

COUNTY COUNCIL OF PRINCE GEORGE'S COUNTY, MARYLAND
2013 Legislative Session

Resolution No. CR-96-2013
 Proposed by The Chair (by request – County Executive)
 Introduced by Council Members Harrison, Campos, Davis, Franklin,
Lehman, Patterson, Toles and Turner
 Date of Introduction September 17, 2013

RESOLUTION

1 A RESOLUTION concerning

2 Compensation and Benefits,

3 Deputy Sheriff's Association of Prince George's County, Inc. (Civilian Units)

4 Salary Schedule Z

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

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

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

14 NOW, THEREFORE, BE IT RESOLVED by the County Council of Prince George's
 15 County, Maryland, that Salary Schedule Z submitted and recommended by the County Executive
 16 on September 12, 2013, which is attached hereto and made a part hereof, setting forth the
 17 following modifications: uniform wage scale; cost of living adjustments and merit increases for
 18 Fiscal Years 2014 and 2015; clothing issue and allowance; and group health insurance coverage,
 19 be and the same is hereby approved.

20 BE IT FURTHER RESOLVED that this Resolution shall take effect on the date it is
 21 adopted and that, unless stated otherwise in a specific provision of the Salary Schedule, shall be
 22 retroactively effective to July 1, 2013.

Adopted this 29th day of October, 2013.

COUNTY COUNCIL OF PRINCE
GEORGE'S COUNTY, MARYLAND

BY: _____
Andrea C. Harrison
Chair

ATTEST:

Redis C. Floyd
Clerk of the Council

SALARY SCHEDULE Z

SCHEDULE OF PAY GRADES

DEPUTY SHERIFF'S ASSOCIATION OF PRINCE GEORGE'S COUNTY, INC.

(CIVILIAN UNITS)

PRINCE GEORGE'S COUNTY, MARYLAND

EFFECTIVE JULY 1, 2013 - JUNE 30, 2015

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1. CIVILIAN UNIFORM WAGE SCALE

DSA Civilians Uniform Wage Scale

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

A. Pay Plan Description

1. Pay Plan effective July 1, 2001, with additional grades Z20 - Z25 retroactive to October 8, 2000.

2. 21 Step Plan - Described as follows:

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

b. Steps B (#2) through Steps N (#14) were derived by multiplying Steps A (#1) successively for grades Z6-Z25 by one hundred three and one-half percent (103 1/2%) through Steps N (#14).

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

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

3. Completed years of service for purposes of this pay plan shall be determined by using an employee's date of hire as reflected on the employees Personnel Information Document (PID).

4. Effective July 1, 2005, the Salary Schedule Z will become a Min-Max Schedule and the current Step A becomes the Min rate and current Step U becomes the new Max rate on all grades. An employee will be eligible to advance to the next step for his/her grade on his/her anniversary date at the rate of one (1) three and one-half percent (3 1/2%) step per year provided that he/she receives a satisfactory performance evaluation for the preceding year.

5. Effective July 1, 2007, no employee in the bargaining unit shall be paid less than the Prince George's County Living Wage as from time to time determined. The Living Wage is not subject to COLAs or merit increases. Employees paid under this provision of the Agreement will not receive additional cost of living or merit increases unless the wage rate contained in the Agreement for their assigned position, as COLAs and merit increases are added, is above the

County Living Wage, at which time the wage rate contained in the Agreement will apply.

6. Effective July 1, 2008, the Max rate will be increased by three and one-half percent (3.5%).

7. Effective October 6, 2013, the minimum and maximum rates will be increased by two and one-half percent (2.5%). Effective October 5, 2014, the minimum and maximum rates will be increased by two and one-half percent (2.5%).

B. Placement and Movement on the Civilian Uniform Wage Scale

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

2. During Fiscal Year 2002, any employee who has not advanced to the step on the Uniform Wage Scale that would otherwise have been warranted by his/her completed years of service as of January 1, 2002 (minus a two (2) year lag because of the lack of credit toward merit increases during FY96 and FY97, if applicable) will be placed on that step effective the first full pay period beginning on or after January 1, 2002 (i.e., January 13, 2002). However, an employee whose years of service (after adjustment) would otherwise, as a result of proper placement as described above, warrant his/her advancement by more than a single step, will advance no more than one step on January 1, 2002.

3. In addition to the above, on their anniversary dates during Fiscal Year 2002 and subsequent years, employees will advance at the rate of one step per year up to and including Step N (#14). Employees will only advance to Steps O (#15) and above on their anniversary dates provided they have completed the required years of service matching that step (after subtracting two (2) years for lack of credit toward a merit increase during FY96 and FY97, if applicable).

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

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

C. Promotions and Demotion - Effective July 1, 2005, upon promotion or demotion an employee's salary will be increased or decreased, as applicable, by five percent (5%) for every grade movement.

D. Anniversary Dates - Employees covered by this Salary Schedule and hired before July 1, 1997 will keep the anniversary dates that they held on July 1, 1997 for as long as they are

continuously employed. Employees hired on or after July 1, 1997 will have as their anniversary dates the dates of their initial appointment and those anniversary dates will not be changed while those employees are continuously employed. Employees transferred (lateral transfer, promotion, demotion) on or after July 1, 2003, into this bargaining unit, will have as their anniversary date the initial appointment date with the Office of the Sheriff.

E. The rules for placement of current employees on the Uniform Wage Scale in subsection A above shall also apply to Investigator I and II and Administrative Assistants I, II, and III who are included in the bargaining unit during FY01 or FY02.

2. SCHEDULED PAY RATES

SALARY SCHEDULE Z
DEPUTY SHERIFF'S ASSOCIATION
(CIVILIAN UNITS)
UNIFORM WAGE SCALE EFFECTIVE OCTOBER 6, 2013
PRINCE GEORGE'S COUNTY MARYLAND

GRADE	MIN	MAX
Z06		
HOURLY	9.9456	20.2848
BI-WEEKLY	795.65	1622.78
ANNUAL	20,687	42,192
Z07		
HOURLY	10.4426	21.2987
BI-WEEKLY	835.41	1703.89
ANNUAL	21,721	44,301
Z08		
HOURLY	10.9649	22.3639
BI-WEEKLY	877.20	1789.11
ANNUAL	22,807	46,517
Z09		
HOURLY	11.5131	23.4817
BI-WEEKLY	921.05	1878.54
ANNUAL	23,947	48,842
Z10		
HOURLY	12.0889	24.6560
BI-WEEKLY	967.11	1972.48
ANNUAL	25,145	51,284

GRADE	MIN	MAX
Z11		
HOURLY	12.6928	25.8881
BI-WEEKLY	1015.42	2071.05
ANNUAL	26,401	53,847
Z12		
HOURLY	13.3276	27.1828
BI-WEEKLY	1066.21	2174.62
ANNUAL	27,721	56,540
Z13		
HOURLY	13.9939	28.5416
BI-WEEKLY	1119.51	2283.33
ANNUAL	29,107	59,367
Z14		
HOURLY	14.6937	29.9688
BI-WEEKLY	1175.49	2397.51
ANNUAL	30,563	62,335
Z15		
HOURLY	15.4283	31.4674
BI-WEEKLY	1234.26	2517.39
ANNUAL	32,091	65,452
Z16		
HOURLY	16.2000	33.0412
BI-WEEKLY	1296.00	2643.29
ANNUAL	33,696	68,726

GRADE	MIN	MAX
Z17		
HOURLY	17.0098	34.6929
BI-WEEKLY	1360.78	2775.43
ANNUAL	35,380	72,161
Z18		
HOURLY	17.8603	36.4274
BI-WEEKLY	1428.83	2914.19
ANNUAL	37,149	75,769
Z19		
HOURLY	18.7535	38.2492
BI-WEEKLY	1500.28	3059.94
ANNUAL	39,007	79,558
Z20		
HOURLY	19.6912	40.1617
BI-WEEKLY	1575.29	3212.93
ANNUAL	40,958	83,536
Z21		
HOURLY	20.6758	42.1698
BI-WEEKLY	1654.06	3373.59
ANNUAL	43,006	87,713
Z22		
HOURLY	21.7095	44.2783
BI-WEEKLY	1736.76	3542.26
ANNUAL	45,156	92,099

GRADE	MIN	MAX
Z23		
HOURLY	22.7949	46.4922
BI-WEEKLY	1823.59	3719.37
ANNUAL	47,413	96,704
Z24		
HOURLY	23.9347	48.8169
BI-WEEKLY	1914.77	3905.35
ANNUAL	49,784	101,539
Z25		
HOURLY	25.1315	51.2578
BI-WEEKLY	2010.52	4100.62
ANNUAL	52,273	106,616

The rates are the July 22, 2008 rates multiplied by 102.5%. For administrative purposes, the hourly rates are the controlling rates. Biweekly rates are the hourly rates multiplied by 80. Annual rates are hourly rates multiplied by 2080 and rounded to the nearest dollar.

SALARY SCHEDULE Z
DEPUTY SHERIFF'S ASSOCIATION
(CIVILIAN UNITS)
UNIFORM WAGE SCALE EFFECTIVE OCTOBER 5, 2014
PRINCE GEORGE'S COUNTY MARYLAND

GRADE	MIN	MAX
Z06		
HOURLY	10.1942	20.7919
BI-WEEKLY	815.54	1663.35
ANNUAL	21,204	43,247
Z07		
HOURLY	10.7037	21.8311
BI-WEEKLY	856.29	1746.49
ANNUAL	22,264	45,409
Z08		
HOURLY	11.2391	22.9230
BI-WEEKLY	899.12	1833.84
ANNUAL	23,377	47,680
Z09		
HOURLY	11.8009	24.0688
BI-WEEKLY	944.07	1925.50
ANNUAL	24,546	50,063
Z10		
HOURLY	12.3911	25.2724
BI-WEEKLY	991.29	2021.79
ANNUAL	25,773	52,567

GRADE	MIN	MAX
Z11		
HOURLY	13.0101	26.5353
BI-WEEKLY	1040.81	2122.83
ANNUAL	27,061	55,193
Z12		
HOURLY	13.6608	27.8624
BI-WEEKLY	1092.86	2228.99
ANNUAL	28,414	57,954
Z13		
HOURLY	14.3438	29.2552
BI-WEEKLY	1147.50	2340.41
ANNUAL	29,835	60,851
Z14		
HOURLY	15.0610	30.7181
BI-WEEKLY	1204.88	2457.45
ANNUAL	31,327	63,894
Z15		
HOURLY	15.8140	32.2541
BI-WEEKLY	1265.12	2580.33
ANNUAL	32,893	67,088
Z16		
HOURLY	16.6050	33.8672
BI-WEEKLY	1328.40	2709.38
ANNUAL	34,538	70,444

GRADE	MIN	MAX
Z17		
HOURLY	17.4350	35.5602
BI-WEEKLY	1394.80	2844.82
ANNUAL	36,265	73,965
Z18		
HOURLY	18.3068	37.3381
BI-WEEKLY	1464.55	2987.04
ANNUAL	38,078	77,663
Z19		
HOURLY	19.2223	39.2054
BI-WEEKLY	1537.79	3136.44
ANNUAL	39,982	81,547
Z20		
HOURLY	20.1835	41.1657
BI-WEEKLY	1614.68	3293.26
ANNUAL	41,982	85,625
Z21		
HOURLY	21.1927	43.2241
BI-WEEKLY	1695.41	3457.93
ANNUAL	44,081	89,906
Z22		
HOURLY	22.2522	45.3852
BI-WEEKLY	1780.18	3630.82
ANNUAL	46,285	94,401

GRADE	MIN	MAX
Z23		
HOURLY	23.3647	47.6545
BI-WEEKLY	1869.18	3812.36
ANNUAL	48,599	99,121
Z24		
HOURLY	24.5330	50.0373
BI-WEEKLY	1962.64	4002.98
ANNUAL	51,029	104,078
Z25		
HOURLY	25.7597	52.5392
BI-WEEKLY	2060.78	4203.14
ANNUAL	53,580	109,282

The rates are the October 6, 2013 rates multiplied by 102.5%.
 For administrative purposes, the hourly rates are the controlling rates. Biweekly rates are the hourly rates multiplied by 80.
 Annual rates are hourly rates multiplied by 2080 and rounded to the nearest dollar.

3. COST OF LIVING ADJUSTMENTS

Employees covered by this Salary Schedule will receive the following cost of living adjustments (COLAs):

- a. Employees will receive a two and one-half percent (2.5%) increase to their base wages effective the first full pay period beginning on or after October 1, 2013.
- b. Employees will receive a two and one-half percent (2.5%) increase to their base wages effective the first full pay period beginning on or after October 1, 2014.

4. MERIT INCREASES

Fiscal Year 2014

Employees covered by this Salary Schedule, who are otherwise eligible to receive a merit increase during the period from July 1, 2013 through June 30, 2014, will receive it.

Fiscal Year 2015

Employees covered by this Salary Schedule, who are otherwise eligible to receive a merit increase during the period from July 1, 2014 through June 30, 2015, will receive it.

5. WORKWEEK

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

6. WORK SCHEDULES

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

7. DESIGNATION OF MEAL PERIODS

- A. Except for employees assigned to rotating shift work schedules, any employee who works five (5) or more hours in any workday shall receive an unpaid one-half (1/2) hour meal period during that workday.
- B. Employees assigned to rotating shift work schedules averaging 40 - 42 productive hours shall be eligible for a meal period, as defined by the Appointing Authority, within the productive workday.

8. CALLBACK PAY

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

B. If an employee is called at home by the Sheriff or his/her designee and required to work at home on behalf of the Department during his/her normal off-duty hours, he/she will be compensated for the work performed at the overtime rate based on half hour increments (0-30 minutes = one-half hour, 31-60 minutes = one hour).

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

9. HOLIDAY PAY

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

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

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

D. Employees covered by this Salary Schedule will observe regular County holidays on the same dates as the Courts observe them even when the County's date of observance is different. Whenever Christmas Day, New Year's Day or Independence Day falls on a weekend and is celebrated by the County on the preceding Friday or following Monday, employees who work either on the day the holiday falls or on the day it is celebrated shall be entitled to holiday pay. Employees who work both the day the holiday falls on and the day it is celebrated shall be entitled to holiday pay only as to the first such day scheduled to work.

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

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

10. POLICE MEMORIAL DAY

Employees covered by this Salary Schedule who work on Police Memorial Day (i.e., May 15 of each year) will be compensated pursuant to Section 9, Holiday Pay, above.

11. OVERTIME

Employees will be compensated at the rate of one and one-half (1.5) times their regular rate of pay for each hour, of fifteen (15) minute fraction thereof, they are required to work at the direction of a supervisor in excess of forty (40) hours in a workweek. At the option of the employee, and with the approval of the County (which will not be unreasonably withheld), an employee eligible for compensatory time under applicable law may elect to receive compensatory leave at the rate of one and one half (1.5) hours for each overtime hour worked. All leave with pay shall be considered time worked in the computation of overtime.

12. PYRAMIDING

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

13. COURT TIME COMPENSATION

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

14. TRAINER PAY

Effective the first full pay period beginning on or after July 1, 2012, employees who are assigned to provide on-the-job training for employees, designed to be five (5) days or more in duration and excluding training provided by the immediate supervisor of the employee receiving the training, will receive a payment of one dollar and twenty-five cents (\$1.25) per hour.

15. INTERPRETER PAY

Effective July 1, 2007, the County, with the participation of the DSA, will develop testing procedures to measure an employee's conversational proficiency in selected languages other than English. An employee who passes such test will be certified as an interpreter in the language tested and will be assigned to interpret that language as part of his/her job duties. Employees will receive a lump sum payment of five hundred dollars (\$500.00) per year beginning within thirty (30) days following their certification. Employees certified in sign language, as selected, will receive a lump sum payment of three hundred dollars (\$300.00) per year beginning within thirty (30) days following verification of such certification.

16. SHIFT DIFFERENTIAL

- A. Effective July 1, 2005, a shift differential of two dollars (\$2.00) per hour shall be paid for all time worked on the first (1st) shift (i.e., the night shift - 11 p.m. to 7 a.m. or equivalent) to each employee specifically assigned (on a permanent or rotating basis) to work the first (1st) shift. Effective July 1, 2006, the first (1st) shift differential will be increased to two dollars and ten cents (\$2.10) per hour.
- B. Effective July 1, 2005, 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., the evening shift - 3 p.m. to 11 p.m. or equivalent) to each employee specifically assigned (on a permanent or rotating basis) to work the third (3rd) shift. Effective July 1, 2006, the third (3rd) shift differential will be increased to one dollar and eighty-five cents (\$1.85) per hour.
- C. No shift differential will be considered to be part of the employee's base rate, nor shall it be applied to pay for non-productive hours such as holiday pay and annual and sick leave pay, nor shall it be used for the purpose of computing retirement deductions or for retirement or insurance benefits.
- D. Any employee who works the second (2nd) shift (i.e., the day shift – 7 a.m. to 3 p.m. or equivalent) shall not be entitled to a shift differential.
- E. 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.

17. ACTING PAY

- A. When an employee is directed to assume, and does in fact assume, the duties of any other position with a higher grade in an acting capacity for a period of fourteen (14) consecutive days or more (including scheduled days off and approved holidays), beginning with the fifteenth (15th) day, he/she shall be paid at a rate of pay ten percent (10%) above the employee's current salary or the minimum necessary to place the employee at the entry level rate of the next higher grade, whichever is greater, and shall continue to be paid at that rate until relieved of the position by the person for whom he/she is acting, or by a person of equal grade to that position, or by a superior authority. Such payments will be paid retroactively from the first day the employee is directed to assume the higher level duties. He/She shall resume receiving acting pay after being on annual, sick, or administrative leave status, if he/she had been acting in such higher rank immediately prior to taking such approved leave.
- B. Where management elects to assign an employee to work in an acting capacity as described above, the employer shall not schedule work to circumvent the provisions of this section. This section shall not apply to an employee in a training work assignment. Employees shall have all training work assignments explained to them fully.

18. HEADQUARTERS CLOSING

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

This section shall not apply when the County Executive closes the County offices for an entire day or any portion thereof as set forth in Section 26, Additional Leave Provision, below. In such situations, Section 26 will continue to be the operative section.

19. CLOTHING ISSUE AND ALLOWANCE

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

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

C. Effective the first full pay period beginning on or after July 1, 2012, the annual uniform maintenance allowance will be increased to six hundred dollars (\$600.00) for Security Officers.

D. Uniforms will be provided for the Mail Courier, as well as a six hundred dollar (\$600.00) annual uniform allowance. These allowances will be paid in a single payment in July of each year.

20. ANNUAL LEAVE

A. A maximum of three hundred sixty (360) hours of accumulated annual leave earned beginning with the first pay period in the 1997 leave year (i.e., January 5, 1997) may be carried over from one leave year to the next by an employee (i.e., new annual leave) covered by this Salary Schedule.

B. An employee shall be allowed to carry over annual leave earned as of the last full pay period in leave year 1996 (i.e., old annual leave) even if such accumulated amount is in excess of the maximum allowed in Subsection A, above.

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

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

21. COMPENSATORY LEAVE/SICK LEAVE

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

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

22. SICK AND ANNUAL LEAVE DISPOSITION UPON SEPARATION

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

1. The employee may elect to retain all or any portion of the employee's sick and annual leave balances credited to the employee's leave record for the period of time equal to the employee's eligibility for reappointment as determined in accordance with Section 16-148(a)(8);

2. The employee may elect to apply all or any portion of the employee's sick and annual leave balances to employment elsewhere, provided another employer has agreed to accept accumulated sick or annual leave balances for credit on behalf of the employee;

3. The employee may elect to receive cash payment for all or any portion of the employee's annual leave balance in an amount equal to the total number of unused annual leave hours multiplied by the employee's final base hourly rate of pay, subject to the following:

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

4. For all or any portion of the employee's sick leave balance earned as of the end of the last full pay period of the 1996 leave year, the employee may elect to receive as 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 the 1997 leave year is not subject to cash payment to the employee upon separation.

5. For individuals who participate in the MSRS plan, sick leave earned beginning with the first pay period in the 1997 leave year (i.e. new sick leave) is not subject to cash payment but may be used to purchase MSRS pension credit at the applicable rate. In addition, any old sick leave cashed out under paragraph 4 may be used to purchase MSRS pension credit at the applicable rate.

6. Notwithstanding any provision in this Section to the contrary, an employee who is involuntarily separated from employment with the County for disciplinary reasons is not entitled to any payment for unused sick leave.

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 and who is not eligible for a disability retirement shall forfeit any sick leave hours accumulated at the time of the employee's separation.

23. PERSONAL LEAVE

Twenty-four (24) hours of paid personal leave per wage reporting year -- including the four (4) hours granted in lieu of General Election Day -- shall be granted to each employee eligible for annual leave. Personal leave shall be requested and approved in advance of use. There shall be no accumulation of personal leave days, and unused personal leave shall be forfeited at the end of the leave year or upon termination of employment.

24. DISCRETIONARY LEAVE

Employees covered by this Salary Schedule with three (3) or more years of service with the Office of the Sheriff shall be eligible for eight (8) hours of discretionary leave per wage reporting year plus an additional eight (8) hours of discretionary leave (for a total of sixteen (16) hours) after seven (7) years of service. Eight (8) additional hours of discretionary leave (for a total of twenty-four (24) hours) will be granted after ten (10) years of service. Discretionary leave may be taken in increments of four (4) hours, must be requested and approved in advance, and unused discretionary leave cannot be carried over from one year to the next.

25. PRESIDENTIAL AND UNION BUSINESS LEAVE

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

B. The County will provide two hundred fifty (250) hours of union business leave per fiscal year covered by this Salary Schedule for attendance at workshops, conventions, conferences and

seminars. No union business leave will be granted pursuant to this section when the two hundred fifty (250) hours have been used up during a fiscal year, and any unused balance of the two hundred fifty (250) hours of union business leave at the close of the fiscal year may not be carried forward for use during the next fiscal year. All requests for union business leave pursuant to this provision are subject to the approval of the Sheriff or the Sheriff's designee. The parties agree that the DSA will not request union business leave under this section for business or activities that are detrimental to the Department.

C. The President of the DSA, or in his/her absence, their designee, shall be granted full-time release in accordance with the provisions set forth in the Collective Bargaining Agreement between the County and Deputy Sheriff's Association (Sworn Unit). The duties of the President, or his/her designee, include but are not limited to administration of the Civilian Collective Bargaining Agreement.

26. ADDITIONAL LEAVE PROVISION

A. When the County Executive closes the County offices for an entire day or any portion thereof, because of extreme inclement weather, other emergencies producing hazardous conditions, or for any other reason, essential employees covered by this Salary Schedule will report to their established work sites and will be paid straight-time wages for hours worked on their regular work shifts. In addition, such employees who work their full regularly scheduled shift during the twenty-four (24) hour period beginning at 6:00 a.m. of the day of the full or partial closing shall be entitled to receive one (1) hour of compensatory leave for each shift hour work (not to exceed twelve (12) hours per employee per twenty-four (24) hour period).

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 (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.

27. BLOOD DONATION LEAVE

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

28. DISABILITY LEAVE

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

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

29. 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) days will be administrative leave days and the other day will be charged to employee's accumulated sick leave, annual leave or leave without pay.

B. In the event of the death of an employee's stepchild, grandparent, grandchild, brother, 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.

30. VOTING LEAVE

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

31. MILITARY LEAVE

Any employee called up to active military service in response to the terrorist attacks on September 11, 2001, the resultant war on terrorism or other military action shall be eligible for the benefits set forth herein: Payment of a salary supplement equal to the difference between the employee's base rate of pay and the employee's base military rate of pay, without the exhaustion of the employee's annual, personal and compensatory leave balances. Eligibility for health care benefits to continue once the employee enters a leave without pay status with both the employer and employee contributions of the premium being paid by the County. These benefits shall expire on March 1, 2015.

32. LIFE INSURANCE

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

B. Effective July 1, 2001, in addition to any other life insurance or death benefit provided by the County, the County shall pay a death benefit of fifteen thousand dollars (\$15,000.00) upon the death of any employee covered by this Salary Schedule whose death results from an accidental personal injury arising out of and in the course of his/her employment.

33. WORKER'S COMPENSATION

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

34. UNEMPLOYMENT INSURANCE

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

35. SOCIAL SECURITY

A. The County is required to comply with the Federal Insurance Contribution Act (FICA) that provides for a federal system of old-age, survivors, disability (Social Security or OASDI), and hospital (Medicare or HI) insurance. Effective January 1, 2012, each employee paid in accordance with this salary schedule shall make contributions of 4.2% to the social security fund (FICA-OASDI) up to the wage base limit of one hundred ten thousand one hundred dollars (\$110,100.00); and 1.45% to the Medicare fund (FICA-HI) on all wages paid. Employee contributions shall be made through payroll deductions.

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

36. HEALTH INSURANCE

A. During Calendar Years 2013, 2014 and 2015, the County shall contribute seventy-three percent (73%) to the cost of the preferred provider option health insurance plan for any employee who elects to participate in the program. Participating employees shall contribute the remaining twenty-seven percent (27%).

B. During Calendar Years 2013, 2014 and 2015, the County shall contribute seventy-eight percent (78%) to the cost of a prepaid group health plan or Health Maintenance Organization (HMO) for any employee who elects to participate in the program. Participating employees shall contribute the remaining twenty-two percent (22%).

C. Employees who provide proof of other medical coverage may choose to receive a credit instead of enrolling in a medical plan with the County.

D. During Calendar Years 2013, 2014 and 2015, the County shall contribute eighty-eight percent (88%) to the County's deductible prescription and optical care programs for any employee covered by this Salary Schedule who elects to participate in either program. The participating employee shall contribute the remaining twelve percent (12%). Employees who choose not to enroll in the Prescription Drug Plan may choose to receive a credit instead.

E. Two dental plans are available to employees, the cost of which is paid by the employee if

the employee elects to enroll in either of the Plans.

F. Employees may choose to enroll in a Long-Term Disability Program offering fifty percent (50%) or sixty percent (60%) of annual salary up to normal social security retirement age. Employees will pay the full cost of whichever option is chosen.

G. Employees may contribute up to five thousand dollars (\$5,000.00) in a dependent flexible spending account and up to five thousand dollars (\$5,000.00) in a medical flexible spending account. Effective January 1, 2013, employees may contribute up to two thousand five-hundred dollars (\$2,500.00) in a medical flexible spending account.

H. Group Life Insurance under the Beneflex Program. The County shall pay one hundred percent (100%) of the monthly premium for County life insurance for each employee in the amount of two (2) times the employee's annual salary up to a maximum amount of one hundred fifty thousand dollars (\$150,000.00). Employees may choose to increase their life insurance from one (1) to four (4) times their annual salary up to a total of seven hundred fifty thousand dollars (\$750,000.00) including the base amount provided by the County. Employees will pay for the increased coverage at rates based on their age and amount of coverage. Employees may choose to reduce their life insurance to one (1) times their annual salary and receive a credit.

37. RETIREMENT CONTRIBUTIONS

A. Employees paid in accordance with this Salary Schedule and who are eligible for enrollment in the Maryland State Employees' Retirement Systems shall pay retirement contributions at the rate of five percent (5%) or seven percent (7%) of base salary, depending on plan option selected.

B. Effective January 1, 1980, current participants in the Employees' Retirement System may transfer to the Employees' Pension System, which is non-contributory up to the Social Security Wage Base.

C. All classified employees hired on or after January 1, 1980, must enroll in the Employees' Pension System.

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

38. SUPPLEMENTAL RETIREMENT BENEFIT

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

39. ADMINISTRATION OF EMPLOYEE LEAVE

The provisions governing the administration of all types of leave (holiday, annual, sick,

administrative, military, military leave without pay, disability, leave without pay, absence without leave, compensatory, personal, etc.) are specified in Division 17 of the Personnel Law and Administrative Procedure 284.

40. INCENTIVE AWARDS

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

41. PAY PLAN POLICY STATEMENT

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