that this Act shall take effect forty-five (45) calendar days after it becomes law and the Agreement, unless specifically stated otherwise in a specific provision, shall be retroactively effective to July 1, 2022.

Adopted this 11<sup>th</sup> day of April, 2023.

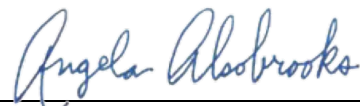
COUNTY COUNCIL OF PRINCE  
GEORGE'S COUNTY, MARYLAND

BY:   
Thomas E. Dernoga  
Chair

ATTEST:

  
Donna J. Brown  
Clerk of the Council

APPROVED:

DATE: April 20, 2023 BY:   
Angela D. Alsobrooks  
County Executive

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

\* \* \* \* \*

**AGREEMENT**  
**BETWEEN**  
**PRINCE GEORGE'S COUNTY, MARYLAND**  
**AND**  
**DEPUTY SHERIFF'S ASSOCIATION OF**  
**PRINCE GEORGE'S COUNTY, INC. (CIVILIAN EMPLOYEES)**  
**JULY 1, 2022 - JUNE 30, 2024**

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## **PREAMBLE AND SCOPE**

This Agreement is entered into by and among Prince George's County, Maryland (hereinafter referred to as the "County"), the Office of the Sheriff, Prince George's County, Maryland (hereinafter referred to as the "Sheriff" or "Office of the Sheriff") and The Deputy Sheriff's Association of Prince George's County, Inc. Civilian Employees (hereinafter referred to as the "DSA") and has as its purposes to set forth the Agreement of the parties on compensation and working conditions for employees in the bargaining unit and to promote harmonious relations among the County, the Sheriff and the DSA.

## **ARTICLE 1 -- RECOGNITION**

For purposes of subjects within the scope of this Agreement, the County recognizes the DSA as the sole and exclusive bargaining agent of the employees of the Office of the Sheriff of Prince George's County, Maryland ("Sheriff") Civilian Units as established in Attachment B for which it was certified by the Prince George's County Public Employee Relations Board. All classes of work covered by this Agreement are listed in Attachment C.

## **ARTICLE 2 -- ORGANIZATIONAL SECURITY**

All employees covered by this Agreement who are members of the DSA or who elected to become a member of the DSA shall remain members of the DSA for the duration of this Agreement. Notwithstanding any provision of this Agreement to the contrary, any employee covered by this Agreement who was employed on or before July 1, 1997, and who has never elected to become a member of the DSA, shall not be subject to the dues deduction provision of this Article.

## **ARTICLE 3 -- NON-DISCRIMINATION**

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

## **ARTICLE 4 -- MANAGEMENT RIGHTS**

Except as specifically modified or restricted in this Agreement, the Sheriff reserves the right to determine the standards of service offered the public; to maintain the efficiency of the Office of the Sheriff; to determine the methods, means and personnel by which Office of the Sheriff operations are to be conducted; to direct the work of its employees; to hire, promote, demote, transfer, assign and retain employees in positions; to suspend or discharge employees for just cause, relieve employees from duty because of lack of work; to take any action necessary to carry out the mission of the Office of the Sheriff.

## **ARTICLE 5 -- BASE SALARY RATE**

### **Section 5.01 Wage Scale**

- A. Employees covered by this Agreement are covered by Salary Schedule Z, attached hereto as Attachment A, amended as of July 1, 2007.
- B. Effective July 1, 2005, the Salary Schedule Z will become a Min-Max Schedule and the current Step A becomes the Min rate and current Step U becomes the new Max rate on all grades.
- C. Effective July 1, 2007, no employee in the bargaining unit shall be paid less than the Prince George's County Living Wage as from time to time determined. The Living Wage is not subject to COLAs or merit increases. Employees paid under this provision of the Agreement will not receive additional cost of living or merit increases unless the wage rate contained in the Agreement for their assigned position, as COLAs and merit increases are added, is above the County Living Wage, at which time the wage rate contained in the Agreement will apply.
- D. Effective July 1, 2008, the Max rate will be increased by three and one-half percent (3.5%).
- E. Effective July 1, 2017, the maximum rates will be increased by three and one-half percent (3 1/2%). The minimum and maximum rates will be increased in accordance with the COLA for Fiscal Year 2018, as set forth in Section A of Article 5.02 Wages.
- F. Effective July 1, 2018, the County will eliminate Grade Z06 and Grade Z07. The minimum salary for Grade Z08 will be set at \$14.40 in accordance with the County Living Wage and all other steps in the pay scale will be adjusted accordingly.

### **Section 5.02 Wages**

#### **A. Wage Adjustments**

##### **1. Cost of Living Adjustment Fiscal Year 2023**

Effective the first full pay period in November 2022 employees shall receive a 3.0% cost-of-living increase (COLA). The minimum and maximum rates will be increased by the amount of the cost-of-living-increase (COLA).

##### **2. Cost of Living Adjustment Fiscal Year 2024**

Effective the first full pay period after February 1, 2024 employees shall receive a 4.25% cost-of-living increase (COLA). The minimum and maximum rates will be increased by the amount of the cost-of-living-increase (COLA).

#### **B. Merit Increases**

- 1. Employees covered by this Agreement, who are otherwise eligible to receive a merit

increase from July 1, 2022 through June 30, 2023 (i.e. Fiscal Year 2023), will receive a regular merit increase on their initial hire/rehire anniversary date in FY 2023.

2. Employees covered by this Agreement, who are otherwise eligible to receive a merit increase from July 1, 2023 through June 30, 2024 (i.e. Fiscal Year 2024), will receive a regular merit increase on their initial hire/rehire anniversary date in FY 2024.

C. Min – Max Rates

Effective the first full pay period in January 2022, the maximum rates will be increased by three and one half percent (3.5%). Employees who were at the maximum of the scale, but would have otherwise been eligible for a merit increase between July 1, 2021 and the date of the increase, will receive the 3.5% increase in the first full pay period of 2022.

D. Retroactive COVID-19 Hazard Pay

If Prince George's County receives additional State or federal funding that is allocated for bargaining unit pay (including wages, salaries, or specialty pay) in connection with the COVID-19 pandemic, the parties agree to reopen negotiations concerning potential COVID-19 hazard pay with any agreement related to that pay to be set forth in a side letter to the main CBA. In addition, if the County agrees to pay COVID-19 hazard pay to any of its bargaining units in connection with negotiations for FY2023 or FY2024 collective-bargaining agreements, the County agrees to pay COVID-19 hazard pay for the same duration to employees covered by this Agreement.

## **ARTICLE 6 -- SPECIAL SALARY RATES**

### **Section 6.01 Callback Pay**

A. If the Sheriff or his/her designee requires an employee to return to work to perform duties on behalf of the Prince George's County Office of the Sheriff during the employees normal off-duty hours, the County will pay the employee for a minimum of three (3) hours at one and one-half (1 1/2) times his/her regular rate of pay. However, an employee who is called back to active duty under this provision shall only be entitled to receive compensation for one (1) three (3) hour call back during any eight (8) hour period. An employee called back more than once during an eight (8) hour period shall receive compensation for the actual hours worked at one and one half (1 1/2) times the employee's hourly base rate of pay.

B. If an employee is called at home by the Sheriff or his/her designee and required to 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 based on half hour increments (0-30 minutes = one half hour, 31-60 minutes = one hour).

C. This provision shall not apply to administrative hearings or disciplinary procedures or any other previously scheduled assignment.



### **Section 6.02.01 Holiday Observance**

A. Employees covered by this Agreement will observe regular County holidays on the same dates as the Courts observe them, even when the County's date of observance is different. 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 scheduled to work.

B. The holidays established by the Personnel Law are listed below:

New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Juneteenth Day, Labor Day, Native American Day, Veterans Day, Thanksgiving Day, Christmas Day, Presidential Inauguration Day (every four (4) years), and County Employees' Appreciation Day.

### **Section 6.02.02 Holiday Pay**

A. Eligible employees shall receive straight time pay for each of the designated holidays on which they are scheduled to work but on which they perform no work.

B. Employees eligible for holiday pay who work on a holiday shall be paid at two (2) times their regular rate of pay for each hour worked (except overtime) and 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.

C. All employees must be in a pay status for the entire regular workday before and the entire regular workday after a holiday in order to receive holiday pay.

### **Section 6.02.03 Special Pay Provision: Police Memorial Day**

A. Employees covered by this Agreement who work on Police Memorial Day (i.e., May 15 of each year) will be compensated pursuant to Section 6.02.02 (Holiday Pay) above.

B. When Police Memorial Day falls on a Saturday, it shall also be observed on the previous Friday. When Police Memorial Day falls on a Sunday, it shall also be observed on the following Monday. Employees who work both the day the holiday falls on and the day it is observed shall be entitled to subparagraph A benefits only as to the first such scheduled day of work.

### **Section 6.03.01 Computation of Overtime**

Employees will be compensated at the rate of one and one-half (1.5) times their regular rate of pay for each hour, or fifteen (15) minute fraction thereof, they are required to work at the direction of a supervisor in excess of forty (40) hours in a workweek. 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 (1.5) hours for each overtime hour worked. All leave with pay shall be considered time worked in the computation of overtime.

### **Section 6.03.02 Pyramiding**

There shall be no pyramiding of overtime and other premium rates; that is, only one (1) overtime or premium rate will be paid for the same hours worked.

### **Section 6.04 Shift Differential**

A. Effective the first full pay period following October 1, 2022, a shift differential of three dollars (\$3.00) 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.

B. Effective the first full pay period following July 1, 2023, a shift differential of three dollars and twenty-five cents (\$3.25) 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.

C. Effective the first full pay period following October 1, 2022, a shift differential of two dollars and sixty cents (\$2.60) 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.

D. Effective the first full pay period following July 1, 2023, a shift differential of two dollars and eighty-five cents (\$2.85) 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.

E. No shift differential will be considered to be part of the employee's base rate, nor shall it be applied to pay for non-productive hours such as holiday pay, annual and sick leave pay, nor shall it be used for the purpose of computing retirement deductions or for retirement or insurance benefits.

F. Any employee who works the second (2nd) shift (i.e., the day shift – 7 a.m. to 3 p.m.) shall not be entitled to a shift differential.

G. When the hours worked fall within the third (3rd) and first (1st) shifts, the employee shall be paid for all such hours at the shift differential rate which coincides with the majority of the hours worked, except that if exactly half the hours worked are in each of the third and first shifts, the higher differential rate shall apply for the entire number of hours worked.

### **Section 6.05 Acting Pay**

A. When an employee is directed to assume, and does in fact assume, the duties of any other position with a higher grade in an acting capacity for a period of fourteen (14) consecutive days or more (including scheduled days off and approved holidays), beginning with the fifteenth (15<sup>th</sup>) day, he/she shall be paid at a rate of pay ten percent (10%) above the employee's current salary or the minimum necessary to place the employee at the entry level rate of the next higher grade, 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 equal grade to that position, or by a superior authority. Such payments will be paid retroactively from the first day the employee is directed to assume the higher level duties. 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.

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

### **Section 6.06 Court Time Compensation**

If, as a result of actions taken during the course of employment with the Office of the Sheriff, an employee covered by this Agreement is subpoenaed to appear in Court and does personally appear and checks in pursuant to applicable Court procedure(s) on the employee's day off, the employee will be paid a minimum of three (3) hours pay at the overtime rate.

### **Section 6.07 Trainer Pay**

Effective the first full pay period in July 2022, employees who are assigned to provide on-the-job training for employees, designed to be five (5) days or more in duration and excluding training provided by the immediate supervisor of the employee receiving the training, will receive a payment of two dollars and seventy-five cents (\$2.75) per hour. Effective the first full pay period in July 2023, the payment will increase to two dollars and ninety cents (\$2.90) per hour. Bargaining unit employees who are asked to conduct a training session that is outside of their regular job responsibilities will receive Trainer pay for the duration of the class sessions.

### **Section 6.08 Interpreter Pay**

Effective July 1, 2007, the County, with the participation of the DSA, will develop testing procedures to measure an employee's conversational proficiency in selected languages other than English. An employee who passes such test will be certified as an interpreter in the language tested and will be assigned to interpret that language as part of his/her job duties.

Effective the first full pay period in July 2022, employees will receive a lump sum payment of seven hundred and eighty dollars (\$780.00) per year beginning within thirty (30) days following their certification. Employees certified in sign language will receive this lump sum payment within

ninety (90) days following such certification, and yearly thereafter.

### **Section 6.09 Headquarters Closing**

When the Sheriff closes Headquarters for an entire day, or any portion thereof, because of extreme inclement weather, other emergencies producing hazardous conditions, or for other emergency circumstances, employees who are ordered to report to Headquarters will be paid two dollars (\$2.00) per hour, in addition to their regular wage rate, for hours actually worked subsequent to the closure. Employees assigned to work the first and third shifts will receive the same benefit noted above in addition to their regular shift differential. Hours worked over and above the employee's regularly scheduled work shift will be paid at the appropriate premium rate, if any, and will not include the two-dollar (\$2.00) premium noted in this Section.

This Section shall not apply when the County Executive closes County offices for an entire day or any portion thereof as set forth in Section 7.06 of this Agreement. In such situations, Section 7.06 will continue to be the operative section.

### **Section 6.10 NCIC Trainer Certification Pay**

Effective July 2021, employees who maintain MPCTC NCIC Instructor Certification and who are available to train other employees will receive a lump sum payment of \$700 per year during the first full pay period of the fiscal year.

### **Section 6.11 Notary Pay**

Up to three (3) employees who are asked to provide notary services for others within the Office of the Sheriff shall receive a reimbursement of up to \$250.00 each year to cover the cost of maintaining their active notary status and stamp.

## **ARTICLE 7 -- FRINGE BENEFITS**

### **Section 7.01 Clothing Issue and Allowance**

A. The Sheriff will continue to issue uniforms to employees covered by the Agreement who are required to wear them and to replace worn and unserviceable uniforms. Employees will continue to maintain their uniforms by cleaning and making minor repairs.

B. Effective the first full pay period following July 1, 2022, the annual uniform maintenance allowance will be increased to eight hundred dollars (\$800.00) for Security Officers. These allowances will be paid in a single payment in July of each year.

C. Uniforms will be provided for the Mail Courier and effective the first full pay period following July 1, 2022, the Mail Courier will receive an annual uniform allowance of eight hundred dollars (\$800.00). Thereafter, this allowance will be paid in a single payment in July of each year.

D. The Sheriff agrees to add Civilian member(s) to the Uniform Board.

E. The Sheriff will provide a uniform shirt to employees assigned to the Records and Teletype Sections. Blue utility uniforms for employees in the Records and Teletype Divisions will be issued and replaced as necessary. These employees will be required to wear the uniform.

F. The Sheriff agrees to convene a committee to make recommendations to the Sheriff regarding the attire for the implementation of a dress code for the civilian staff. Said committee will be comprised of three (3) members of the DSA and three (3) members of management.

## **Section 7.02 Annual Leave**

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, 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.

D. Employees covered by this Agreement must use compensatory time they have accumulated prior to using annual leave.

## **Section 7.03 Sick and Annual Leave Disposition Upon Separation**

A. 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:

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 three hundred sixty (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 the 1997 leave year 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 (i.e., new sick leave) is not subject to cash payment but may be used to purchase MSRS pension credit at the applicable rate. In addition, any old sick leave not cashed out under paragraph 4 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; and,

7. Notwithstanding any provision in this Section to the contrary, an employee who has been separated from employment under a separation-disability action pursuant to Section 16-189 if the Personnel Law shall forfeit any sick leave hours accumulated at the time of the employee's separation.

#### **Section 7.04 Personal Leave**

Twenty-four (24) hours of paid personal leave per wage reporting year -- including the four (4) hours granted in lieu of General Election Day -- shall be granted to each employee eligible for annual leave. Personal leave 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.

#### **Section 7.05 Discretionary Leave**

Employees covered by this Agreement with three (3) or more years of service with the Office of the Sheriff and/or with Prince George's County shall be eligible for eight (8) hours of discretionary leave per wage reporting year plus an additional eight (8) hours of discretionary leave (for a total of sixteen (16) hours) after seven (7) years of service. Eight (8) additional hours of discretionary leave (for a total of twenty-four (24) hours) will be granted after ten (10) years of service). 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.

#### **Section 7.06 Additional Leave Provision**

A. When the County Executive closes the County offices for an entire day or any portion thereof, because of extreme inclement weather, other emergencies producing hazardous conditions, or for any other reason, essential employees covered by this Agreement will report to their established work sites and will be paid straight-time wages for hours worked on their regular work shifts. In addition, such employees who work their full regularly scheduled shift during the day of the full or partial closing shall be entitled to receive one (1) hour of compensatory leave for each shift hour worked during the period of County office closure (not to exceed twelve (12) hours per employee per twenty-four (24) hour period). For example, if the County government closes three (3) hours early, each employee working shifts 1, 2 and 3, shall receive three (3) hours of compensatory leave.

When there is a delayed opening or closure, non-essential employees who are required to work second (2<sup>nd</sup>) shift before 8:00 a.m. and report on time prior to the closure announcement, will be paid at least two hours of straight time, plus a two dollar (\$2.00) per hour premium. For purposes of this section, the County Government's hours of operation are 8:30 a.m. to 5:00 p.m.

B. 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.

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

#### **Section 7.07 Blood Donation Leave**

Employees may be granted up to four (4) hours of leave with pay for the purpose of participation in a blood donor program and for subsequent recuperation on the day they donate blood. The employer may request verification of such donation.

#### **Section 7.08 Disability Leave**

A. Disability leave will be administered in accordance with the Personnel Law and Administrative Procedure 284 (Administration of Employee Leave).

B. For good cause shown, the Personnel Officer may grant up to two (2) additional ninety (90) day periods of disability leave to an employee covered by this Agreement who has petitioned the Sheriff and has received the Sheriff's recommendation for additional leave.

#### **Section 7.09 Bereavement Leave**

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

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

### **Section 7.10 Voting Leave**

Employees who are registered voters may be granted up to two (2) hours off with pay for the purpose of voting in State, County and Federal primary and general elections if the employee would otherwise be prevented from voting because of his/her work schedule.

### **Section 7.11 Presidential and Union Business Leave**

A. Subject to the conditions set forth herein, the President of the DSA and employees covered by this Agreement may be granted, at the request of the DSA, union business leave for official DSA business for the purpose of attending workshops, conventions, conferences and seminars, and for conducting union business. Where leave is requested for employees covered by this Agreement to attend workshops, conventions, conferences and seminars, the Chairperson of the DSA must deliver to 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.

B. The County will provide five hundred (500) hours of union business leave per fiscal year covered by this Agreement for attendance at workshops, conventions, conferences and seminars, and for conducting union business. Union members may use up to forty (40) hours of the five hundred (500) hours for contract negotiation preparation provided that no more than four (4) hours per employee can be taken during a workday. No union business leave will be granted pursuant to this Section when the five hundred (500) hours has been used up during a fiscal year, and any unused balance of the five hundred (500) of union business leave at the close of the fiscal year may not be carried forward for use during the next fiscal year. All requests for union business leave pursuant to this provision are subject to the approval of the Sheriff or the Sheriff's designee. The parties agree that the DSA will not request union business leave under this Section for business or activities that are detrimental to the Department.

C. The President of the DSA, or in his/her absence their designee, shall be granted full-time release for the purpose of performing his/her full-time duties as President of DSA for the administration of the Civilian Collective Bargaining Agreement and for conducting other DSA business.

### **Section 7.12 Accidental Life Insurance Benefit**

Effective July 1, 2015, in addition to any other life insurance or death benefit provided by the County, the County shall pay a death benefit of thirty thousand dollars (\$30,000.00) upon the death



of any employee covered by this Agreement whose death results from an accident on or off the job.

### **Section 7.13 Health Insurance Premiums**

A. During Calendar Year 2015, 2016, and 2017, the County shall contribute seventy-three percent (73%) to the cost of the County's preferred provider option insurance plan for any employee who elects to participate in the program. Participating employees shall contribute the remaining twenty-seven percent (27%). Effective January 2018, the County shall contribute seventy percent (70%) to the cost of the County's preferred provider option insurance plan for any employee or retiree who elects to participate in the program. Participating employees and retirees shall contribute the remaining thirty percent (30%).

B. During Calendar Year 2015, 2016 and 2017, the County shall contribute seventy-eight percent (78%) 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-two percent (22%). Effective January 1, 2018, 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 or retiree who elects to participate in the program. Participating employees and retirees shall contribute the remaining twenty-five percent (25%).

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. During Calendar Year 2015, 2016, and 2017, the County shall contribute eighty-eight percent (88%) to the County's deductible prescription and optical care programs for any employee covered by this Agreement who elects to participate in either program. The participating employee shall contribute the remaining twelve percent (12%). Employees who choose not to enroll in the Prescription Drug Plan may choose to receive a credit instead. Effective January 2018, the County shall contribute eighty-five (85%) to the County's deductible prescription drug and vision care programs for any employee who elects to participate in either program. The participating employee shall contribute the remaining fifteen percent (15%).

E. 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.

F. 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.

G. Employees may contribute up to the maximum dollar amount allowed by IRS regulations in a dependent flexible spending account and in a medical flexible spending account.

H. The County shall pay 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 amount of one hundred fifty thousand dollars (\$150,000.00). Employees may choose to increase their life insurance from one (1) to four (4) times their annual salary up to a total of seven hundred fifty thousand dollars (\$750,000.00) including the base amount provided by the County. Employees will pay for the increased coverage at rates based on their age and amount of coverage. Employees may choose to reduce their life insurance to one (1) times their annual salary and receive a credit.

#### **Section 7.14 Sick Leave Bank**

A. The Union shall have the right to establish and maintain a "Sick Leave Bank." Such sick leave shall be accumulated through voluntary donations of sick leave by bargaining unit members. This leave may then be transferred to the account of another bargaining unit member with zero leave balance (annual and sick). Use of such transferred leave shall be limited to sickness or disability which incapacitates the employee.

B. The administration of this leave bank shall be the responsibility of the Union. Parties are to develop an agreed-to form to be used for transferring sick leave under this provision. The County agrees to maintain the records of the sick leave bank and shall only transfer sick leave from this bank to the account of an employee upon receiving written authorization from the Union. The use of such sick leave is subject to approval by the Sheriff.

#### **Section 7.15 Compensatory Leave/Sick Leave**

A. Effective July 1, 2001, employees will have the option to use accumulated County (non-FLSA) Compensatory Leave in lieu of sick leave when the employee's accrued sick leave has been exhausted.

B. Effective July 1, 2001, those employees who have been advanced sick leave and have not reimbursed the County for such advanced sick leave as of June 30, 2001, may use their accumulated County (non-FLSA) Compensatory Leave to offset any such advanced sick leave remaining.

### **ARTICLE 8 -- SUPPLEMENTAL RETIREMENT BENEFIT**

A. Employees covered by this Agreement will participate in the Supplemental Pension Plan for General Schedule Employees in accordance with the provisions of that plan.

B. A Joint Study Committee with equal representation of the Union and the County shall be established and meet quarterly beginning July 1, 1999, to study whether there may be feasible pension alternatives for employees covered by this Agreement. By July 1, 2000, the Committee shall report its findings, with recommendations, to the Director, Office of Personnel and Labor Relations for forwarding to the Chief Administrative Officer.

## **ARTICLE 9 -- COOPERATION**

### **Section 9.01 Labor-Management Committee**

The DSA President and two (2) other employees covered by this Agreement and designated by the DSA President shall participate with Management on a Labor-Management Committee. The Committee may meet as issues arise at times convenient to both parties, but not more than once a month unless so agreed by the parties. The party requesting a meeting of the Labor-Management Committee shall give the other party written notice of agenda item(s).

### **Section 9.02 Joint Study Committees**

A. A Joint Study Committee, consisting of the DSA, the Sheriff and the Office of Human Resources Management, will be established to examine the current promotional selection process with the objective of having the Sheriff interview and consider as many qualified bargaining unit members as possible for promotional vacancies. Committee recommendations will be made to the Sheriff who will have the discretion to accept the recommendations, reject the recommendations or accept them with modifications.

B. A Joint Study Committee will be established to examine the dress code policy for civilian employees of the Sheriff, including the standards of dress for each section and the policy for deciding when to replace worn or unserviceable uniforms. Committee recommendations will be made to the Sheriff who will have the discretion to accept the recommendations, reject the recommendations or accept them with modifications.

C. A Joint Study Committee will be established to examine voluntary overtime distribution. Committee recommendations will be made to the Sheriff who will have the discretion to accept the recommendations, reject the recommendations or accept them with modifications.

D. A Joint Study Committee will be established to examine the subject of work schedules and alternative schedules for employees covered by this Agreement. Committee recommendations will be made to the Sheriff who will have the discretion to accept the recommendations, reject the recommendations or accept them with modifications.

### **Section 9.03 Policy Change By County**

The County agrees to provide DSA with at least ten (10) working days written notice of all proposed changes (including additions and deletions) to the General Orders or Standard Operating Procedures. The DSA may use that time period to review and provide written comment to the Sheriff on the proposed changes. This provision is for informational purposes and is not intended to restrict in any fashion the County's right, consistent with applicable law and this Agreement, to implement these types of changes.

### **Section 9.04 DSA Information Dispersal**

The Employer agrees to allow bulletin board space at reasonable locations in each physical

structure for DSA newsletters, notices and literature. DSA will be permitted to place union-related mail in mailboxes for union members. DSA will be allowed to send approved official electronic messages to its membership through the Chief Assistant Sheriff via DL-Sheriff Everyone email. DSA agrees to utilize a standard format to send its electronic messages, which will be used to send meeting notifications to its membership.

## **ARTICLE 10 -- DISCIPLINE**

A. Employees covered by this Agreement may be disciplined only for just cause. The parties agree that, in general, a progressive discipline policy shall be followed utilizing the disciplinary methods permitted by the Personnel Law, provided, however, that the parties also understand and agree that in some instances summary discipline, including discharge, may be warranted instead of progressive discipline. If the employer has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee in front of other employees or the public.

B. If in any case the employer believes that there is just cause to discharge, suspend or fine an employee, or cause the employee to forfeit accrued annual leave, the employer shall provide notice in writing to the employee and the DSA of its intent to take disciplinary action at least five (5) working days in advance of taking such action. One (1) copy of a notice of intent to take disciplinary action shall be hand-delivered to the employee's workstation (if possible, hand-delivered to the employee). If the employee cannot be contacted for personal service, a copy of the notice shall also be sent to the employee by certified mail return receipt requested at the employee's last known address shown on the employee's personnel record. The employer shall make reasonable attempts to hand-deliver the notice referred to herein to the employee before sending such notice by mail. The notice will be considered to have been served upon the employee as of the date of mailing. When a notice of intent is served while an employee is on approved sick or annual leave or scheduled day off, the five (5) day period the employee has to respond will begin to run when the employee returns to work.

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

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

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

agreed to by the employee.

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

G. When an employee, who has received a final notice of disciplinary action, appeals the disciplinary action according to the procedure contained in Article 11 (Grievance Procedure), the employee, upon request, will be provided with a copy of the investigatory file within five (5) working days after filing the grievance, but excluding the identity of any confidential sources and recommendations as to charges, disposition or punishment.

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

I. The employer will not initiate disciplinary action against an employee later than ninety (90) calendar days after the occurrence (or after the employer was aware of the occurrence) of the alleged infraction or violation of Departmental rules or regulations or of the Personnel Law. For the purpose of this Article, to initiate disciplinary action means to issue a written reprimand or to notify the employee of the intent to take some other form of disciplinary action. These time limits shall apply to alleged infractions or violations which affect only the employer-employee relationship. They shall not apply to alleged violations or infractions which are also criminal violations nor to non-criminal violations which are related to an active criminal investigation.

## **ARTICLE 11 -- GRIEVANCE PROCEDURE**

Any question arising out of and during the term of this Agreement involving an interpretation or application of any of the express provisions of this Agreement shall be considered a grievance and subject to resolution pursuant to the following procedures:

### **1. Step 1.**

a. When an employee subject to the provisions of this Agreement feels he/she is aggrieved by a violation of this Agreement, he/she, through the DSA President, within ten (10) working days after the occurrence of the violation, shall file with the Sheriff a written notice of the grievance. The written notice must set forth relevant information concerning the alleged grievance, including a short description thereof, the date on which the grievance occurred, and the provision(s) of the agreement alleged to have been violated.

b. Upon receipt of a grievance, the Office of the Sheriff will either process the grievance itself or refer it to the County Office of Human Resources Management for processing depending on whether the grievance is based on actions taken by, and under the jurisdiction of, the

Office of the Sheriff or the County. The Office of the Sheriff will notify the DSA if the grievance is referred to the County. The County or the Office of the Sheriff, as applicable may take up to thirty (30) working days to complete its investigation. Within said thirty (30) day period, the aggrieved employee, the President of the DSA, and a representative of the County or the Office of the Sheriff, as applicable, will meet at a mutually agreeable time and endeavor to adjust the matter. The County or the Office of the Sheriff, as applicable, will provide the DSA with a written response to the grievance not later than seven (7) working days following the meeting. If the parties fail to resolve the grievance at this Step 1, either the DSA President, or the County or the Office of the Sheriff, as applicable, may, within ten (10) working days after the grievance has been denied or not adjusted at Step 1, provide to the other party, notice of intent to arbitrate said grievance. Time limits as provided for herein may be extended by mutual agreement of the parties.

## 2. Step 2.

a. In the event that the parties are unable to agree on an arbitrator, the DSA and the County or the Office of the Sheriff, as applicable, shall request the American Arbitration Association to provide them with a list of arbitrators from which the arbitrator shall be selected. The rules of the American Arbitration Association shall govern the selection of the arbitrator and the conduct of the arbitration.

b. The decision of the arbitrator shall be specifically limited to the matter submitted to him/her. He/She shall have no authority in any manner to amend, alter or change any provision of this Agreement. The decision of the arbitrator shall be final, binding and conclusive on the DSA, County and/or the Office of the Sheriff, and the employee involved. The fees and expenses of the arbitrator shall be evenly split between the DSA and the County, or the DSA and the Office of the Sheriff, as applicable.

3. Where an employee has been discharged, or the employer has moved to discharge the employee, and the Union determines not to pursue his/her discharge case to Step 2 Arbitration, the employee shall have the right to file a timely appeal (ten (10) working days after receipt of final notice) of his/her discharge with the Personnel Board pursuant to the procedures outlined in the County Personnel Law.

## **ARTICLE 12 -- CAREER ADVANCEMENT**

A. Filling Vacancies. A "vacancy" is a permanent opening created by the termination, transfer, promotion or retirement of an incumbent bargaining unit employee which the County/Office of the Sheriff intends to fill or which is created when the County/Office of the Sheriff determines its operational needs require additional bargaining unit employees that are added to the agency complement. Whenever a vacancy occurs, and the County/Office of the Sheriff elects, in its discretion, to fill the vacancy through the competitive process, the County/Office of the Sheriff will advertise the specific position to bargaining unit employees by electronically posting a notice to employees. At the same time, DSA will be notified electronically of the vacancy. Any employee covered by this Agreement may apply for any vacancy, as defined in this section. In the event that a vacancy is to be filled from an existing register, if an employee is not already on the necessary eligibility register, he or she will be afforded the opportunity to take any test required to

qualify for the eligibility register.

B. When a DSA bargaining unit member applies for a vacancy through the normal competitive process and is determined to be qualified for the position, the name of the qualified DSA bargaining unit employee will be placed on the list of eligibles sent to the Office of the Sheriff for its consideration. The Office of the Sheriff will ensure that any bargaining unit member on any list of eligibles will be granted an interview for the position vacancy, and will be granted preference over non-Office of the Sheriff candidates provided such bargaining unit member is qualified for the vacancy in question.

### **ARTICLE 13 -- LAYOFFS AND RECALL**

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

### **ARTICLE 14 -- PERSONNEL FILES**

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

B. Performance Evaluations. At the time of an employee's performance evaluation, the supervisor will discuss with the employee the documentation on which the supervisor is basing the employee's performance evaluation. Thereafter, the employer will be precluded from relying on any other documentation (other than that discussed with the employee) to support the employee's performance evaluation at issue unless the documentation relates to events that occurred during the evaluation period and could not have been reasonably discovered by the employer during the evaluation period. When an employee is assigned to work under a new supervisor, the employee's former supervisor may pass along from his/her files to the new supervisor written information involving the employee's performance or conduct which relates to events occurring since the employee's last performance evaluation.

C. Personnel Roster. A roster shall be furnished by the Office of the Sheriff to the DSA at the beginning of each year which lists the name, job title, date of hire and job location of each employee in the bargaining unit. An updated list will be furnished every six (6) months to the DSA.

## **ARTICLE 15 -- HEALTH AND SAFETY**

A. The Sheriff, the County, and the DSA recognize and understand that because of the nature of the work performed by employees covered by this Agreement, the promotion of safety and health in the work environment is an important and mutually desirable objective. The Sheriff, the County, and the DSA therefore agree to cooperate to the fullest extent in the promotion of safety and health.

B. The Sheriff agrees to civilian representation on the joint Sheriff's Office/DSA Safety Committee.

C. Health. The Sheriff agrees that the following actions will be taken provided such actions are funded by the County:

1. Extermination of insect and rodent infestation on a monthly basis at the Headquarters Building.

2. Provision of water dispensers for the Old Courthouse.

3. Provision of adequate heating and air conditioning in the Headquarters Building and Courthouse (including Intake).

4. The County will provide floor mats for security officers at each X-Ray machine location and ergonomic chairs for any employee who has a physician's prescription requiring one.

The health and safety actions described in this subsection shall be applicable to any office occupied by Office of the Sheriff Personnel and not just those enumerated in this subsection.

D. Safety. The Sheriff agrees that the following actions will be taken:

1. Provision of security for the Headquarters Building front door.

2. Provision of protective vests for Security Officer's and intake technicians and replacement of such vests on the same basis as sworn personnel. The health and safety actions described in this subsection shall be applicable to any office occupied by Office of the Sheriff Personnel and not just those enumerated in this subsection.

E. The Sheriff will provide Department ID's for civilian employees.

F. The Sheriff and the DSA agree to establish a joint Sheriff's Office/DSA Safety Committee for the purpose of promoting job safety, health, and addressing other working conditions for the civilian employees. The Committee shall consist of six (6) members, three representing the Sheriff, at least one of which shall be at the rank of Major or above, and three representing the DSA. The Sheriff and the DSA President will each either act as, or appoint, a Chair of the Committee. The Committee shall meet quarterly, to study and/or investigate safety and health issues and other conditions. Where a safety or health issue arises that cannot be deferred until the quarterly meeting of the Committee, either of the two Co-Chairs of the Committee may request a



special meeting, which shall be held within five days of the request. The Co-Chairs shall confer prior to each meeting and agree upon an agenda not later than one (1) week prior to the meeting, except in the case of a specially convened meeting, where the agenda will be determined by the request for special meeting. The Sheriff will indicate, in writing, what actions he or she intends to take based on any report or recommendations that are submitted to the Sheriff by the Committee. Any three members of the Committee may agree to submit recommendations or a report to the Sheriff.

## **ARTICLE 16 -- OVERTIME SCHEDULING**

The Sheriff will offer overtime for civilian work to civilian employees before offering such overtime to non-civilian employees.

## **ARTICLE 17 -- TRANSPORTATION**

A. Reasonable efforts will be made to have a department vehicle available to civilians when they are sent to court or other off-site assignments. If a department vehicle is not available, or in the opinion of management it is not practical to use a department vehicle, the employee shall be reimbursed for use of their personal vehicle at the mileage rate established by the County.

B. A vehicle will be assigned to Security Officer Employees for Courthouse security.

## **ARTICLE 18 -- TRAINING**

Training will be provided for Security Officers in officer survival and weapon identification.

## **ARTICLE 19 -- EQUIPMENT AND SUPPLIES**

A. A schedule will be implemented for the periodic replacement of regularly used equipment, provided the County funds such equipment replacement. The Sheriff will propose and support funding for such purpose.

B. The first level supervisor will be authorized by the Sheriff to approve the disbursement of regularly used office supplies which are stocked by Supplies and Services.

C. A "Technology and Equipment Committee" will be created effective November 1, 2000. Said Committee will be composed of three (3) representatives from the civilian bargaining unit and three (3) representatives from the Office of the Sheriff. The Committee will meet quarterly and will identify the equipment and technology needs of the Office of the Sheriff and shall make recommendations to the Sheriff with regard to such equipment and technology needs, including computers, printers, fingerprint reproduction cameras and replacement counter tops.

D. The Office of the Sheriff will reimburse employees up to one hundred dollars (\$100.00) during the duration of this agreement, for the purchase of compatible wireless headsets for Teletype and Domestic Violence Unit employees. This reimbursement is only valid for the duration of this agreement.

## **ARTICLE 20 -- TRANSFER**

Notification of transfer shall be given no less than five (5) days prior to the effective date of the transfer except when unusual operational needs necessitate less notice or the employee waives the five (5) days' notice requirement, except that two weeks' notice shall be provided if there is a significant change in work location or a change in work hours.

## **ARTICLE 21 -- SUBCONTRACTING**

Employees who have completed the probationary period shall not be terminated from employment for lack of work as a result of outside contractors or temporary employees carrying out the duties normally performed by said employees.

## **ARTICLE 22 -- PUBLICATION OF AGREEMENT**

The County shall provide copies of this Agreement to the DSA for its distribution of one (1) copy to each employee covered by this Agreement.

## **ARTICLE 23 -- SAVINGS CLAUSE**

In the event that any Article, Section or portion of this Agreement shall be held invalid and unenforceable by any Court, or higher authority of competent jurisdiction, such decision shall apply only to the specific Article, Section or portion thereof specified in the decision and shall leave unaffected the remainder of this Agreement. Upon issuance of such a decision, the employer and the DSA agree to immediately negotiate a substitution for the invalidated Article, Section or portion thereof.

## **ARTICLE 24 -- DURATION**

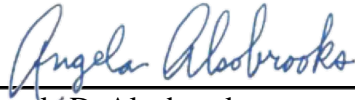
This Agreement shall become effective on July 1, 2022, unless otherwise stated in specific sections, and shall remain in full force and effect until June 30, 2024. This Agreement shall be automatically renewed from year to year after June 30, 2024, unless either party shall notify the other in writing no later than October 1, 2023 (or October 1st of any subsequent year thereafter in the case of an automatic renewal) that it desires to terminate, modify or amend this Agreement.

Signed on this \_\_\_\_\_ day of \_\_\_\_\_, 2023, in Prince George's County, Maryland.

FOR DEPUTY SHERIFF'S ASSOCIATION  
OF PRINCE GEORGE'S COUNTY, INC.  
(CIVILIANS)

FOR PRINCE GEORGE'S COUNTY,  
MARYLAND\*

\_\_\_\_\_  
Erica Bobo  
President

  
\_\_\_\_\_  
Angela D. Alsobrooks  
County Executive

FOR THE OFFICE OF THE SHERIFF  
OF PRINCE GEORGE'S COUNTY,  
MARYLAND\*

\_\_\_\_\_  
John D.B. Carr  
Sheriff of Prince George's County,  
Maryland

\*Under the Annotated Code of Maryland, Courts and Judicial Proceedings Article Section 2-309 (r)(4), The County Executive is the employer of the civilian employees in the Office of the Sheriff only for the purpose of collective bargaining for compensation, including pension, fringe benefits, and hours. The Sheriff is considered the employer for purposes of collective bargaining for other terms and conditions of employment.

**ATTACHMENT A - SALARY SCHEDULE Z****CIVILIAN UNIFORM WAGE SCALE****DSA Civilians Uniform Wage Scale**

Alpha	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U
Step #	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21
Years of Svc.	<1	1	2	3	4	5	6	7	8	9	10	11	12	13	15-16	17-18	19-20	21-22	23-24	25-26	27+

**A. Pay Plan Description**

1. Pay Plan effective July 1, 2001

2. 21 Step Plan - Described as follows:

a. Steps A (#1) of grades Z6-Z19 are the same rates as the existing MIN rates which became effective on April 8, 2001 and as further increased by a base wage adjustment of two percent (2%) on July 1, 2001. Steps A (#1) of grades Z20-Z25 have been derived by multiplying the MIN rate of grade Z19 (as further increased by a two percent (2%) base wage adjustment) by five percent (5%) successively through Step A of grade Z25.

b. Steps B (#2) through Steps N (#14) were derived by multiplying Steps A (#1) successively for grades Z6-Z25 by one hundred three-and-one-half percent (103.5%) through Steps N (#14).

c. Steps O (#15) through Steps U (#21) were derived by multiplying Steps N (#14) successively for grades Z6-Z25 by one hundred three percent (103%) through Step U (#21).

d. Effective the first full pay period on or after July 1, 2003, the increments from Steps N-O, O-P, P-Q, Q-R and R-S on the Uniform Wage Scale in effect June 30, 2003 will increase from three percent (3%) to three and one-half percent (3 1/2%).

3. 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 Personnel Information Document (PID).

**B. Placement and Movement on the Civilian Uniform Wage Scale**

1. Effective July 1, 2001, after employee salaries as of June 30, 2001 have been increased by two percent (2%), employees will be placed on the Uniform Wage Scale at the step reflecting their new salary, or if no such step exists, at the next step above such new salary. Notwithstanding the above, employees whose annual salary after the two percent (2%) increase exceeds a step on the Uniform Wage Scale by fifty dollars (\$50) or less will be placed on such step.

2. During Fiscal Year 2002, any employee who has not advanced to the step on the Uniform Wage Scale that would otherwise have been warranted by his/her completed years of service as of January 1, 2002 (minus a two year lag because of the lack of credit toward merit increases during

Fiscal Year 1996 and Fiscal Year 1997, if applicable) will be placed on that step effective the first full pay period beginning on or after January 1, 2002 (i.e., January 13, 2002). However, an employee whose years of service (after adjustment) would otherwise, as a result of proper placement as described above, warrant his/her advancement by more than a single step, will advance no more than one step on January 13, 2002.

3. In addition to the above, on their anniversary dates during Fiscal Year 2002 and subsequent years, employees will advance at the rate of one step per year up to and including Step N (#14). Employees will only advance to Steps O (#15) and above on their anniversary dates provided they have completed the required years of service matching that step (after subtracting two (2) years for lack of credit toward a merit increase during Fiscal Year 1996 and Fiscal Year 1997, if applicable).

4. Employees who are placed on the scale at Step O (#15) or above, which step exceeds their years of service will not advance to the next step until warranted by the completed years of service (after adjustment).

5. Employees hired on or after July 1, 1996 will not have to adjust their years of service after reaching Step N.

#### C. Promotion and Demotion

Effective July 1, 2005, upon promotion or demotion an employee's salary will be increased or decreased, as applicable, by 5% for every grade movement. (For example, a one-grade promotion from Z-05 to Z-06 would be a 5% salary increase; a two-grade promotion from Z-08 to Z-10 would be a 10% salary increase; or a three-grade promotion from Z-10 to Z-13 would be a 15% promotion).

#### D. Anniversary Dates

Employees covered by this Agreement and hired before July 1, 1997 will keep the anniversary dates that they held on July 1, 1997, for as long as they are continuously employed. Employees hired on or after July 1, 1997, 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 transferred (lateral transfer, promotion, demotion) on or after July 1, 2003, into this bargaining unit, will have as their anniversary date the initial appointment date with the Office of the Sheriff.

E. The rules for placement of current employees on the Uniform Wage Scale in subsection B.1., above, shall also apply to Investigator I and II and Administrative Assistants I, II, and III who are included in the bargaining unit during Fiscal Years 2001 or 2002.

F. MIN-MAX SYSTEM

1. Effective July 1, 2005 a MIN-MAX system will replace the current Uniform Wage Scale -Step Plan. The minimum rates will be established from the April 3, 2005 Uniform Wage Scale Step A. The maximum rates will be established from the April 3, 2005 Uniform Wage Scale Step U.

2. An employee will be eligible to advance to the next step for his/her grade on his/her anniversary date at the rate of one (1) three and one-half percent (3 1/2%) step per year provided that he/she receives a satisfactory performance evaluation for the preceding year.

3. Effective July 1, 2008, the Max rate will be increased by three and one-half percent (3.5%). The Fiscal Year 2009 COLA will be delayed by one pay period in order to offset the cost of this increase.

**SALARY SCHEDULE Z**  
**DEPUTY SHERIFF'S ASSOCIATION**  
**(CIVILIAN UNITS)**  
**UNIFORM WAGE SCALE**  
**PRINCE GEORGE'S COUNTY, MARYLAND**  
**EFFECTIVE NOVEMBER 6, 2022 – 3.0% COLA**

<b>GRADE</b>	<b>MIN</b>	<b>MAX</b>
<b>Z08</b>		
HOURLY	15.3178	27.5758
BI-WEEKLY	1225.42	2206.06
ANNUAL	31,861	57,358
<b>Z09</b>		
HOURLY	16.0838	28.9544
BI-WEEKLY	1286.71	2316.35
ANNUAL	33,454	60,225
<b>Z10</b>		
HOURLY	16.8880	30.4023
BI-WEEKLY	1351.04	2432.19
ANNUAL	35,127	63,237
<b>Z11</b>		
HOURLY	17.7323	31.9216
BI-WEEKLY	1418.59	2553.73
ANNUAL	36,883	66,397
<b>Z12</b>		
HOURLY	18.6192	33.5181
BI-WEEKLY	1489.54	2681.45
ANNUAL	38,728	69,718
<b>Z13</b>		
HOURLY	19.5502	35.1933
BI-WEEKLY	1564.02	2815.47
ANNUAL	40,664	73,202
<b>Z14</b>		
HOURLY	20.5277	36.9532
BI-WEEKLY	1642.22	2956.26
ANNUAL	42,698	76,863

<b>GRADE</b>	<b>MIN</b>	<b>MAX</b>
<b>Z15</b>		
HOURLY	21.5537	38.8013
BI-WEEKLY	1724.30	3104.10
ANNUAL	44,832	80,707
<b>Z16</b>		
HOURLY	22.6318	40.7415
BI-WEEKLY	1810.54	3259.32
ANNUAL	47,074	84,742
<b>Z17</b>		
HOURLY	23.7633	42.7782
BI-WEEKLY	1901.06	3422.25
ANNUAL	49,428	88,979
<b>Z18</b>		
HOURLY	24.9513	44.9169
BI-WEEKLY	1996.10	3593.35
ANNUAL	51,899	93,427
<b>Z19</b>		
HOURLY	26.1986	47.1636
BI-WEEKLY	2095.89	3773.09
ANNUAL	54,493	98,100
<b>Z20</b>		
HOURLY	27.5089	49.5217
BI-WEEKLY	2200.71	3961.74
ANNUAL	57,219	103,005
<b>Z21</b>		
HOURLY	28.8841	51.9977
BI-WEEKLY	2310.73	4159.81
ANNUAL	60,079	108,155
<b>Z22</b>		
HOURLY	30.3285	54.5974
BI-WEEKLY	2426.28	4367.79
ANNUAL	63,083	113,563



<b>GRADE</b>	<b>MIN</b>	<b>MAX</b>
<b>Z23</b>		
HOURLY	31.8448	57.3274
BI-WEEKLY	2547.59	4586.19
ANNUAL	66,237	119,241
<b>Z24</b>		
HOURLY	33.4374	60.1941
BI-WEEKLY	2674.99	4815.53
ANNUAL	69,550	125,204
<b>Z25</b>		
HOURLY	35.1091	63.2039
BI-WEEKLY	2808.73	5056.31
ANNUAL	73,027	131,464
The minimum and maximum hourly rates are the January 2, 2022 rates multiplied by 1.03. For administrative purposes, the hourly rates are the controlling rates. Biweekly rates are the hourly rates multiplied by 80. Annual rates are the hourly rates multiplied by 2080 and rounded to the nearest dollar.		

**SALARY SCHEDULE Z  
DEPUTY SHERIFF'S ASSOCIATION  
(CIVILIAN UNITS)  
UNIFORM WAGE SCALE  
PRINCE GEORGE'S COUNTY, MARYLAND  
EFFECTIVE FEBRUARY 11, 2024 – 4.25% COLA**

<b>GRADE</b>	<b>MIN</b>	<b>MAX</b>
<b>Z08</b>		
<b>HOURLY</b>	15.9688	28.7477
<b>BI-WEEKLY</b>	1277.50	2299.82
<b>ANNUAL</b>	33,215	59,795
<b>Z09</b>		
<b>HOURLY</b>	16.7674	30.1850
<b>BI-WEEKLY</b>	1341.39	2414.80
<b>ANNUAL</b>	34,876	62,785
<b>Z10</b>		
<b>HOURLY</b>	17.6058	31.6944
<b>BI-WEEKLY</b>	1408.46	2535.55
<b>ANNUAL</b>	36,620	65,924
<b>Z11</b>		
<b>HOURLY</b>	18.4860	33.2782
<b>BI-WEEKLY</b>	1478.88	2662.26
<b>ANNUAL</b>	38,451	69,219
<b>Z12</b>		
<b>HOURLY</b>	19.4105	34.9426
<b>BI-WEEKLY</b>	1552.84	2795.41
<b>ANNUAL</b>	40,374	72,681
<b>Z13</b>		
<b>HOURLY</b>	20.3811	36.6890
<b>BI-WEEKLY</b>	1630.49	2935.12
<b>ANNUAL</b>	42,393	76,313

<b>Z14</b>		
<b>HOURLY</b>	21.4001	38.5237
<b>BI-WEEKLY</b>	1712.01	3081.90
<b>ANNUAL</b>	44,512	80,129
<b>Z15</b>		
<b>HOURLY</b>	22.4698	40.4503
<b>BI-WEEKLY</b>	1797.58	3236.03
<b>ANNUAL</b>	46,737	84,137
<b>Z16</b>		
<b>HOURLY</b>	23.5936	42.4730
<b>BI-WEEKLY</b>	1887.49	3397.84
<b>ANNUAL</b>	49,075	88,344
<b>Z17</b>		
<b>HOURLY</b>	24.7732	44.5963
<b>BI-WEEKLY</b>	1981.86	3567.70
<b>ANNUAL</b>	51,528	92,760
<b>Z18</b>		
<b>HOURLY</b>	26.0117	46.8259
<b>BI-WEEKLY</b>	2080.93	3746.07
<b>ANNUAL</b>	54,104	97,398
<b>Z19</b>		
<b>HOURLY</b>	27.3121	49.1681
<b>BI-WEEKLY</b>	2184.97	3933.44
<b>ANNUAL</b>	56,809	102,270
<b>Z20</b>		
<b>HOURLY</b>	28.6781	51.6264
<b>BI-WEEKLY</b>	2294.24	4130.11
<b>ANNUAL</b>	59,650	107,383
<b>Z21</b>		
<b>HOURLY</b>	30.1116	54.2076
<b>BI-WEEKLY</b>	2408.93	4336.61
<b>ANNUAL</b>	62,632	112,752

<b>Z22</b>		
<b>HOURLY</b>	31.6175	56.9178
<b>BI-WEEKLY</b>	2529.40	4553.43
<b>ANNUAL</b>	65,764	118,389
<b>Z23</b>		
<b>HOURLY</b>	33.1982	59.7638
<b>BI-WEEKLY</b>	2655.86	4781.11
<b>ANNUAL</b>	69,052	124,309
<b>Z24</b>		
<b>HOURLY</b>	34.8585	62.7523
<b>BI-WEEKLY</b>	2788.68	5020.19
<b>ANNUAL</b>	72,506	130,525
<b>Z25</b>		
<b>HOURLY</b>	36.6013	65.8900
<b>BI-WEEKLY</b>	2928.10	5271.20
<b>ANNUAL</b>	76,131	137,051

The minimum and maximum rates are the November 20, 2022 rates multiplied by 1.0425%. For administrative purposes, the hourly rates are the controlling rates. Biweekly rates are the hourly rates multiplied by 80. Annual rates are hourly rates multiplied by 2080 and rounded to the nearest dollar.

**ATTACHMENT B – PERB Certification List****Office of the Sheriff – Civilian**

Case Number	Positions Involved
Date of Certification	
16 39 00196 92DS 16 39 00197 92DS February 22, 1993	<u>Unit I (Non-supervisory)</u> Administrative Aide I, II                      Intake Processing Technician I, II, III Data Entry Operator I, II                      Public Safety Aide I, II General Clerk I, II, III, IV                      Sheriff Dispatcher I, II And <u>excluding</u> Temporary Employees, as defined in Prince George's County Personnel Law, Section 16-119(b)(1).  <u>Unit II (Supervisory)</u> Administrative Aide III                      Sheriff Dispatcher III Public Safety Aide III                      Supervisory Clerk And <u>excluding</u> Confidential Employees, under Section 13A-102(f) of the Labor Code, holding the positions of Administrative Aide IV to the Executive Assistant to the Sheriff, Administrative Assistant II to the Assistant to the Sheriff, and Administrative Assistants II to the Director of the Office of Administrative Management; Temporary Employees, as defined in Prince George's County Personnel Law, Section 16-119(b)(1)
16 390 00013 96 March 26, 1996	<u>Unit II (Supervisor)</u> Administrative Aide IV
R-1-2004 July 18, 2005	<u>Amendment of Certification</u> <u>Unit I (Non-Supervisory)</u> Administrative Aide II                      Data Entry Operator I, II General Clerk I, II, III, IV                      Security Officer I, II Intake Processing Technician I, II, III  <u>Unit II (Supervisory)</u> Administrative Aide III, IV                      Investigator I, II Administrative Assistant I, II, III                      Security Officer III Supervisory Clerk

## Office of the Sheriff - Civilians

Case Number DATE OF CERTIFICATION	POSITIONS INVOLVED
78-PG-R-34 June 7, 1979	Petition for Certification (denied)
16 39 00025 92DS	Petition for Certification (denied)
16 39 00196 92DS 16 39 00197 92DS February 22, 1993	<p><u>Unit I (Non-supervisory)</u>  Administrative Aide I, II                      Intake Processing Technician I, II, III  Data Entry Operator I, II                      Public Safety Aide I, II  General Clerk I, II, III, IV                      Sheriff Dispatcher I, II  And <u>excluding</u> Temporary Employees, as defined in Prince George's County Personnel Law, Section 16-119(b)(1).</p> <p><u>Unit II (Supervisory)</u>  Administrative Aide III                      Sheriff Dispatcher III  Public Safety Aide III                      Supervisory Clerk  And <u>excluding</u> Confidential Employees, under Section 13A-102(f) of the Labor Code, holding the positions of Administrative Aide IV to the Executive Assistant to the Sheriff, Administrative Assistant II to the Assistant to the Sheriff, and Administrative Assistants II to the Director of the Office of Administrative Management; Temporary Employees, as defined in Prince George's County Personnel Law, Section 16-119(b)(1)</p>
16 390 00013 96 March 26, 1996	<u>Unit II (Supervisor)</u> Administrative Aide IV
16 39 00196 92DS 16 39 00197 92DS February 22, 1993	<p><u>Unit I (Non-supervisory):</u>  Administrative Aide I, II                      Intake Processing Technician I, II, III  Data Entry Operator I, II                      Public Safety Aide I, II  General Clerk I, II, III, IV                      Sheriff Dispatcher I, II  And <u>excluding</u> Temporary Employees as defined in Prince George's County Personnel Law, Section 16-119(b)(1).</p> <p><u>Unit II (Supervisory):</u>  Administrative Aide III                      Sheriff Dispatcher III  Public Safety Aide III                      Supervisory Clerk  And <u>excluding</u>: Confidential Employees, under Section 13A-102(f) of the Labor Code, holding the positions of Administrative Aide IV to the Executive Assistant to the Sheriff, Administrative Assistant II to the Assistant to the Sheriff, and Administrative Assistants II to the Director of the Office of Administrative Management; Temporary Employees, as defined in Prince George's County Personnel Law, Section 16-119(b)(1).</p>
16 39 00196 92DS 16 39 00197 92DS	<u>Unit II (Supervisor):</u> Administrative Aide III, IV                      Sheriff Dispatcher III

As Amended December 22, 2000	Administrative Assistant I, II, III      Supervisory Clerk Public Safety Aide III And <u>excluding</u> Confidential Employees under Section 13A-102(f) of the Labor Code and Temporary Employees, as defined in Prince George's County Personnel Law, Section 1611(b)(1).
16 39 00196 92DS 16 39 00197 92DS As Amended February 15, 2006	<u>Unit I (Non-Supervisory):</u> <i>Adds Mail Services Operator I, II, III</i> <i>Adds Community Development Assistant I, II, III</i> <i>Adds Systems Analyst I, II, III</i> <u>Unit II (Supervisor):</u> <i>Adds Community Developer I, II, III</i> <i>Adds Mail Services Supervisor</i> <i>Adds Systems Analyst IV</i>
16 39 00196 92DS 16 39 00197 92DS As Amended February 15, 2006	
CB-55-2003 July 29, 2003	Public Safety Aide I, II, III name changed to Security Officer 1, II, III
R-1-2004 July 18, 2005	<u>Amendment of Certification</u>  <u>Unit I (Non-Supervisory):</u> Administrative Aide I, II      Data Entry Operator I, II General Clerk I, II, III, IV      Security Officer I, II Intake Processing Technician I, II, III Excluding temporary employees.  <u>Unit II (Supervisory):</u> Administrative Aide III, IV      Investigator I, II Administrative Assistant I, II, III      Security Officer III Supervisory Clerk Excluding confidential and temporary employees. <b>Deletes Sheriff Dispatcher I and II from Unit I</b> <i>Deletes Sheriff Dispatcher from Unit III</i> <i>Adds Investigator I and II to Unit II</i> <i>Deletes Public Safety Aide I, II, III from Unit I</i> <i>Adds Security Officer I, II to Unit I</i> <i>Adds Security Officer III to Unit II</i>

## **ATTACHMENT C – CLASSES OF WORK**

### Unit I:

Administrative Aide I, II  
Community Development Assistant I, II, III  
Data Entry Operator I & II  
General Clerk I, II, III, IV  
Intake Processing Technician I, II, & III  
Mail Services Operator I, II, III  
Security Officer I, II  
Systems Analyst I, II, III

### Unit II:

Administrative Aide III, IV  
Administrative Assistant I, II, III  
Community Developer I, II, III  
Investigator I, II  
Mail Services Supervisor  
Security Officer III  
Supervisory Clerk  
System Analyst IV

*This document is intended to summarize the existing PERB certifications. Those certifications constitute the official unit description.*



## **ATTACHMENT D - JOINT COMMITTEE ON PERFORMANCE APPRAISALS**

The County and DSA agree to the formation of a Joint Committee on Performance Appraisals. The Committee shall be comprised of an equal number of Union and management representatives, but no more than four (4) from each party. The Committee will begin its work within thirty (30) days from the enactment of this Agreement and will explore best practices for a fair and equitable performance appraisal system which is appropriate for the type of work performed by DSA bargaining unit members. The Joint Committee may also look at pay for performance systems in use in other jurisdictions. The Committee will issue its findings and recommendations to the DSA President, the Sheriff and the Director of OHRM by January 31, 2022.