# COUNTY COUNCIL OF PRINCE GEORGE'S COUNTY, MARYLAND 2001 Legislative Session

Bill No.	CB-98-2001
Chapter No.	80
Proposed and F	Presented by Chairman (by request – County Executive)
Introduced by	Council Members Russell, Scott, Bailey, Wilson, Shapiro and Estepp
Co-Sponsors	
Date of Introdu	October 23, 2001
	BILL
AN ACT concer	rning
	Collective Bargaining Agreement - Prince George's County
	Police Civilian Employees Association (PCEA)
For the purpose	of amending the labor agreement by and between Prince George's County,
Maryland and th	ne Prince George's County Police Civilian Employees Association (PCEA) to
provide for wag	es and certain other terms and conditions of employment for personnel
classifications co	ertified by the Prince George's County Public Employee Relations Board.
BY repealing an	d reenacting with amendments:
	SUBTITLE 16. PERSONNEL.
	Section 16-233(f)(8),
	The Prince George's County Code
	(1999 Edition, 2000 Supplement).
SECTION	1. BE IT ENACTED by the County Council of Prince George's County,
Maryland, that S	Section 16-233(f)(8) of the Prince George's County Code be and the same is
hereby repealed	and reenacted with the following amendments:
	SUBTITLE 16. PERSONNEL.
	DIVISION 19. COLLECTIVE BARGAINING.
Sec. 16-233. G	eneral.
(f) The fo	llowing collective bargaining agreements are hereby adopted and approved:
(8) I	Declaration of Approval - Prince George's County Police Civilian Employees
Association.	

1 2

The County Council of Prince George's County, Maryland, having fully considered the labor agreement concluded between Prince George's County, <u>Maryland</u> and the Prince George's County Police Civilian Employees Association on [June 11, 1999] <u>September 24, 2001</u>, 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 that the Agreement shall be retroactively effective to July 1, 2001.

Adopted this 19th day of November, 2001

[Brackets] indicate language deleted from existing law.

COUNTY COUNCIL OF PRINCE GEORGE'S COUNTY, MARYLAND

	BY:
ATTEST:	
Joyce T. Sweeney Clerk of the Council	
	APPROVED:
DATE:	BY: Wayne K. Curry County Executive
KEY: Underscoring indicates language a	Alada arista lara

# AGREEMENT

# MADE BY AND BETWEEN

# PRINCE GEORGE'S COUNTY, MARYLAND

# AND

THE PRINCE GEORGE'S COUNTY

POLICE CIVILIAN EMPLOYEES ASSOCIATION

July 1, 2001 through June 30, 2003

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#### **PREAMBLE**

This Collective Bargaining Agreement is entered into by Prince George's County, Maryland ("Employer") and the Prince George's County Police Civilian Employees Association ("PCEA") and has as its purpose the promotion of harmonious relations between the Employer and PCEA; the establishment of an equitable and peaceful procedure for the resolution of differences; and includes the agreement of the parties on rates of pay, hours of work and other terms and conditions of employment for the employees covered hereunder.

#### **ARTICLE 1 -- RECOGNITION**

A. The Employer recognizes PCEA as the sole and exclusive bargaining agent of the Civilian Police Employees of the Prince George's County Police Department and of civilian employees in the Vehicle Audit Unit of the Department of Environmental Resources ("DER") in the Unit for which it was certified by the Prince George's County Public Employee Relations Board ("PERB") in case number 73-PG-R-8 and 73-PG-R-9, 75-PG-R-21, and as amended in case numbers 16 39 0030 82, 16 39 00203 85S, 16 39 00383 85S, 16 39 00073 89W and 16 39 00252 90S, for the purpose of negotiating matters of wages, hours, and other terms and conditions of employment. Effective July 1, 2001, subject to an amendment of certification by PERB, the employer also recognizes PCEA as the sole and exclusive bargaining agent of Dispatch Aides and Emergency Dispatchers in the Office of Information Technology and Communications ("OITC"). As used in this Agreement, the term "Department" refers to either the Police Department, DER, OITC or all of them, as is appropriate in the context in which it is used. Joint references in this Agreement to the Police Department and DER, shall, following certification of PCEA to represent Dispatch Aides and Emergency Dispatchers in OITC, also be deemed to include OITC.

#### ARTICLE 2 -- ORGANIZATIONAL SECURITY

#### **Section 2.1 Membership**

All employees employed on or after the effective date of this Agreement may elect to be members of PCEA or not to be members of PCEA. Any employee who elects to be a member of PCEA shall, pursuant to the provisions of Section 2.2 of this Agreement, remain a member of PCEA for the duration of this Agreement. Except as provided immediately below, employees covered by this Agreement, who elect not to be members of PCEA shall be required, as a condition of continued employment to pay a monthly service fee in an amount to be determined by PCEA that is no greater than the monthly dues paid by members of PCEA, which fees shall be remitted to PCEA. Notwithstanding any provision of this Agreement to the contrary, any employee covered by this Agreement who was employed on or before July 1, 1983, and who has never elected to become a member of PCEA, shall not be subject to the dues deduction and service fee provisions of this Article.

#### **Section 2.2 Dues and Service Fees**

A. <u>Dues and Service Fees</u>. PCEA, upon the presentation of dues deduction or service fee authorization cards, duly executed by the individual employees covered by this Agreement, shall be entitled to have such employees' membership dues or service fees deducted from their paychecks on a

biweekly basis and remitted to PCEA. Such authorization shall be irrevocable and automatically renewed from year-to-year thereafter unless revoked by the employee pursuant to Section 13A-108(c) of the Labor Code. The amounts to be deducted shall be certified to the Employer by the Treasurer of PCEA and the aggregate deductions of all employees shall be remitted together with an itemized statement to PCEA.

B. <u>Indemnification</u>. PCEA shall indemnify and hold the Employer harmless against any and all claims, suits, or other forms of liability that may arise out of or by reason of any action taken or not taken by the Employer under the provisions of this Article.

# Section 2.3 PCEA President, PCEA Board of Directors Leave, PCEA Officers/Members Leave and Leave for Negotiations

- A. The President of 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 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.
- B. 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 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.
- C. Elected or appointed officers of PCEA shall be granted administrative leave to attend Board meetings, provided that prior approval from the Chief of Police, the Director of DER, or the Director of OITC, as appropriate, has been secured (his/her approval not being unreasonably withheld) and subject to the limitations of paragraph G. below.
- D. Representatives of 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, the Director of DER, or the Director of OITC, as appropriate, has been secured (his/her approval not being unreasonably withheld) and subject to the limitations of paragraph G. below.
- E. Each member of the PCEA negotiating team (not to exceed a total of seven (7) members and alternates) shall be granted four (4) days of administrative leave to prepare for negotiations, provided that prior approval from the Chief of Police, the Director of DER, or the Director of OITC, as appropriate, has been secured.
- F. 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.

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

#### **Section 2.4 PCEA Communications**

PCEA will be permitted to use the Police Department's courier service, telex and fax for distribution of official PCEA communications. The Department will email to the PCEA President a copy of all email messages distributed to employees who are covered by this Agreement.

# **Section 2.5 PCEA Information Dispersal**

The Employer agrees to allow bulletin board space at reasonable locations in each physical structure for PCEA newsletters, notices, and literature.

#### **Section 2.6 Consultation**

The Employer agrees to consult with PCEA before making changes in departmental organization or the Classification Plan which will affect employees covered under this Agreement. Except as provided herein nothing in this Agreement shall be construed as a waiver or modification on the part of PCEA of its right to bargain as provided by applicable law, and except as provided in this Agreement, nothing herein shall be construed as a waiver or modification of the Employer's right to implement changes in accordance with applicable law.

#### **Section 2.7 New Employee Orientation**

The County will allow PCEA a reasonable opportunity to meet with new employees covered by the Agreement at the conclusion of new employee orientation for the purpose of briefing the employees on this Agreement and other PCEA matters.

#### **ARTICLE 3 -- COMPLIANCE**

PCEA agrees that its members shall comply with County rules and regulations, including those relating to conduct and work performance, and that all employees represented by it shall maintain an attitude of civility and politeness to all citizens.

#### **ARTICLE 4 -- CAREER ADVANCEMENT**

# **Section 4.1 Filling Vacancies**

- A. A "vacancy" is a permanent opening created by the termination, transfer, promotion or retirement of an incumbent bargaining unit employee which the County intends to fill or which is created when the County determines its operational needs require additional bargaining unit employees. Whenever a vacancy occurs, and the County elects, in its discretion, to fill the vacancy through the competitive process, the County will advertise the specific position to bargaining unit employees by posting a notice at all work locations at places where notices to employees are customarily posted. At the same time, PCEA will be notified of the vacancy. Any employee covered by this Agreement may apply for any vacancy, as defined in this Section 4.1. In the event that a vacancy is to be filled from an existing register, if an employee is not already on the necessary eligibility register, he or she will be afforded the opportunity to take any test required to qualify for the eligibility register.
- B. When a PCEA bargaining unit member applies for a vacancy through the normal competitive process and is determined to be qualified for the position, the name of the qualified PCEA bargaining unit employee will be placed on the list of eligibles sent to the Police Department for its consideration. The Police Department will ensure that any bargaining unit member on any list of eligibles will be granted an interview for the position vacancy.

#### Section 4.2 Layoffs and Recall

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

#### **Section 4.3 Dispatch Aides**

Effective July 1, 2001, Dispatch Aides will be eligible for a five percent (5%) non-competitive promotion from P-12 to P-13 after completion of five (5) years of satisfactory service as a Dispatch Aide. Such increase will be granted on their anniversary date reflecting the completion of five (5) years of satisfactory service as a Dispatch Aide and will be in addition to any regularly scheduled merit increase to which they are otherwise entitled. Eligible employees will not be entitled to receive this non-competitive promotion any sooner than their anniversary date in Fiscal Year 2003.

#### **ARTICLE 5 -- PERSONNEL LAW**

Anything not covered specifically by this Agreement shall be administered in accordance with the Personnel Law.

#### ARTICLE 6 -- PERSONNEL FILES AND PERSONAL INFORMATION DOCUMENT

#### **Section 6.1 Personnel Files**

- A. <u>Review</u>. By appointment with an appropriate person in the Office of Personnel and Labor Relations, 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. 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. <u>Expunction</u>. The Employer agrees to remove derogatory information three (3) years old or older from the employee's personnel file, if requested to do so by the employee in writing.
- D. Further, at the employee's written request, records of discipline up to a three (3) day suspension, or its equivalent, will be removed from an employee's personnel file eighteen (18) months after the discipline is administered so long as the employee has not been disciplined for a related offense during the eighteen (18) month period.

# **Section 6.2 Copies of Personal Information Document**

The Employer will provide each employee covered by this Agreement with a copy of any processed Personal Information Document (PID) form or its equivalent, which is placed in his/her personnel file. In addition, where individually processed PID forms are involved -- as distinguished from group processed PIDs (for example, those resulting from a cost of living increase) -- the Police Department will distribute the employee copy of the PID folded and stapled.

#### **ARTICLE 7 -- ROSTER**

#### **Section 7.1 Personnel Roster**

A roster shall be furnished PCEA by the Employer at the beginning of each fiscal 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 PCEA.

#### **Section 7.2 Personnel Printout**

At the beginning of each fiscal year the Employer will provide the President of PCEA a printout of all bargaining unit members from whom payroll deductions are made under Article 2.

#### **Section 7.3 PCEA Officers and Delegates**

PCEA shall supply the Employer, in writing, and shall maintain with the Employer on a current basis, a complete list of all Officers and Delegates.

#### **ARTICLE 8 -- 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 PCEA (both the President and the Grievance Committee Chairperson) of its intent to take disciplinary action at least ten (10) 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 work station (if possible, hand-delivered to the employee), and another copy of the notice shall also be sent to the employee by certified mail return receipt requested at the employee's last known address shown on the employee's personnel record. The Employer shall make reasonable attempts to hand deliver the notice referred to herein to the employee before sending such notice by mail. The notice will be considered to have been served upon the employee as of the date of mailing. The employee shall have ten (10) working days to respond to the proposed notice of intent to take disciplinary action. When a notice of intent is served while an employee is on approved sick or annual leave or scheduled day off, the ten (10) 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 PCEA 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 PCEA representative is unavailable, the employee may select another PCEA representative who can be present during the investigatory interview.

- D. The PCEA representative or other person selected by the employee shall be present at all times during the interview or discussion unless waived by the employee. All questions directed to the employee shall be asked by one (1) 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 9 (Grievance and Arbitration Procedure), the employee, upon request, will be provided with a copy of the investigatory file within five (5) working days after filing the grievance but excluding the identity of any confidential sources and recommendations as to charges, disposition or punishment.
- H. When more than one (1) supervisor is involved in a counseling session at one time, the employee being counseled may request that a PCEA member of his/her choice be present and shall be granted a reasonable amount of time to produce that person. However, the counseling session will not be delayed beyond the end of the employee's shift because of the unavailability of the member selected to attend. In the event the selected member is unavailable within these guidelines, the counseling session will proceed, but the employee to be counseled may designate another PCEA member who is available to attend.
- 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 9 -- GRIEVANCE AND ARBITRATION PROCEDURE

#### **Section 9.1 Definition**

Subject to any limitations of existing law, a grievance is defined as a dispute concerning the application or interpretation of the terms of this Agreement or a claimed violation, misinterpretation or misapplication of the rules or regulations of the Employer affecting the terms and conditions of employment.

#### **Section 9.2 Exclusive Procedure**

The provisions of this procedure shall be the only grievance procedure applicable to employees covered by this Agreement, except that grievances alleging safety or health issues shall be subject to the procedures of Article 15.

#### **Section 9.3 Grievance Procedure**

- A. Grievances shall be presented and adjusted in the following manner:
- 1. <u>Step 1</u>. Within ten (10) days after the event giving rise to the grievance, or within the ten (10) days following the time when the employee should reasonably have known of its occurrence, the aggrieved employee, and if the employee desires, the employee's PCEA delegate, may discuss the grievance with the employee's Division Head. The Division Head will attempt to adjust the matter and will respond orally to the employee within two (2) days.
- 2. Step 2. If the grievance has not been settled at Step 1, a written grievance may be filed, including the specific relief sought, signed by the aggrieved employee and the employee's PCEA delegate or a member of the PCEA Grievance Committee designated by the President of PCEA, and presented to the Chief of Police, the Director of DER or the Director of OITC, as appropriate. The Chief of Police, the Director of DER or the Director of OITC shall meet with the employee, the PCEA President and the employee's accredited PCEA delegate or member of the PCEA grievance committee in the absence of the delegate, and render a decision in writing no later than ten (10) days after the meeting. The Chief of Police may designate a Deputy Chief or the Director of DER or the Director of OITC may designate a Deputy Director to carry out the foregoing functions. The ten (10) day period will be extended by up to ten (10) more days if further investigation is required.
- 3. Step 3. If the grievance shall have been submitted but not adjusted under Step 2, the PCEA President may request in writing, within ten (10) days after the grievance has been denied at Step 2, that the grievance be submitted to an Arbitrator mutually agreed upon by them. The County and the PCEA shall, after execution of this Agreement, select a permanent panel of three (3) Arbitrators. The Arbitrator appointed to hear and decide any grievance dispute under this Article shall be selected from such panel within ten (10) days after this step has been invoked. The rules of the American Arbitration Association shall govern the conduct of the arbitration hearing. In the event the parties are unable to agree on the selection of an Arbitrator or the Arbitrators selected are unavailable, the parties shall select an Arbitrator under rules provided by the American Arbitration Association.
- B. The decision of the Arbitrator shall be final and binding on both parties provided that no provision of this Agreement which is stated to be a matter of policy shall be subject to arbitration. Any dispute between the parties as to the arbitrability of a grievance shall be decided by the Arbitrator. Expenses for the arbitrator's service and proceeding shall be borne equally by the County and PCEA.

# **Section 9.4 General Provisions**

A. Appropriate PCEA officials shall be given copies of all answers to grievances hereunder.

- B. If a grievance arises from the action of an authority higher than the Division Head, such grievance shall be initiated at the appropriate step of this grievance procedure.
- C. All parties shall have the right at their own expense to legal and/or stenographic assistance at all hearings.
- D. The fact that a grievance is raised by an employee shall not be recorded in the employee's personnel file or in any file or record utilized in the promotion process, nor shall such fact be used in any recommendations for job placement, nor shall the employee be placed in jeopardy or be subject to reprisal or discrimination for having followed this grievance procedure.
- E. Grievances arising as a result of disputes concerning the meaning, interpretation or application of this Agreement, or of a claimed violation, misinterpretation or misapplication of Police Department rules or regulations affecting terms and conditions of employment or a disciplinary action greater than a written reprimand, shall be subject to <u>Step 3</u>, arbitration. The following provisions of the Personnel Law for Prince George's County are also subject to arbitration: 1. Prohibited Personnel Practices (Section 16-110.1); 2. Attendance (Division 2); 3. Performance (Division 11); 4. Disability Separation (Section 16-189); 5. Leave (Division 17).
- F. Where an employee covered by this Agreement has filed a grievance under the County Personnel Law with regard to either the denial of an employee initiated desk audit or the denial of a competitive promotion for which the employee has applied, the Union may appeal the grievance from the Personnel Officer to arbitration under this Agreement, but it may not be referred to the Personnel Board.
- G. Appeals of grievances not subject to <u>Step 3</u> may be made by the employee to the appropriate step of the process outlined in the Personnel Law (namely to the Personnel Officer and/or the Personnel Board, as appropriate).
- H. PCEA has the right to file grievances on behalf of bargaining unit members under this grievance procedure.

#### **Section 9.5 Processing Time Limits**

The time limits provided under Article 9 for the processing of grievances (up to and including arbitration) may be extended upon mutual agreement, but if not so extended, they must be strictly observed. If the grievance is not resolved within the time period provided for in any step, the next step may then be invoked. If the grieving party fails to pursue any steps within the time limits provided (or as mutually extended), he/she shall have no further right to continue the grievance.

#### **Section 9.6 Days Defined**

The term "days" as used in this grievance procedure shall mean the weekdays Monday through Friday and does not include Saturdays, Sundays or County holidays.

# **Section 9.7 Processing Grievances During Working Hours**

PCEA representatives referred to in this grievance procedure shall be granted reasonable administrative leave to process grievances pursuant to this Article during working hours.

#### ARTICLE 10 -- WAGES AND BENEFITS

# Section 10.1 Wages

#### A. Fiscal Years2002 and 2003

- 1. Employees covered by this Agreement will receive a three percent (3%) increase to their base hourly rates of pay effective the first full pay period beginning on or after October 1,2001.
- 2. Employees covered by this Agreement will receive a one and one-half percent (1 1/2%) increase to their base hourly rates of pay effective the first full pay period beginning on or after July 1, 2002.
- 3. Employees covered by this Agreement will receive a one and one-half percent (1 1/2%) increase to their base hourly rates of pay effective the first full pay period beginning on or after January 1, 2003.

#### B. Anniversary Increases

- 1. Employees covered by this Agreement who are otherwise eligible to receive a merit increase during the period from July 1, 2001 through June 30, 2002 will receive it.
- 2. Employees covered by this Agreement who are otherwise eligible to receive a merit increase during the period from July 1, 2002 through June 30, 2003 will receive it.

#### C. Uniform Wage Scale

During Fiscal Year 1995, employees were placed on a new service based Uniform Wage Scale as described in Attachment A, attached hereto. During Fiscal Year 1996, the Uniform Wage Scale was modified to provide three (3) additional merit steps with a value of two and one-half percent (2.5%) as set forth in Attachment A, attached hereto. During Fiscal Year 1998, 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, 1998 (minus a two-year lag because of the lack of credit toward merit increases during Fiscal Year 1996 and Fiscal Year 1997) will be placed on that step effective the first full pay period beginning on or after January 1, 1998, as described in Attachment A, attached hereto.

#### Fiscal Year 2000:

- 1. Effective July 1, 1999, the anniversary dates of employees covered by this Agreement will be adjusted to the employee's date of hire if that date is different from the employee's current anniversary date.
- 2. Effective the first full pay period beginning on or after July 1, 1999, employees will be placed on the proper step of the Uniform Wage Scale for their years of service (minus two (2) years for loss of credit during Fiscal Year 1996 and Fiscal Year 1997).
- 3. Effective the first full pay period beginning on or after July 1, 1999, the Uniform Wage Scale shall be modified as follows:

Step N shall be applicable after thirteen (13) years of service;

Step O shall be applicable after fifteen (15) years of service;

Step P shall be applicable after seventeen (17) years of service;

Step Q shall be applicable after nineteen (19) years of service;

Step R shall be applicable after twenty-two (22) years of service;

Step S shall be applicable after twenty-five (25) years of service; and,

a new Step T shall be applicable after twenty-eight (28) years of service.

The interval between Steps N to O, O to P, P to Q, Q to R, and R to S shall be increased from two and one-half percent (2.5%) to three percent (3%); and the interval from Step S to new Step T shall be two and one-half percent (2.5%).

#### Fiscal Year 2002:

Effective July 1, 2001, the intervals between Steps M and N and O shall be increased from three percent (3%) to three and one-half percent (3.5%); and the interval between Steps S and T shall be increased from two and one-half percent (2.5%) to three percent (3%).

#### **Section 10.2 Shift Differentials**

#### A. First Shift.

Effective July 1, 2001, a shift differential of two dollars and fifteen cents (\$2.15) per hour shall be paid for all time worked on the first (1st) shift (i.e., the night shift, 2300 hours to 0700 hours) to each employee specifically assigned to work the first (1st) shift. Effective the first full pay period beginning on or after July 1, 2002, the first shift differential shall be increased to two dollars and forty cents (\$2.40) per hour.

#### B. Third Shift.

Effective July 1, 2001, a shift differential of one dollar and seventy-five cents (\$1.75) per hour shall be paid for all time worked on the third (3rd) shift (i.e., 1500 hours to 2300 hours) to each employee specifically assigned to the third (3rd) shift. Effective the first full pay period beginning on or after July

- 1, 2002, the third shift differential shall be increased to two dollars (\$2.00) per hour.
- C. Employees assigned to work the first (1st) or third (3rd) shift shall receive shift differential pay for all paid status hours, including paid leave hours and holidays. However, for no employees shall shift differentials be used for the purpose of computing retirement deductions, and retirement and insurance benefits.
- D. When the hours worked fall within the third (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.
- E. Any employee specifically assigned to the second (2nd) 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 (3rd) or first (1st) shift.

# Section 10.3 Holiday Pay

# A. <u>Holidays and Holiday Compensation</u>.

1. The Personnel Law establishes the regular holidays for County employees including those employees covered by this Agreement, except that an additional holiday, entitled "Police Memorial Day," will be recognized and observed on May 15 of each year as a County holiday for employees covered by this Agreement. The holidays established by the Personnel Law are listed for convenient reference:

New Year's Day, Martin Luther King's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Christmas Day, Presidential Inauguration Day (every 4 years), and County Employee's Appreciation Day.

- 2. Eligible employees shall receive a day's pay for each of the designated holidays on which they perform no work.
- 3. Employees who work on a holiday shall be paid at two (2) times their regular rate of pay for each hour worked (except overtime). Subject to the approval of the Police Department, an employee can elect to receive compensatory leave at up to a double time rate in lieu of pay for hours actually worked on a holiday. (For example, one (1) hour of straight time pay plus one (1) hour compensatory leave for each hour worked on a holiday). Any overtime performed by an employee on a holiday shall be compensated in accordance with the employee's regular overtime rate (i.e., no pyramiding).
  - 4. If a holiday falls on an employee's regular day off, the employee shall receive another day off.

# B. <u>Holiday Work Scheduling</u>.

- 1. Bargaining unit members assigned to work shiftwork are entitled to the opportunity to work all holidays on which they are normally scheduled to work, and will be paid for those holidays actually worked pursuant to the provisions of subparagraph A of this Section 10.3.
- 2. Bargaining unit members assigned to permanent day work positions are entitled to the opportunity to work at least four (4) holidays during each fiscal year and will be paid for those holidays actually worked pursuant to the provisions of subparagraph A of this Section 10.3. The determination as to which observed holidays bargaining unit members covered by this subparagraph B. 2. are actually scheduled to work will be determined by the Department, consistent with operational needs.

# C. <u>Holiday Observance</u>.

Whenever New Year's Day, Independence Day, Veteran's Day or Christmas Day falls on a weekend and is observed 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 observed shall be treated as working on a holiday for purposes of subparagraph A. above. Likewise, for purposes of subparagraph A., above, when Police Memorial Day falls on a Saturday, it shall also be observed on the previous Friday; and when it 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 to work.

#### **Section 10.4 Overtime Pay**

- A. 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 (10) 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. Overtime shall be available to anyone within the division who is qualified in that class of work, including civilian supervisors covered by this Agreement.

# Section 10.5 Call Back Pay

- A. 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, or DER or OITC, as applicable, during his/her normal off-duty hours, shall be paid for a minimum of four (4) 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.
- B. If an employee is called at home by the Employer and required to perform work at home on behalf of the Department during his/her normal off-duty hours, he/she will be compensated for the work performed at the overtime rate.

# **Section 10.6 Acting Pay**

- A. When an employee is assigned by the Employer to perform in an acting capacity substantially all the duties and responsibilities of any other position with a higher grade and does in fact assume the duties of that position for a period of ten (10) consecutive days or more (including scheduled days off, approved holidays, approved sick leave of two (2) days or less, and approved emergency annual leave, but excluding time for which an employee is otherwise on leave status), he/she shall be paid at the rate of pay equal to the acting position retroactive to the first (1st) day in the acting capacity and he/she shall continue to be paid that rate until relieved of the position. An employee shall begin to receive payment for such service within sixty (60) days after the date the employee becomes eligible for acting pay.
- 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 Article. This Article shall not apply to an employee in a training work assignment. Employees shall have all training work assignments explained to them fully.

# **Section 10.7 Standby Compensation**

Compensatory leave will be earned by Records Clerks, Evidence Technicians and RAFIS (fingerprint) at the rate of six and one-fourth percent (6.25%) for all hours they are required by the Police Department to stand by. An employee called back to work will lose standby compensation for eight (8) hours.

#### **Section 10.8 Court Time Compensation**

- A. If, as a result of official actions taken during the normal course of employment with the Department, an employee covered by this Agreement is required to appear in Court while off duty, the employee will be paid a minimum of three (3) hours pay at one and one-half (1 1/2) times his/her regular rate of pay. For each hour beyond the first three (3) hours that an employee is required to attend court proceedings, the employee shall be paid at the overtime rate.
- B. 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.
- C. For court time beyond three (3) hours, the employee shall be compensated in ten (10) minute segments, i.e., one sixth (1/6) hour pay at the overtime rate for every ten (10) minutes.

# **Section 10.9 Trainer Pay**

Effective July 1, 2001, employees who are assigned to provide on the job training (which is designed to be one month or more in duration) for employees will receive a payment of forty-five cents (\$.45) per hour.

#### Section 10.10 Workhours

The workweek is the seven (7) consecutive day period commencing with the first (1st) shift on Sunday, and ending with 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 such rotating shifts shall average forty (40) hours a week over the year.

#### Section 10.11 Work Schedule

- A. The County will provide each shift employee with a copy of his/her annual shift schedule.
- B. Whenever an employee's shift assignment, hours of work or work location is changed, the Employer will provide the employee with at least fourteen (14) calendar days notice before the change is effective. However, the parties also recognize that under emergency circumstances (such as filling in for someone who is absent from work) fourteen (14) days notice may not be possible.
- C. There will be established a Joint Study Committee, composed of equal numbers of representatives named by the County and PCEA, not to exceed a total of three (3) from each party, to study the subject of alternate work schedules (e.g., flex-time, modified workweeks) for employees covered by this Agreement. PCEA members of the Committee shall be granted reasonable time off with pay from their regularly assigned positions to attend Committee meetings and perform designated Committee work. Such time off shall not be deducted from the leave bank referred to in Article 2, Section 2.3 G. The Committee shall report its findings and recommendations to the Chief of Police the Director of DER and the Director of OITC, as appropriate, in writing. The Chief of Police, the Director of DER and the Director of OITC, as appropriate, shall consult with the PCEA President concerning the Committee's report.
- D. In the event that the regularly scheduled work hours of County police officers assigned to the Bureau of Patrol are permanently changed, the parties agree to refer to the Committee provided for in paragraph C. above (including reconvening the Committee if it has otherwise completed its work) for recommendation to the Chief the issue of whether changes should also be made in the work schedule of civilian station clerks.

# **Section 10.12 Emergency Closings**

- 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 twenty-four (24) hour period beginning at 6:00 a.m. of the day of the full or partial closing shall be entitled to the number of hours of compensatory leave (not to exceed twelve (12) hours per employee per twenty-four (24) hour period) equal to the number of hours of administrative leave granted to nonessential County employees. For purposes of this subsection, the County workday will be considered ended at 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.
- D. PCEA will be notified of all delayed openings and emergency closings and a teletype will be initiated.
- E. <u>Joint Study Committee.</u> There will be established a Joint Study Committee, composed of equal numbers of representatives named by the County and PCEA, not to exceed a total of two (2) from each party, to study the feasibility of inclement weather compensation alternatives during weekends and outside of the normal County workday. The Committee shall report its findings and recommendations to the Chief of Police in writing.
- F. Employees covered by this Agreement, who are required to work weekends as part of their regularly scheduled shift, will receive compensatory leave for the length of time that a Countywide "Signal 26" issued by the Police Chief, or designee, due to extreme weather conditions, is in effect on their shift(s) worked during the period from 6:00 a.m. Saturday through 6:00 a.m. on Monday.

#### Section 10.13 Rest Period

Upon approval of the employee's supervisor, consistent with operational necessity, employees covered by this Agreement who are assigned to work twelve (12) hour shifts shall be entitled to one (1) twenty-five (25) minute break per shift in addition to their regular meal period; ten (10) hour shifts, one (1) twenty (20) minute break per shift in addition to their regular meal period; and eight (8) hour shifts, one (1) fifteen (15) minute break per shift in addition to their regular meal period. The Employer will make all reasonable efforts to make sure that employees are permitted to take their breaks.

# Section 10.14 Meal Period

Employees covered by this Agreement who work through their regular unpaid meal period (one-half (1/2) hour for eight (8) and ten (10) hour shifts; forty-five (45) minutes for a twelve (12) hour shift) at the direction of Management are entitled to be paid for the meal period worked pursuant to Section 10.4, Overtime Pay.

#### **Section 10.15 Group Health Insurance Under the Beneflex Program**

- A. The Employer shall contribute seventy-five percent (75%) to the cost of the County's point of service health insurance plan for any employee who elects to participate in the program. Participating employees shall contribute the remaining twenty-five percent (25%).
- B. The County shall contribute eighty percent (80%) to the cost of a prepaid group health plan or Health Maintenance Organization (HMO) for any employee who elects to participate in the program. Participating employees shall contribute the remaining twenty percent (20%). Employees who provide proof of other medical coverage may choose to receive a credit.

- C. The Employer shall contribute ninety percent (90%) to the County's deductible prescription and vision care programs for any employee who elects to participate in either program. The participating employee shall contribute the remaining ten percent (10%). Employees who choose not to enroll in the Prescription Drug Plan may choose to receive a credit instead.
- D. The County shall contribute to the County's deductible prescription and vision care programs for any employee who retires on or after July 1, 1996 on the same basis that it contributes on behalf of active employees.
- E. 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 these plans.
- F. The County agrees to meet and consult with PCEA for a reasonable period of time before implementing changes in health benefits provided to employees covered by the agreement. The parties shall establish a committee for purposes of these discussions if either party deems it desirable.

# **Section 10.16 Group Life Insurance Under the Beneflex Program**

Effective July 1, 2001, 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. Employees may choose to reduce their life insurance to one (1) times their annual salary and receive a credit.

#### **Section 10.17 Leave of Absence Benefits**

When the Chief of Police, the Director of DER or the Director of OITC, in their discretion, recommends to the County Personnel Officer that a request for leave without pay made by an employee covered by this Agreement be approved, the Chief of Police, the Director of DER or the Director of OITC, as appropriate, will send to the employee at his/her home address or have hand delivered the letter and form appearing at the back of this contract as Attachment B. The responsibility for making arrangements for benefits while on leave without pay is the employee's.

#### **Section 10.18 Driver Training**

Employees who are regularly assigned to operate motor vehicles, as a position requirement, shall be assigned to attend a driving course as provided by the County.

#### Section 10.19 Medical Advisory Board

The PCEA President or his/her designee will sit on the Medical Advisory Board as an observer with regard to cases that pertain to a PCEA represented employee(s).

#### Section 10.20 Disability Status Review by the Medical Advisory Board

When an employee is sent to a County doctor for examination before a review of his/her disability status by the Medical Advisory Board (MAB), the employee shall be advised by letter of his/her right to submit other medical information to the MAB. The parties have agreed on a letter to be sent for such purposes. A copy of the County doctor's report will be sent to the employee.

#### ARTICLE 11 -- SUPPLEMENTAL RETIREMENT BENEFIT

#### A. Benefit Accrual and Amounts.

1. Effective July 1, 1992, employees covered by this Agreement may elect to participate in a supplemental retirement benefit program and all employees hired on or after July 1, 1992 will participate in a supplemental retirement benefit program pursuant to rules established in the Supplemental Retirement Plan. The supplemental retirement program will be jointly funded through County and employee contributions. The rate of accrual and amount of the benefit payable under this program are determined as follows:

Benefit accrual is at the rate of four tenths of one percent (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 (25) years of actual and continuous service, multiplied by the employee's average annual compensation, as determined pursuant to paragraph E, below.

2. Pursuant to paragraph A.1, above, the maximum benefit payable to any eligible employee is ten percent (10%) of the employee's average annual compensation, as determined pursuant to paragraph E, below.

#### B. Job Related Disability Benefit.

Effective July 1, 1999, if an employee becomes entitled to a job-related disability pension from the Maryland State Retirement or Pension Plan, the employee will be entitled to receive a disability pension benefit under this Supplemental Retirement Plan equal to a benefit calculated on the regular service formula for a normal benefit pursuant to paragraph A.1, above, as amended by paragraphs G and H, below.

# C. <u>Vesting</u>.

# 1. <u>Minimum Continuous Service Requirements</u>.

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

#### 2. <u>Vested Benefit</u>.

An employee completing the minimum continuous service requirements of paragraph C.1, above, shall be entitled to receive a monthly benefit as determined pursuant to paragraph A., above; provided, however, that no employee terminated for disciplinary reasons will be entitled to any benefit under this Section.

# D. Benefit Payment.

- 1. The benefit accrued by an employee under either paragraphs A or C, 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 (5) years of service; or after thirty (30) years of service regardless of age.
- 2. Effective July 1, 1995, if a plan participant's eligible spouse dies after a participant begins receiving a Joint and Survivor Pension under this Plan, the participant's benefit shall be increased to the level it would have been had the Joint and Survivor option never been chosen.

# E. <u>Funding</u>.

Effective July 1, 2001, except for the cost of funding the increase in the benefit accrual rate from six tenths of one percent (.6%) per year to eight tenths of one percent (.8%) per year (as provided in paragraph I below), -- which cost shall be the sole responsibility of the County, 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.

#### F. Definitions.

- 1. Actual Service means service while employed as an employee of Prince George's County.
- 2. <u>Average Annual Compensation</u> means an amount computed by dividing by three (3) the compensation actually received by an employee during whatever period of thirty-six (36) consecutive months of continuous service will provide the largest total compensation for any such period.
- 3. <u>Compensation</u> 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.
- 4. <u>Continuous Service</u> means the most recent unbroken period of employment as an employee of Prince George's County.

#### G. Supplemental Retirement Benefit Plan Modification Effective June 30, 1993.

Effective June 30, 1993, the benefit accrual rate in paragraph A., above, shall be increased from four-tenths of one percent (0.4%) to six-tenths of one percent (0.6%) per year for up to twenty-five (25) years of service for an increase in normal benefit from ten percent (10%) to fifteen percent (15%).

# H. <u>Supplemental Retirement Benefit Plan Modification Effective July 1, 1996</u>.

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

# I. Supplemental Retirement Benefit Plan Modification Effective July 1, 2001.

Effective July 1, 2001, the benefit accrual rate in paragraphs A, G and H, above, shall be increased from six-tenths of one percent (0.6%) to eight-tenths of one percent (0.8%) per year for up to thirty (30) years for an increase in normal benefit from eighteen percent (18%) to twenty-four percent (24%). The County will bear the entire cost of this pension enhancement.

#### J. Hold Harmless – Fiscal Year 1996/Fiscal Year 1997 Merit

For any employee covered by this Agreement who retires during the period from July 1, 2001 through June 30, 2003, "Average Annual Compensation" as that term is defined in paragraph F. (Definitions), above, will be calculated as if the employee had received the step increase(s), if any, the employee would otherwise have been eligible to receive during the period covering Fiscal Year 1996 and Fiscal Year 1997 but for the deferral of such step increases in those years.

# K. IRS Pickup Plan

- 1. The County shall pick up, within the meaning of Section 414(h) (2) of the Internal Revenue Code, the employee contributions required by paragraph E. (Funding) hereof. Such amounts:
- a. are designated as employee contributions to be picked up by the County within the meaning of Section 414 (h) (2) of the Internal Revenue Code and shall be treated as employer contributions in determining the tax treatment of such amounts under that section;
- b. shall reduce the taxable compensation of the employee in an amount that equals the employee contributions picked up by the County;
- c. shall be paid by the County from the same source of funds that is used to pay compensation to the employee;
- d. shall, for all other purposes, be treated in the same manner and to the same extent as employee contributions made before establishment of the pickup plan.
- 2. Employees shall not be entitled to receive such amounts directly in lieu of having such amounts picked up by the County. This pickup plan becomes effective for pay periods beginning on or after its approval by the County Executive and the County Council. The County shall apply to the Internal Revenue Service for a private letter ruling with respect to the pickup plan, but neither the application nor the receipt of such a ruling are prerequisites to the implementation of the pickup plan.

#### **ARTICLE 12 -- LEAVE**

#### **Section 12.1 Sick Leave Policies**

- A. Sick leave policies shall be administered in accordance with the Prince George's County Personnel Law.
- B. Sick leave may be taken in fifteen (15) minute increments.

#### **Section 12.2 Annual Leave Policy**

- A. Annual leave policies shall be administered in accordance with the Prince George's County Personnel Law, except as may be provided otherwise below:
  - 1. Annual leave may be taken in fifteen (15) minute increments.
- 2. 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).
- 3. 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 2., above.
- 4. 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.

#### Section 12.3 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, with proper notice of separation, be liquidated in the following manner:
- 1. The employee may elect to retain all or any portion of the employee's sick and annual leave balances credited to the employee's leave record for the period of time equal to the employee's eligibility for reappointment as determined in accordance with Section 16-148(a)(8).
- 2. The employee may elect to apply all or any portion of the employee's sick and annual leave balances to employment elsewhere, provided another employer has agreed to accept accumulated sick or annual leave balances for credit on behalf of the employee.
- 3. The employee may elect to receive cash payment for all or any portion of the employee's annual leave balance in an amount equal to the total number of unused annual leave hours multiplied by the employee's final base hourly rate of pay, subject to the following:

- a. 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 (1/2) of the employee's base hourly rate of pay as of January 4, 1997. Sick leave earned beginning the first pay period of Fiscal Year 1997 is not subject to cash payment to the employee upon separation.
- 5. For individuals who participate in the MSRS plan, sick leave earned beginning with the first pay period in the 1997 leave year is not subject to cash payment but may be used to purchase MSRS pension credit at the applicable rate.
- 6. Notwithstanding any provision in this Section to the contrary, an employee who is involuntarily separated from employment with the County for disciplinary reasons is not entitled to any payment for unused sick leave.
- 7. Notwithstanding any provision in this Section to the contrary, an employee who has been separated from employment under a separation-disability action pursuant to Section 16-189 of the Personnel Law shall forfeit any sick leave hours accumulated at the time of the employee's separation.

#### **Section 12.4 Leave of Absence**

Leave without pay may be granted for up to one (1) year when just cause for such leave is shown by the employee. Such leave shall be requested in writing and shall be subject to approval of the Chief of Police or his designee or the Director of DER or his designee or the Director of OITC or her designee, as appropriate, and such approval shall not be unreasonably withheld. The Chief of Police, the Director of DER or the Director of OITC has the right to set reasonable limits on such leaves.

# **Section 12.5 Discretionary Leave**

- A. Employees covered by this Agreement are eligible for and may take one (1) day of discretionary leave per wage reporting year. Discretionary leave may not be taken in increments and must be requested with reasonable advance notice and approved prior to use. A day of discretionary leave -- like a day of holiday leave -- shall consist of the number of hours in the employee's regularly scheduled workshift (e.g., 8, 10, 12 hour shifts).
- B. Employees covered by this Agreement who have been employed as civilian employees of the Prince George's County Police Department and/or the Vehicle Audit Unit of the Department of Environmental Resources and/or OITC for ten (10) or more years shall be eligible for one (1) day of Discretionary Leave per fiscal year in addition to the one (1) day of Discretionary Leave described in the above paragraph, subject to the same limitations described in that paragraph.
- C. Employees covered by this Agreement who have been employed as civilian employees of the

Prince George's County Police Department and/or the Vehicle Audit Unit of the Department of Environmental Resources and/or OITC for fifteen (15) or more years shall be eligible for two (2) days of Discretionary Leave per wage reporting year in addition to the one (1) day of Discretionary Leave described in the first paragraph above and subject to the same limitations described in that paragraph.

#### Section 12.6 Personal Leave

In accordance with the Personnel Law, sixteen (16) hours of personal leave — including the four (4) hours of personal leave granted each year in lieu of a General Election Day holiday — per wage reporting year 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, and unused personal leave shall be forfeited at the end of the leave year or upon termination of employment.

#### **Section 12.7 Leave Reporting for Employees**

When an employee covered by this Agreement uses leave (annual, sick or compensatory), his/her unpaid meal period shall not be included in his/her leave deduction.

# **Section 12.8 Family and Medical Leave**

Employees covered by this Agreement are entitled to family and medical leave as provided in the County Personnel Law. The Chief of Police, the Director of DER, or the Director of OITC may also grant the employee additional leave without pay pursuant to the terms of the Personnel Law. Where leave without pay is granted to an employee under this Article, the employee will be advised at the time the leave is granted as to whether or not the employee will be able to return to the job he/she held at the time the leave without pay was requested.

#### **Section 12.9 Bereavement Leave**

- A. In the event of the death of an employee's spouse, child, or parent, the employee may take up to four (4) working days leave for bereavement. The first three (3) leave days will be administrative leave days, and the other day will be charged to the employee's accumulated sick leave, annual leave or leave without pay.
- B. In the event of the death of an employee's stepchild, grandparent, grandchild, brother, sister, brother- or sister-in-law, mother- or father-in-law, or son- or daughter-in-law, or any member of the employee's household the employee may take up to four (4) working days leave for bereavement. The first leave day will be an administrative leave day, and the other day or days will be charged to the employee's accumulated sick leave, annual leave or leave without pay.

#### **Section 12.10 Disability Leave**

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

# ARTICLE 13 -- CLOTHING AND MAINTENANCE ALLOWANCE

# Section 13.1 Evidence Technicians/Property Clerks

- A. <u>Fiscal Years 2002 and 2003</u>: The Employer agrees to furnish each Evidence Technician an initial issue of three (3) pairs of coveralls, a raincoat and a pair of boots for use at crime scenes. The Employer shall also provide an annual maintenance allowance of six hundred dollars (\$600.00) for Evidence Technicians. The Employer also agrees to furnish one (1) pair of coveralls for Property Clerks working in Vehicle Services.
- B. The Employer will furnish an annual clothing maintenance allowance of two hundred dollars (\$200.00) for Property Clerks in the Department of Environmental Resources.
- C. The Employer will furnish an annual clothing maintenance allowance of two hundred dollars (\$200.00) for Property Clerks and Property Supply Clerks in the Police Department.

#### **Section 13.2 Public Safety Aides**

- A. <u>Joint Study Committee</u>. There will be established a Joint Study Committee, composed of equal numbers of representatives named by the County and PCEA, not to exceed a total of two (2) from each party, to review the design of the uniform worn by Public Safety Aides. PCEA members of the Committee shall be granted reasonable time off with pay from their regularly assigned positions to attend Committee meetings and perform designated Committee work. Such time off shall not be deducted from the leave bank referred to in Article 2, Section 2.3 G. The Committee shall report its findings and recommendations to the Chief of Police in writing within five (5) months of the date the Committee is formed. The Chief shall consult with the PCEA President concerning the Committee's report
- B. <u>Fiscal Years 2002 and 2003</u>: 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 six hundred dollar (\$600.00) clothing allowance in each fiscal year.

#### **Section 13.3 Clothing Allowance Disbursement**

Clothing allowances payable under this Article 13 will be paid in July each fiscal year covered by this Agreement, and are not included in the employee's base pay for any purposes such as computing holiday pay, annual and sick leave pay, etc.

#### **Section 13.4 Headsets**

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

# Section 13.5 Map Books

The County shall provide, annually, one (1) updated map book per desk in each facility where map books are used in the performance of the job.

#### **ARTICLE 14 -- JOB DESCRIPTION**

- A. An employee covered by this Agreement will be provided with a copy of his/her current job description at the time of his/her appointment and at the time of his/her annual performance evaluation, and the employee must sign the job description to acknowledge receipt of it. The employee will also be notified when his or her job description is modified. PCEA will be provided with a copy of all written job descriptions within the bargaining unit.
- B. Any change in an employee's job description shall only be within the scope of the employee's class standard. Whenever a new task or duty becomes a part of an employee's job description and the employee requires training in order to perform the new task or duty, the Department will provide appropriate training. Where the Department provides on-the-job training (OJT), it will train the employees who conduct the OJT. No part of the employee's performance evaluation shall encompass a new task or duty until the appropriate training has been completed.
- C. At the employee's request, a supervisor will provide direction to the employee concerning the priority of assigned tasks which the employee is to perform.

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

- A. The promotion of safety and health in the work environment is an important and mutually desirable objective. The County and PCEA therefore agree to cooperate to the fullest extent in the promotion of safety and health.
- B. The County and PCEA agree to establish a joint Police Department/PCEA Safety and Health Committee for the purpose of promoting job safety and health. The Committee shall consist of four (4) members, two (2) representing the County and two (2) representing PCEA. The County's representatives shall be a Deputy Chief of Police and a Deputy Labor Commissioner. PCEA representatives shall be the PCEA President or permanent designee and an additional PCEA member designated by the PCEA President. The Deputy Chief of Police and the PCEA President or permanent designee shall co-chair the Committee.
- C. The Committee shall meet as needed to investigate problems or grievances involving safety and health in the work place as may arise from time to time. Both the County and PCEA may place safety and health issues on the agenda. Unless the parties agree otherwise, the Committee shall meet not later than ten (10) days after either party has proposed a safety and health problem for Committee consideration. The Committee shall investigate the matter and make a report, including specific recommendations, where appropriate, for consideration by the Chief of Police and/or the Director of DER or the Director of OITC, as appropriate.

- D. When a condition at the workplace poses an immediate threat to the health or safety of employees covered by this agreement, the Department will take prompt corrective action to reduce the threat, and the Committee will convene a special meeting to address the health or safety problem not later than three (3) days after the initial corrective action.
- E. Within twenty-five (25) working days after receiving the Committee report, the Police Chief and/or the Director of DER or the Director of OITC, as appropriate, shall notify the Committee in writing of the action the Department proposes to take to correct the alleged unsafe condition.
- F. No employee may make a safety claim as a pretext for refusing to carry out a work assignment or for engaging in concerted activity in violation of Article 16 of this Agreement.
- G. The parties agree that the procedures outlined above are the sole and exclusive procedures under this Agreement for addressing health and safety issues and that safety and health issues and the provisions of this Article 15 are therefore not subject to the grievance and arbitration provisions of this Agreement.
- H. The Employer shall provide smoking cessation workshops to employees.

#### ARTICLE 16 -- NO STRIKE OR LOCKOUT

- A. PCEA and its members, individually and collectively, agree that during the term of this Agreement, there shall be no strikes, slow-ups, nor stoppage of work; and the County agrees that there shall be no lockouts.
- B. In the event of an illegal strike, slow-up or work stoppage, PCEA shall promptly and publicly disavow such unauthorized conduct, order the employees to return to work and take all steps necessary to bring about a prompt resumption of normal operations.
- C. The County shall have the right to discipline, by way of discharge or otherwise, any employee who participates in such illegal conduct.

#### **ARTICLE 17 -- SAVINGS CLAUSE**

In the event any Article, Section or portion of this Agreement should be held invalid and unenforceable by any Court or higher authority of competent jurisdiction, such decision shall apply to the specified Article, Section or portion thereof specified in the decision; and upon issuance of such a decision, the Employer and PCEA agree to immediately negotiate a substitute for the invalidated Article, Section or portion thereof.

#### **ARTICLE 18 -- NONDISCRIMINATION**

The provisions of this Agreement shall be applied in accordance with applicable Federal, State and

local laws with regard to discrimination on the basis of race, sex, 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 nonmembership in PCEA. PCEA shall share equally with the County the responsibility for applying this Article.

#### **ARTICLE 19 -- PUBLICATION OF AGREEMENT**

The Employer, at its expense, agrees to publish this Agreement in convenient form and distribute one (1) copy to each employee and six (6) copies to PCEA. The Employer further agrees to provide each new employee with a copy of this Agreement at the time of hiring.

#### **ARTICLE 20 -- DURATION**

- A. This Agreement shall become effective on July 1, 2001, unless otherwise stated in specific sections, and shall remain in full force and effect until June 30,2003.
- B. This Agreement shall be automatically renewed from year to year after June 30, 2003 unless either party shall notify the other in writing no later than October 1, 2002 (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 Maryland.	day of	, 2001, in Upper Marlboro, Prince George's County,
FOR PRINCE GEO POLICE CIVILIAN ASSOCIATION		FOR PRINCE GEORGE'S COUNTY, MARYLAND
Joyce P. Stafford President		Kenneth E. Glover Chief Administrative Officer
John S. Farrell Police Chief		

#### ATTACHMENT A

#### PCEA UNIFORM WAGE SCALE

	A	В	C	D	E	F	G	Н	I	J	K	L	M	N	O
STEP	0-1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
COMPLETED	0-1	2	3	4	5	6	7	8	9	10	11	12	(13-15)	(16-18)	(19+)

# A. Pay Plan Description

- 1. Pay Plan effective July 1, 1994.
- 2. 15 Step Plan Derived as follows -

Step A (or Step 0-1) at Grade T-6 is 3.5% above the existing minimum salary for Grade P-6. Each successive step is 3.5% up to and including Step L. Step L to M is 3% and Steps M to N and N to O are 2.5%.

- 3. Steps at Grade T-5 will be 5% less that corresponding steps at Grade T-6. The value of the intervals between the grades above grade 6 is 5%.
- 4. Completed years of service for purposes of this pay plan shall be determined by using an employee's date of hire as reflected on the employee's EAN.

#### B. Placement & Movement on Wage Scale

#### 1. Current Employees

- a. <u>General Rule</u> on their anniversary dates in FY95, employees will be placed on the scale at the next step above their salary and then be afforded a one step increase. After being placed on the scale, no one will receive more than a one step increase during FY95, and some employees may not receive a step increase (see B.1.b. & c., below).
- b. <u>Employees below Step A (0-1)</u> On their anniversary dates, employees below Step A will be placed on the scale at Step A and will advance no further during FY95.
- c. <u>Longevity Steps (Steps M, N & O)</u> Employees whose placement on the scale plus anniversary increase in FY95 results in their being at a step below that warranted by their years of service will have annual step increases until they are at the step which corresponds with their completed years of service. Employees who are placed on the scale during FY95 at a longevity step which exceeds their years of service or who during subsequent years achieve a longevity step which exceeds their years of completed service will not advance to the next longevity step until warranted by their completed years of service.
  - 2. New Hires Entry level employees hired during FY95 will be hired at Step A (0-1), and will

not move to Step B (2) until their anniversary date in FY97.

- 3. <u>Promotions and Demotions</u> Upon promotion or demotion, an employee will be placed at the step of the promotional grade which corresponds to his or her step before promotion or demotion (For example, a one grade promotion from T-05 Step H to T-06 Step H; a 2 grade promotion from T-08 Step M to T-10 Step M; or a three grade promotion from T-10 Step K to T-13 Step K.
- 4. <u>Anniversary Dates</u> Employees covered by this Agreement and hired before July 3, 1988, will keep the anniversary dates that they held on July 3, 1988 for as long as they are continuously employed. Employees hired on or after July 3, 1988 will have as their anniversary dates the dates of their initial appointment and those anniversary dates will not be changed while those employees are continuously employed.
- C. <u>Additional Pay Steps</u> Effective July 1, 1995, the wage scale will be expanded to include the following steps at a rate of two and one-half percent (2.5%) per step:

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Step O 15 19 -21 years of service (Modified, not added)
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Step P 16 22 - 24 years of service

Step Q 17 25 - 27 years of service

Step R 18 28 - 30 years of service

# D. Fiscal Year 1998 -- Placement on Uniform Wage Scale

During FY98, 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, 1998 (minus a two year lag because of the lack of credit toward merit increases during FY96 and FY97) will be placed on that step effective the first full pay period beginning on or after January 1, 1998.

#### E. Fiscal Year 2000:

- 1. Effective July 1, 1999, the anniversary dates of employees covered by this Agreement will be adjusted to the employee's date of hire if that date is different from the employee's current anniversary date.
- 2. Effective the first full pay period beginning on or after July 1, 1999, employees will be placed on the proper step of the Uniform Wage Scale for their years of service (minus two years for loss of credit during FY96 and FY97).
- 3. Effective the first full pay period beginning on or after July 1, 1999, the Uniform Wage Scale shall be modified as follows:

Step N shall be applicable after 13 years of service;

Step O shall be applicable after 15 years of service;

Step P shall be applicable after 17 years of service;

Step Q shall be applicable after 19 years of service;

Step R shall be applicable after 22 years of service;

Step S shall be applicable after 25 years of service;

and a new Step T shall be applicable after 28 years of service.

The interval between Steps N to O, O to P, P to Q, Q to R, and R to S shall be increased from 2.5% to 3%; and the interval from Step S to new Step T shall be 2.5%.

#### F. Fiscal Year 2002

- 1. Effective July 1, 2001, the intervals between Steps M and N and N and O shall be increased from 3% to 3.5%; and the interval between Steps S and T shall be increased from two and one-half percent (2.5%) to three percent (3%).
- 2. If the PERB issues an amendment of the bargaining unit certification to include in the PCEA bargaining unit Emergency Dispatchers, formerly represented by IAFF Local 1619, in the Office of Information Technology and Communications (OITC), then effective July 1, 2001, said employees will be placed on the proper step of the Uniform Wage Scale (under the PCEA collective bargaining agreement) for their years of service (minus two years for the loss of credit during Fiscal Year 1996 and Fiscal Year 1997, as applicable). In addition, effective July 1, 2001, the new base pay of such employees after placement on said scale, will be increased by an amount of one thousand three hundred dollars (\$1,300.00), or by the amount necessary to increase their current base pay (as of June 30, 2001) by one thousand three hundred dollars (\$1,300.00), whichever is greater (hereinafter referred to as "the adjustment amount"). Thereafter, whenever said employees move on the Uniform Wage Scale their base pay will continue to be red-circled with the "adjustment amount" above their applicable rate on the Uniform Wage Scale.

# SCHEDULED PAY RATES

SCHEDULE P UNIFORM WAGE SCALE EFFECTIVE JULY 1, 2001 FOR POLICE CIVILIANS

PRINCE GEORGE'S COUNTY, MARYLAND

STEP	Α	В	С	D	E	F	G	Н	1	J	K	L	М	N	0	Р	Q	R	S	Т
COMPLETED YRS SERVICE	0-1	1	2	3	4	5	6	7	8	9	10	11	12	13-14	15-16	17-18	19-21	22-24	25-27	28
P05 HOURLY BIWEEKLY ANNUAL	8.1787 654.30 17,012	8.4651 677.21 17,607	8.7614 700.91 18,224	9.0680 725.44 18,861	9.3854 750.83 19,522	9.7140 777.12 20,205	10.0539 804.31 20,912	10.4057 832.46 21,644	10.7700 861.60 22,402	891.74	922.96	11.9409 955.27 24,837		12.7913 1,023.30 26,606		1,090.89	1,123.62			1,227.81
P06 HOURLY BIWEEKLY ANNUAL	8.5877 687.02 17,862	8.8883 711.06 18,488	9.1992 735.94 19,134	9.5213 761.70 19,804	9.8544 788.35 20,497	10.1994 815.95 21,215	10.5564 844.51 21,957	10.9260 874.08 22,726	11.3082 904.66 23,521	11.7041 936.33 24,345	969.10	1,003.02	1,038.14	13.4309 1,074.47 27,936	1,112.08		1,179.80			
P07 HOURLY BIWEEKLY ANNUAL	9.0172 721.38 18,756	9.3327 746.62 19,412	9.6596 772.77 20,092	9.9975 799.80 20,795	10.3474 827.79 21,523	10.7097 856.78 22,276	11.0845 886.76 23,056	11.4724 917.79 23,863	11.8739 949.91 24,698		1,017.57		1,090.05	1,128.20	1,167.69	1,202.72	1,238.80		1,314.24	1,353.67
P08 HOURLY BIWEEKLY ANNUAL	9.4679 757.43 19,693	9.7993 783.94 20,383	10.1423 811.38 21,096	10.4973 839.78 21,834	10.8649 869.19 22,599	11.2451 899.61 23,390	11.6386 931.09 24,208	12.0459 963.67 25,055		1,032.33	1,068.46	1,105.85	1,144.55	14.8076 1,184.61 30,800	1,226.07	1,262.85	1,300.74	1,339.76	17.2494 1,379.96 35,879	
P09 HOURLY BIWEEKLY ANNUAL	9.9413 795.3 20,678	10.2894 823.15 21,402	10.6494 851.95 22,151	11.0221 881.77 22,926	11.4079 912.63 23,728	11.8072 944.58 24,559	977.63	12.6483 1,011.86 26,308	1,047.28	1,083.93		1,161.13	1,201.76		1,287.36	1,325.98	1,365.76	1,406.73	1,448.93	
P10 HOURLY BIWEEKLY ANNUAL	10.4385 835.08 21,712	10.8038 864.30 22,472	11.1820 894.56 23,259	11.5733 925.86 24,072	11.9782 958.26 24,915			13.2804 1,062.43 27,623	1,099.62	1,138.11	1,177.93		1,261.85	1,306.01	1,351.72		1,434.04			1,567.02
P11 HOURLY BIWEEKLY ANNUAL	10.9604 876.83 22,798	11.3439 907.51 23,595	11.7411 939.29 24,421		12.5773 1,006.18 26,161	1,041.40		1,115.56	1,154.62		1,236.86	1,280.15	1,324.97	-	1,419.34	1,461.92	1,505.78	1,550.95	1,597.48	
P12 HOURLY BIWEEKLY ANNUAL	11.5085 920.68 23,938	11.9112 952.90 24,775		1,020.78	13.2062 1,056.50 27,469	1,093.47	1,131.75	1,171.36	1,212.36	1,254.78	1,298.71	1,344.16	1,391.20		1,490.29	1,535.00	1,581.05	1,628.48	1,677.33	

CB-98-2001 (DR-1)

STEP	Α	В	С	D	E	F	G	Н	I	J	K	L	М	N	0	Р	Q	R	S	Т
COMPLETED YRS SERVICE	0-1	1	2	3	4	5	6	7	8	9	10	11	12	13-14	15-16	17-18	19-21	22-24	25-27	28
P13 HOURLY BIWEEKLY ANNUAL	966.70		1,035.56	1,071.81	1,109.31	1,148.14	1,188.32	1,229.92	1,272.98	1,317.51	1,363.63	1,411.35	18.2594 1,460.75 37,980	1,511.88	1,564.79	1,611.74	1,660.09	1,709.89	1,761.19	1,814.03
P14 HOURLY BIWEEKLY ANNUAL	1,015.03	1,050.56	1,087.34	1,125.38	1,164.78	1,205.54	1,247.73	1,291.41	1,336.60	1,383.37	1,431.80	1,481.92	19.1721 1,533.77 39,878	1,587.45	1,643.01	1,692.30	1,743.07			
P15 HOURLY BIWEEKLY ANNUAL	1,065.79	1,103.10	1,141.70	1,181.66	1,223.01	1,265.80	1,310.11	1,355.98	1,403.44	1,452.55	1,503.39	1,556.01	20.1310 1,610.48 41,872	1,666.85	1,725.19	1,776.94	1,830.25	1,885.16		1,999.96
P16 HOURLY BIWEEKLY ANNUAL	1,119.08		1,198.79	1,240.74	1,284.17	1,329.13	1,375.63	1,423.78	1,473.62	1,525.19	1,578.58	1,633.83	21.1378 1,691.02 43,967	1,750.21	1,811.47	1,865.81	1,921.79	1,979.44		2,099.99
P17 HOURLY BIWEEKLY ANNUAL		1,216.16	1,258.72			1,395.58	1,444.42		1,547.29		1,657.50		22.1946 1,775.57 46,165			1,959.09	2,017.87		2,140.75	
P18 HOURLY BIWEEKLY ANNUAL	-			1,367.91		1,465.35	1,516.64	1,569.73	1,624.66	1,681.52	1,740.38	1,801.30	23.3043 1,864.34 48,473	1,929.60	1,997.13	2,057.05	2,118.76		2,247.79	2,315.22
P19 HOURLY BIWEEKLY ANNUAL		1,340.82	1,387.76		1,486.58	1,538.62	1,592.47	1,648.21	1,705.90	1,765.60	1,827.40	1,891.37	24.4695 1,957.56 50,897	2,026.07	2,096.99	2,159.90	2,224.69	2,291.43	2,360.18	2,430.98
P20 HOURLY BIWEEKLY ANNUAL		1,407.86	1,457.14		1,560.91	1,615.55	1,672.10	1,730.63	1,791.19		1,918.77	1,985.94	25.6930 2,055.44 53,441	2,127.38	2,201.84	2,267.89	2,335.93	2,406.01		2,552.53
P21 HOURLY BIWEEKLY ANNUAL	1,428.27		1,530.00	1,583.53	1,638.96	1,696.33	1,755.70	1,817.16	1,880.75	1,946.57	2,014.71	2,085.23	26.9776 2,158.21 56,113	2,233.75	2,311.93	2,381.28	2,452.72		2,602.09	

The hourly rates are the January 14, 2001 rates with an increase in the percentage value between Steps M-N and N-O from 3% to 3.5% and from Steps S-T 2.5% to 3%. For administrative purposes, the hourly rates are the controlling rates. Biweekly rates are the hourly rates multiplied by 80 and rounded to the nearest cent. Annual rates are hourly rates multiplied by 2080 and rounded to the nearest dollar.

#### SCHEDULE P UNIFORM WAGE SCALE EFFECTIVE OCTOBER 7, 2001 FOR POLICE CIVILIANS PRINCE GEORGE'S COUNTY, MARYLAND

STEP	Α	В	С	D	E	F	G	Н	I	J	K	L	M	N	0	Р	Q	R	S	Т
COMPLETED YRS SERVICE	0-1	1	2	3	4	5	6	7	8	9	10	11	12	13-14	15-16	17-18	19-21	22-24	25-27	28
P05 HOURLY BIWEEKLY ANNUAL	8.4241 673.92 17,522	8.7191 697.52 18,136	9.0242 721.94 18,770	9.3400 747.20 19,427	9.6670 773.36 20,107	10.0054 800.43 20,811	10.3555 828.44 21,539	10.7179 857.43 22,293	11.0931 887.45 23,074	11.4811 918.49 23,881	11.8831 950.65 24,717		12.7295 1018.36 26,477	13.1750 1054.00 27,404		14.0452 1123.62 29,214		14.9006 1192.04 30,993	15.3476 1227.81 31,923	15.8080 1264.64 32,881
P06 HOURLY BIWEEKLY ANNUAL	8.8453 707.63 18,398	9.1550 732.40 19,042	9.4755 758.04 19,709	9.8070 784.56 20,399	10.1503 812.02 21,113	10.5057 840.46 21,852	10.8733 869.86 22,616	11.2538 900.30 23,408	11.6478 931.82 24,227	12.0552 964.42 25,075	12.4773 998.18 25,953	-	13.3659 1069.27 27,801		1145.44	14.7475 1179.80 30,675		15.6457 1251.65 32,543	16.1150 1289.20 33,519	
P07 HOURLY BIWEEKLY ANNUAL	9.2875 743.00 19,318	9.6128 769.02 19,995	9.9492 795.94 20,694	10.2974 823.79 21,419	10.6578 852.63 22,168	11.0310 882.48 22,944	11.4170 913.36 23,747	11.8165 945.32 24,578	12.2301 978.41 25,439	12.6579 1012.63 26,328						15.4850 1238.80 32,209			16.9209 1353.67 35,195	
P08 HOURLY BIWEEKLY ANNUAL	9.7519 780.15 20,284	10.0934 807.47 20,994	10.4467 835.74 21,729	10.8123 864.98 22,490	11.1907 895.26 23,277	11.5825 926.60 24,092	11.9878 959.02 24,935		12.8416 1027.33 26,711		13.7562 1100.50 28,613			15.2519 1220.15 31,724		16.2593 1300.74 33,819		17.2494 1379.96 35,879	17.7669 1421.35 36,955	
P09 HOURLY BIWEEKLY ANNUAL	10.2395 819.16 21,298	10.5981 847.85 22,044	10.9690 877.52 22,816	11.3529 908.23 23,614	11.7503 940.02 24,441	12.1617 972.94 25,296					14.4440 1155.52 30,044									
P10 HOURLY BIWEEKLY ANNUAL	10.7515 860.12 22,363	11.1280 890.24 23,146	11.5175 921.40 23,956	11.9205 953.64 24,795	12.3378 987.02 25,663	12.7697 1021.58 26,561		1094.32		1172.25	15.1662 1213.30 31,546		16.2464 1299.71 33,793			17.9255 1434.04 37,285		19.0172 1521.38 39,556	19.5877 1567.02 40,742	1614.03
P11 HOURLY BIWEEKLY ANNUAL	11.2890 903.12 23,481	11.6844 934.75 24,304	12.0933 967.46 25,154	12.5165 1001.32 26,034			13.8774 1110.19 28,865				15.9245 1273.96 33,123				-	1505.78			20.5675 1645.40 42,780	
P12 HOURLY BIWEEKLY ANNUAL	11.8535 948.28 24,655	12.2686 981.49 25,519		13.1424 1051.39 27,336		14.0786 1126.29 29,283	14.5713 1165.70 30,308	15.0811 1206.49 31,369			1337.66	17.3061 1384.48 35,997	17.9116 1432.93 37,256	18.5386 1483.09 38,560	19.1875 1535.00 39,910	1581.05	20.3560 1628.48 42,340	20.9667 1677.33 43,611	21.5957 1727.65 44,919	22.2435 1779.48 46,267

CB-98-2001 (DR-1)

STEP	A	В	С	D	E	F	G	Н	ļ	J	K	L	M	N	0	Р	Q	R	S	Т
COMPLETE YRS SERVICE	0-1	1	2	3	4	5	6	7	8	9	10	11	12	13-14	15-16	17-18	19-21	22-24	25-27	28
P13 HOURLY BIWEEKLY ANNUAL		12.8820 1030.56 26,795		13.7995 1103.96 28,703							1404.54	1453.71	1504.57			20.7511 1660.09 43,162	1709.89		22.6753 1814.03 47,165	
P14 HOURLY BIWEEKLY ANNUAL		13.5261 1082.09 28,134											-			1743.07	_		23.8087 1904.70 49,522	
P15 HOURLY BIWEEKLY ANNUAL	1097.75	14.2024 1136.19 29,541	1175.96				1349.44	17.4583 1396.66 36,313	1445.56			1602.72			_	1830.25			24.9995 1999.96 51,999	
P16 HOURLY BIWEEKLY ANNUAL	1152.64	14.9125 1193.00 31,018				1369.02	1416.91	1466.50	1517.84		1625.93	1682.86	1741.75		1865.81	1921.79	1979.44			
P17 HOURLY BIWEEKLY ANNUAL		15.6582 1252.66 32,569		16.7734 1341.87 34,889		1437.46	1487.76	1539.82		1649.47	1707.23	1767.00	1828.84		1959.09	2017.87			27.5622 2204.98 57,329	
P18 HOURLY BIWEEKLY ANNUAL	1270.78	16.4411 1315.29 34,197		17.6120 1408.96 36,633		1509.34	1562.15		1673.42		1792.60					2118.76			28.9403 2315.22 60,196	
P19 HOURLY BIWEEKLY ANNUAL		17.2631 1381.05 35,907		18.4926 1479.41 38,465		1584.80	20.5032 1640.26 42,647	1697.66	1757.09		1882.22					2224.69	2291.43			
P20 HOURLY BIWEEKLY ANNUAL		18.1263 1450.10 37,703		19.4173 1553.38 40,388		1664.04				1909.47		2045.52			2267.89	2335.93	30.0751 2406.01 62,556		31.9067 2552.53 66,366	
P21 HOURLY BIWEEKLY ANNUAL		19.0326 1522.61 39,588		20.3881 1631.05 42,407	1688.13	1747.25		1871.66	1937.18	2004.94	2075.14	2147.80	2222.95	2300.76		2452.72		32.5262 2602.09 67,654	33.5020 2680.16 69,684	

The hourly rates are the July 1, 2001 rates multiplied by 103%. For administrative purposes, the hourly rates are the controlling rates. Biweekly rates are the hourly rates multiplied by 80 and rounded to the nearest cent. Annual rates are hourly rates multiplied by 2080 and rounded to the nearest dollar.

#### SCHEDULE P UNIFORM WAGE SCALE EFFECTIVE JULY 14, 2002 FOR POLICE CIVILIANS PRINCE GEORGE'S COUNTY, MARYLAND

STEP	Α	В	С	D	E	F	G	Н	ı	J	K	L	M	N	0	Р	Q	R	S	Т
COMPLETED YRS SERVICE	ر 0-1	1	2	3	4	5	6	7	8	9	10	11	12	13-14	15-16	17-18	19-21	22-24	25-27	28
P05 HOURLY BIWEEKLY ANNUAL	8.5504 684.03 17,785	8.8498 707.99 18,408	9.1596 732.77 19,052	9.4801 758.41 19,719	9.8120 784.96 20,409	10.1555 812.44 21,123	10.5108 840.87 21,863	10.8786 870.29 22,628	11.2595 900.76 23,420	11.6533 932.27 24,239	12.0614 964.91 25,088	12.4836 998.69 25,966				14.2559 1140.47 29,652		-	15.5778 1246.22 32,402	16.0451 1283.61 33,374
P06 HOURLY BIWEEKLY ANNUAL	8.9780 718.24 18,674	9.2923 743.39 19,328	9.6176 769.41 20,005	9.9541 796.33 20,705	10.3026 824.20 21,429	10.6633 853.06 22,180	11.0364 882.91 22,956	11.4226 913.81 23,759	11.8225 945.80 24,591	12.2361 978.88 25,451						1197.50	-			16.8475 1347.80 35,043
P07 HOURLY BIWEEKLY ANNUAL	9.4268 754.15 19,608	9.7570 780.56 20,295	10.0984 807.88 21,005	10.4519 836.15 21,740	10.8177 865.42 22,501	11.1965 895.72 23,289	11.5883 927.06 24,104	11.9937 959.50 24,947	12.4136 993.09 25,820	12.8478 1027.82 26,723	13.2976 1063.81 27,659					1257.38			17.1747 1373.97 35,723	
P08 HOURLY BIWEEKLY ANNUAL	9.8982 791.86 20,588	10.2448 819.58 21,309	10.6034 848.27 22,055	10.9745 877.96 22,827	11.3586 908.68 23,626	11.7562 940.50 24,453	12.1676 973.41 25,309		1042.74	1079.21	13.9625 1117.00 29,042	_						17.5082 1400.65 36,417		
P09 HOURLY BIWEEKLY ANNUAL	10.3931 831.45 21,618	10.7571 860.56 22,375	11.1335 890.68 23,158	11.5232 921.86 23,968	11.9266 954.12 24,807	12.3441 987.53 25,676			1094.88	1133.18	14.6607 1172.85 30,494					17.3280 1386.24 36,042				
P10 HOURLY BIWEEKLY ANNUAL	10.9128 873.02 22,699	11.2949 903.59 23,493	11.6902 935.22 24,316	12.0993 967.94 25,167	12.5229 1001.83 26,048	12.9612 1036.90 26,959	-		14.3703 1149.62 29,890		15.3937 1231.50 32,019		16.4901 1319.21 34,299			1455.55		19.3025 1544.20 40,149	19.8815 1590.52 41,354	
P11 HOURLY BIWEEKLY ANNUAL	11.4583 916.67 23,833	11.8597 948.77 24,668		12.7042 1016.34 26,425				1166.28	1207.10	1249.33	16.1634 1293.07 33,620	1338.33		1433.67					20.8760 1670.08 43,422	
P12 HOURLY BIWEEKLY ANNUAL	12.0313 962.50 25,025	12.4526 996.21 25,901	12.8885 1031.08 26,808			1143.18	1183.19				1357.72	17.5657 1405.25 36,537	1454.42			20.0595 1604.76 41,724		_		22.5772 1806.17 46,961

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STEP	Α	В	С	D	E	F	G	Н	1	J	K	L	M	N	0	Р	Q	R	S	Т
COMPLETE YRS SERVICE	0-1	1	2	3	4	5	6	7	8	9	10	11	12	13-14	15-16	17-18	19-21	22-24	25-27	28
P13 HOURLY BIWEEKLY ANNUAL		13.0752 1046.02 27,196	13.5329 1082.63 28,148	14.0065 1120.52 29,134		15.0043 1200.35 31,209	15.5293 1242.34 32,301	1285.82	16.6354 1330.84 34,602	1377.38	1425.61	1475.52	1527.14			1684.99	1735.54	22.3451 1787.61 46,478		
P14 HOURLY BIWEEKLY ANNUAL		13.7290 1098.32 28,556			-	1260.36	1304.46		1397.37	1446.25	1496.89	1549.30		1659.60	1717.69	_	1822.29			
P15 HOURLY BIWEEKLY ANNUAL	1114.22	14.4154 1153.23 29,984					1369.68				1571.73	1626.76	1683.68			1857.70	1913.44	1970.84		
P16 HOURLY BIWEEKLY ANNUAL	1169.93	15.1362 1210.90 31,483		-		1389.55	1438.17		1540.61	1594.49	1650.32	1708.10		1829.76	1893.80	1950.61	2009.13		2131.49	-
P17 HOURLY BIWEEKLY ANNUAL		15.8931 1271.45 33,058				1459.03		1562.92			1732.84					2048.13	2109.58		27.9757 2238.05 58,189	
P18 HOURLY BIWEEKLY ANNUAL		16.6877 1335.02 34,710	_			1531.98		1641.06		1757.92		1883.17	1949.08		2087.90	2150.54	2215.05			
P19 HOURLY BIWEEKLY ANNUAL		17.5220 1401.76 36,446				1608.57		1723.12			1910.45	24.7166 1977.33 51,411	2046.53	2118.16	2192.30		2325.81	29.9448 2395.58 62,285	30.8431 2467.45 64,154	2541.47
P20 HOURLY BIWEEKLY ANNUAL		18.3982 1471.86 38,268	19.0422 1523.38 39,608				1748.11				2005.97	25.9525 2076.20 53,981	2148.86		2301.91		2442.10		32.3853 2590.82 67,361	
P21 HOURLY BIWEEKLY ANNUAL		19.3181 1545.45 40,182		1655.51		1773.46	1835.51	1899.74	1966.24	2035.02	2106.27	27.2502 2180.02 56,680	2256.30	2335.27	2417.00		2564.20		2720.36	

The hourly rates are the October 7, 2001 rates multiplied by 101.5%. For administrative purposes, the hourly rates are the controlling rates. Biweekly rates are the hourly rates multiplied by 80 and rounded to the nearest cent. Annual rates are hourly rates multiplied by 2080 and rounded to the nearest dollar.

#### SCHEDULE P UNIFORM WAGE SCALE EFFECTIVE JANUARY 12, 2003 FOR POLICE CIVILIANS PRINCE GEORGE'S COUNTY, MARYLAND

STEP COMPLETED	Α	В	С	D	Ε	F	G	Н	1	J	K	L	М	N	0	Р	Q	R	S	Т
YRS SERVICE	0-1	1	2	3	4	5	6	7	8	9	10	11	12	13-14	15-16	17-18	19-21	22-24	25-27	28
P05 HOURLY BIWEEKLY ANNUAL	8.6787 694.29 18,052	8.9826 718.61 18,684	9.2970 743.76 19,338	9.6223 769.79 20,014	9.9591 796.73 20,715	10.3078 824.63 21,440	10.6685 853.48 22,191	11.0418 883.35 22,967	11.4284 914.27 23,771	11.8281 946.25 24,602	979.38	12.6709 1013.67 26,355			14.0483 1123.86 29,220	14.4697 1157.58 30,097		15.3509 1228.07 31,930	15.8114 1264.92 32,888	
P06 HOURLY BIWEEKLY ANNUAL	9.1127 729.01 18,954	9.4317 754.54 19,618	9.7619 780.95 20,305	10.1034 808.27 21,015	10.4571 836.57 21,751	10.8232 865.86 22,512	11.2019 896.16 23,300	11.5939 927.51 24,115	11.9999 959.99 24,960	12.4196 993.57 25,833	12.8544 1028.35 26,737		13.7699 1101.59 28,641		1180.06	15.1933 1215.46 31,602		16.1185 1289.48 33,527	16.6021 1328.17 34,532	17.1002 1368.01 35,568
P07 HOURLY BIWEEKLY ANNUAL	9.5682 765.46 19,902	9.9033 792.27 20,599	10.2499 819.99 21,320	10.6087 848.69 22,066	10.9800 878.40 22,838	11.3644 909.15 23,638	11.7621 940.97 24,465	12.1737 973.89 25,321	12.5998 1007.98 26,208	13.0405 1043.24 27,124	13.4971 1079.77 28,074	13.9697 1117.58 29,057			15.4884 1239.07 32,216			16.9246 1353.96 35,203	17.4323 1394.58 36,259	
P08 HOURLY BIWEEKLY ANNUAL	10.0467 803.74 20,897	10.3985 831.88 21,629	10.7625 861.00 22,386	11.1391 891.13 23,169	11.5289 922.32 23,980	11.9325 954.60 24,820	12.3501 988.01 25,688	12.7823 1022.58 26,587	13.2297 1058.38 27,518		14.1720 1133.76 29,478			-		16.7507 1340.06 34,841		17.7708 1421.66 36,963		18.8531 1508.24 39,214
P09 HOURLY BIWEEKLY ANNUAL	10.5490 843.92 21,942	10.9184 873.47 22,710	11.3005 904.04 23,505	11.6960 935.68 24,328	12.1055 968.44 25,179	12.5293 1002.34 26,061		1073.71	1111.30	1150.18	14.8806 1190.45 30,952	1232.12		16.4982 1319.86 34,316	17.0757 1366.05 35,517		18.1156 1449.25 37,680	18.6590 1492.72 38,811		19.7954 1583.63 41,174
P10 HOURLY BIWEEKLY ANNUAL	11.0765 886.12 23,039	11.4643 917.15 23,846	11.8656 949.25 24,680		12.7107 1016.86 26,438	13.1557 1052.45 27,364		14.0924 1127.40 29,312	1166.87	15.0960 1207.68 31,400		16.1715 1293.72 33,637				18.4673 1477.39 38,412		19.5920 1567.36 40,751		
P11 HOURLY BIWEEKLY ANNUAL	11.6302 930.42 24,191	12.0376 963.00 25,038	12.4588 996.71 25,914				1143.75	1183.77		15.8508 1268.07 32,970	-		17.5743 1405.94 36,555			19.3911 1551.29 40,334		20.5720 1645.76 42,790		
P12 HOURLY BIWEEKLY ANNUAL	_	12.6394 1011.15 26,290	13.0818 1046.54 27,210	13.5396 1083.17 28,162		14.5041 1160.33 30,169	15.0117 1200.94 31,224		16.0809 1286.47 33,448	16.6434 1331.47 34,618	1378.09	17.8291 1426.33 37,085	18.4530 1476.24 38,382	19.0989 1527.92 39,726	19.7674 1581.39 41,116	1628.83			_	

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STEP	A	В	С	D	E	F	G	Н	I	J	K	L	М	N	0	Р	Q	R	S	Т
COMPLETED YRS SERVICE	0-1	1	2	3	4	5	6	7	8	9	10	11	12	13-14	15-16	17-18	19-21	22-24	25-27	28
P13 HOURLY BIWEEKLY ANNUAL	_	13.2714 1061.71 27,604		1137.33	1177.13		1260.98			1398.04				1604.30		1710.27		22.6803 1814.42 47,175	23.3607 1868.85 48,590	
P14 HOURLY BIWEEKLY ANNUAL		13.9349 1114.79 28,985	1153.82	1194.20	1235.98	1279.27				1467.95		1572.54	1627.53	1684.49						2021.14
P15 HOURLY BIWEEKLY ANNUAL		14.6316 1170.53 30,434			1297.77	1343.23	1390.23		1489.25		1595.31	1651.16	1708.93	1768.74			24.2767 1942.14 50,496	25.0050 2000.40 52,010	25.7552 2060.41 53,571	
P16 HOURLY BIWEEKLY ANNUAL	1187.48	15.3632 1229.06 31,956		1316.59					1563.72		1675.08	21.6715 1733.72 45,077	1794.40	1857.20	1922.21	1979.87	2039.27		2163.46	2228.36
P17 HOURLY BIWEEKLY ANNUAL		1290.52	16.6960 1335.68 34,728					1586.37		1699.33	1758.83			1950.06				2205.46		2339.77
P18 HOURLY BIWEEKLY ANNUAL		16.9380 1355.04 35,231	1402.47	-	1502.34		-	1665.68		1784.29	1846.78	1911.42		2047.56				2315.73		2456.76
P19 HOURLY BIWEEKLY ANNUAL		17.7849 1422.79 36,993		1524.12		1632.70		1748.97		1873.51	1939.11	25.0874 2006.99 52,182	2077.23		2225.18			30.3939 2431.51 63,219	31.3057 2504.46 65,116	2579.59
P20 HOURLY BIWEEKLY ANNUAL		18.6742 1493.93 38,842					1774.33	1836.41	1900.71		2036.06	2107.35	2181.09	2257.43	2336.44				2629.68	
P21 HOURLY BIWEEKLY ANNUAL		19.6079 1568.63 40,784		1680.35		1800.06	1863.04	1928.24	1995.74		2137.87	27.6590 2212.72 57,531	2290.14		2453.26	31.5857 2526.86 65,698			2761.16	

The hourly rates are the July 14, 2002 rates multiplied by 101.5%. For administrative purposes, the hourly rates are the controlling rates. Biweekly rates are the hourly rates multiplied by 80 and rounded to the nearest cent. Annual rates are hourly rates multiplied by 2080 and rounded to the nearest dollar.

# ATTACHMENT B

CERTIFIED MAIL or

	or
]	HAND DELIVERED
NAME STREET CITY/STATE	
Dear NAME:	
I have received your request for leave without pay from I have concurred with your request and directed corresponded Officer for approval. I will notify you of the Personnel Officer am informed of it.	spondence to the County
Continuation of Health and Life Insurance Coverage. Although it is you arrangements with the Benefits Division of the Office of Personnel and to make whatever payments you may be required to make to continue your insurance coverage, we have contacted OPLR and have attached a form payments due in order to continue your health and life insurance coverage the Benefits Division of OPLR, at 301-883-6380 if you have further questions.	Labor Relations (OPLR) our health and life which lists any ge. You should contact
Continuation of Retirement/Pension Benefits. The State Retirement and their own rules concerning the continuation of benefits during a leave of County approved leave of absence meets their definitions of leave of absence of mo approved for personal illness, maternity or paternity, study, service in an government sponsored organization, or adoption, you must file the MSF To Be Placed On A Qualifying Approved Leave of Absence) with the Spefore your leave begins to protect your benefits. If you have not alread one is attached for your convenience. You should contact the Pensions 883-6390 for further information.	f absence. Not every sence for the State ore than ten (10) days is a employee organization RS-46 form (Application tate Retirement Agency ly completed the form,
Sincerely,	
Chief of Police Director, Department of Environmental Resources Director, Office of Information and Technology Communications	

Enclosure

# LEAVE WITHOUT PAY

# HEALTH & LIFE INSURANCE EMPLOYEE PREMIUM PAYMENTS

Name	Lea	ve to begin	
Soc. Sec. No	Leave	e to end	_
Department/Division			
Once you begin your lea			
your Health insurance co	overage will continue thre	ough;	
		date	
your Prescription insurar	nce coverage, through	;	
		date	
your Optical insurance c	overage, through	;	
	date		
your Dental insurance co	overage, through	<b>;</b>	
	date		
and your Life insurance	coverage, through	•	
	date		
•		nake the following premium payments t	
•		ersonnel and Labor Relations, 1400 Mc	Cormick
Drive, Largo, Maryland	20774) by the due date(	s) indicated:	
Type Coverage	Premium Payment		
Health Insurance	\$		
Prescription Insurance			
Optical Insurance	\$		
Dental Insurance	\$	<del></del>	
Life Insurance	\$		
<b>T</b> 0 1			<b>5</b> 61.
	is about this payment sch	nedule or your coverages, you may call l	Benefits,
at 883-6380.			
D 11			
Prepared by	<del></del>		
cc: Benefits Division			
CC. Delicitis Division			