

COUNTY COUNCIL OF PRINCE GEORGE'S COUNTY, MARYLAND

1997 Legislative Session

Bill No. _____ CB-1-1997

Chapter No. _____ 1

Proposed and Presented by _____ Chairman (by request - County Executive)

Introduced by _____ Council Members Wilson and Scott

Co-Sponsors

Date of Introduction _____ February 18, 1997

BILL

AN ACT concerning

Collective Bargaining Agreement - Deputy Sheriff's

Association of Prince George's County, Inc.

For the purpose of amending the labor agreement by and between Prince George's County and the Deputy Sheriff's Association of Prince George's County, Inc., to provide for wages and certain other terms and conditions of employment for personnel classifications certified by the Prince George's County Public Employee Relations Board.

BY repealing and reenacting with amendments:

SUBTITLE 16. PERSONNEL.

Section 16-233(f)(14),

The Prince George's County Code

(1995 Edition).

SECTION 1. BE IT ENACTED by the County Council of Prince George's County, Maryland, that Section 16-233(f)(14) of the Prince George's County Code be and the same is hereby repealed and reenacted with the following amendments: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. General.

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

(14) Declaration of Approval - Deputy Sheriff's Association of Prince George's County, Inc.

(Deputy Sheriffs).

The County Council of Prince George's County, Maryland, having fully considered the labor agreement between Prince George's County and the Deputy Sheriff's Association of Prince George's County, Inc., on [September 21, 1995] November 25, 1996, 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 on forty-five (45) calendar days after it becomes law and that the agreement shall be retroactively effective to July 1, 1996.

Adopted this 11th day of March, 1997.

COUNTY COUNCIL OF PRINCE
GEORGE'S COUNTY, MARYLAND

BY:

Dorothy F. Bailey
Chair

ATTEST:

Joyce T. Sweeney
Clerk of the Council

APPROVED:

DATE: _____

BY:

Wayne K. Curry
County Executive

KEY:

Underscoring indicates language added to existing law.

[Brackets] indicate language deleted from existing law.

Asterisks *** indicate intervening existing Code provisions that remain unchanged.

AGREEMENT
BETWEEN
PRINCE GEORGE'S COUNTY, MARYLAND
AND
DEPUTY SHERIFF'S ASSOCIATION OF
PRINCE GEORGE'S COUNTY, INC.
(DEPUTY SHERIFFS)

JULY 1, 1996 - JUNE 30, 1997

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PREAMBLE AND SCOPE

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

ARTICLE 1 -- RECOGNITION

For purposes of subjects within the scope of this Agreement, the County recognizes the DSA as the sole and exclusive bargaining agent of the employees of the Office of the Sheriff of Prince George's County, Maryland for which it is certified by the Prince George's County Public Employee Relations Board, to wit:

Unit - Full-time Deputy Sheriffs through the rank of Lieutenant.

ARTICLE 2 -- BASE SALARY RATE

Section 2.01 Wages.

A. Cost of Living Adjustment

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

B. Merit Increases

Employees covered by this Agreement who would otherwise be entitled to receive a merit step (anniversary) increase during the period from July 1, 1996 through June 30, 1997 will not receive one.

Section 2.02 Wage Scale.

The Uniform Wage Scale is described in Attachment A, attached hereto.

ARTICLE 3 -- SPECIAL SALARY RATES

Section 3.01 Callback Pay.

An employee who is called back to work from off-duty and does in fact perform duties on behalf of the Prince George's County Office of the Sheriff during his/her normal off-duty hours shall be paid for a minimum of three (3) hours at one and one-half (1 1/2) times his/her regular

rate of pay. This provision shall not apply to administrative hearings or disciplinary procedures.

Section 3.02.01 Holiday Observance.

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

Section 3.02.02 Holiday Pay.

Eligible employees shall receive straight-time pay for each of the designated holidays on which they perform no work.

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) but 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. This provision shall become effective on September 1, 1996.

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 worked.

Section 3.02.03 Special Pay Provision: Police Memorial Day.

Notwithstanding Section 3.02.02, above, beginning in FY94, employees covered by this Agreement who work on Police Memorial Day (i.e., May 15 of each year) will receive one and one-half (1 1/2) hours compensatory time for each hour worked (except overtime) in addition to their regular pay. Those employees who are not scheduled to work and perform no work on Police Memorial Day will receive another day off.

Section 3.03.01 Overtime Eligibility.

All full-time employees shall be eligible for overtime pay, provided, however, that employees in the Civil Process Section shall only be eligible for overtime pay on their assigned duty days when their supervisor directs the performance of specific tasks which requires work beyond the assigned duty day hours.

If employees in the Civil Process Section are assigned to regular shift work, they shall be eligible for overtime in the same manner as other employees.

Section 3.03.02 Computation of Overtime.

When an employee works more than eighty (80) hours in a pay period pursuant to the

direction of his/her supervisor, said employee shall receive overtime pay at one and one-half (1 1/2) times his/her hourly base rate for all hours worked in excess of eighty (80) hours in said pay period. As an alternative, at the request of the employee and with the approval of the County, the employee may earn compensatory leave at the rate of one and one-half (1 1/2) hours for each hour worked.

Section 3.03.03 Pyramiding.

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

Section 3.04 Shift Differential.

A shift differential of one dollar seventy-five cents (\$1.75) 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.

A shift differential of one dollar forty cents (\$1.40) 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.

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.

Any employee who works the second (2nd) shift (i.e., the day shift) shall not be entitled to a shift differential.

Any employee assigned to the Civil Process Section shall not be entitled to a shift differential except on assigned duty days.

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 (3rd) and first (1st) shifts, the higher differential rate shall apply for the entire number of hours worked.

Section 3.05 Acting Pay.

When an employee below the rank of Captain is directed to assume, and does in fact assume, the duties of a Sergeant (or higher rank) 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 which is equivalent to a two-step increase or the minimum necessary to place the employee at the entry level rate of the higher rank, 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 rank equal to that position, or by a superior authority. 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.

Section 3.06 Court Time Compensation.

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

Section 3.07 Standby Pay.

A deputy sheriff who is directed by management to standby during the deputy sheriff's off-duty hours during the period from 12:01 a.m. on Monday through 12:00 midnight on Friday and who does standby as directed shall receive one (1) hour of pay at the straight-time rate for every sixteen (16) hours the deputy stands by, provided, however, a deputy who is called back to active duty while on standby shall receive no standby pay for up to a sixteen (16) hour period of time that the employee was on standby.

A deputy sheriff who is directed by management to standby during the deputy sheriff's off-duty hours during the period from 12:01 a.m. on Saturday through 12:00 midnight on Sunday and who does standby as directed shall receive one (1) hour of pay at the straight-time rate for every eight (8) hours the deputy stands by, provided, however, a deputy who is called back to active duty while on standby shall receive no standby pay for up to a sixteen (16) hour period of time that the employee was on standby.

A deputy sheriff who is on extradition overnight for one (1) or more nights shall receive standby pay of four (4) hours of compensatory leave for the first (1st) night only.

The parties agree that the employees covered by this agreement who received grants of sick leave in settlement of their grievances over the application of the Standby Pay provision in 1994 will have their sick leave accrued through the 1996 leave year increased in the amount of fifteen percent of the amount of sick leave the individual employee received as a result of the grievance settlement.

Section 3.08 Additional Leave Provision.

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 receive one hour of compensatory leave for each shift hour worked (not to exceed 12 hours per employee per twenty -four hour period).

If the employee is directed by the Employer to work any number of hours over and above the employee's regularly scheduled work shift during the aforementioned twenty-four (24) hour period, the employee shall not be entitled to any additional grant of compensatory leave by virtue of the full or partial closing. Rather, the appropriate premium rate, if any, shall apply to such hours.

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

The parties further agree to form a Joint Study Committee comprised of representatives of the DSA, the Office of the Sheriff and the Office of Personnel and Labor Relations for the purpose of studying the feasibility of extending this provision to employees who work on weekends and holidays. The Committee will issue a report by December 15, 1996.

ARTICLE 4 -- FRINGE BENEFITS

Section 4.01 Clothing Issue.

New employees shall receive an original uniform issue of appropriate clothing and leather goods. Upon assignment to any special unit requiring a uniform different from the original uniform referenced above, a special issuance of clothing required for that assignment will be made.

The initial issue of uniform items required because of an official change in uniform directed by the Office of the Sheriff will also be provided. All other responsibilities for uniform procurement and upkeep are the employee's, including the responsibility for replacing worn or ill-fitting uniform items.

Section 4.02 Clothing Allowance.

- A. Employees covered by this Agreement shall receive a clothing allowance of five hundred fifty dollars (\$550.00) per fiscal year for the procurement, care and upkeep of clothing and leather goods. This clothing allowance is not considered part of the employee's base pay, and will be paid in two (2) equal installments in December and June of each fiscal year covered by this Agreement.
- B. If an employee arrives or leaves during the fiscal year, his/her allowance shall be prorated.

Section 4.03 Annual Leave.

- A. A maximum of three hundred sixty (360) hours of accumulated annual leave earned beginning with the first pay period in the 1997 leave year (i.e., January 5, 1997) may be carried over from one leave year to the next by an employee. (i.e., new annual leave).
- B. An employee shall be allowed to carry over annual leave earned as of the last full pay period in leave year 1996 (i.e., old annual leave) even if such accumulated amount is in excess of the maximum allowed in Subsection A., above.
- C. Effective beginning with the 1997 leave year, employees who are over the three hundred sixty (360) hours limit at the end of that leave year will be able to convert any annual leave in excess of three hundred sixty (360) hours to new sick leave.
- D. When taking annual leave, employees covered by this Agreement must use compensatory time they have accumulated prior to using annual leave.

Section 4.04 Sick and Annual Leave Disposition Upon Separation.

Effective beginning with the 1997 leave year (i.e. January 5, 1997), the annual and sick leave balances accumulated by an employee shall, upon the employee's separation from employment, 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 have elected to participate in the new comprehensive pension plan 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 for up to 360 hours of accumulated annual leave, whichever is greater.

Any remaining amount would be applied toward retirement credit in the comprehensive plan even if the result is a benefit exceeding the maximum benefit allowed under the plan..

- B. Upon separation from employment, employees who have elected to remain with the Maryland State Retirement Systems (MSRS) and the County Supplemental may elect to receive a cash payment for the remainder of their annual leave hours that were accumulated as of the end of the 1996 leave year OR up to 360 hours of accumulated annual leave, whichever is greater. Any remaining amount would be converted to sick leave and could be applied to purchase MSRS pension credit at the applicable rate.
4. Upon separation from employment for non-disciplinary reasons, eligible employees will receive cash payment for unused sick leave accumulated as of the end of the 1996 leave year at 2.5% for each year of service (through the date of separation) up to 30 years at the employee's base hourly rate of pay as of January 1, 1997. However, if a Deputy Sheriff with less than twenty (20) years of actual service terminates employment as a result of death or disability, he/she shall receive a 50% cashout of unused accumulated sick leave as of the end of the 1996 leave year.
 5. For individuals who chose to participate in the new comprehensive pension system, sick leave earned beginning with the 1997 leave year (i.e., new sick leave) is not subject to cash payment upon separation, but is available to purchase retirement credit under the comprehensive pension system even if the result is a benefit exceeding the maximum benefit allowed under the plan.
 6. For individuals who chose to remain in the MSRS plan and the County Supplemental, 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.
 7. 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.

Section 4.05 Personal Leave.

Two (2) paid personal leave days per wage reporting year shall be granted to each employee eligible for annual leave. A personal leave day shall be requested and approved in advance of use. There shall be no accumulation of personal leave days, and unused personal leave shall be forfeited at the end of the leave year or upon termination of employment.

Section 4.06 Family and Medical Leave.

Employees covered by this Agreement are entitled to family and medical leave in accordance with the Personnel Law. (See Personnel Law Section 16- 225.02)

Section 4.07 Discretionary Leave.

Beginning with the 1994 wage reporting year, employees covered by this Agreement with five (5) or more years of service shall be eligible for one (1) day of discretionary leave per wage reporting year. Discretionary leave may not be taken in increments, must be requested and approved in advance, and unused discretionary leave cannot be carried over from one year to the next.

Section 4.08 Disability Leave.

The Department will designate a member of management to make injury on the job determinations. Specifically, where an employee claims injury on the job and is unable to work, management will review the claim as soon as possible but not later than ten (10) working days after the claim was made. In cases where injury on the job is clearly indicated, the employee will be placed on disability leave immediately. Where the illness or injury subsequently is determined to be non-service connected or of such a nature as not to require the employee to remain off of work, the employee will be returned to work but not backcharged sick or annual leave for the period of time the employee was on disability leave. In cases where injury on the job is not clearly indicated, the process outlined in Administrative Procedure 284 (Administration of Employee Leave) will be followed.

For good cause shown, the Personnel Officer may grant up to two (2) additional ninety (90) day periods of disability leave to a deputy sheriff who has petitioned the Sheriff and has received the Sheriff's recommendation for additional leave.

Section 4.09 TEC Pay.

Deputy Sheriffs who are regularly and permanently assigned as members and alternates of the SST (not to exceed a total of fifteen (15)) and as canine handlers (not to exceed a total of two (2)), shall receive a supplemental payment of six hundred dollars (\$600) per fiscal year. Payment shall be made in two (2) equal installments in December and June of each fiscal year and shall not be considered as part of the employee's base wage for purposes of computation of overtime, retirement, or any other purposes. Qualifying deputies shall be those assigned to the units referenced above as of the first day of the month in which the payments are to be made. Deputies simultaneously assigned to more than one unit referenced above shall receive only one (1) supplemental payment in accordance with this provision.

Section 4.010 Presidential and Union Business Leave.

Subject to the conditions set forth herein, the President of the DSA and employees covered by this Agreement may be granted at the request of the DSA administrative leave for official DSA business for the purpose of attending workshops, conventions, conferences and seminars, and the DSA President, or his designee, will be granted administrative leave for the administration of this Agreement and for conducting DSA business. Where leave is requested for employees covered

by this Agreement 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.

The County will provide one thousand (1,000) hours of administrative leave per fiscal year covered by this Agreement for attendance at workshops, conventions, conferences and seminars. No administrative leave will be granted pursuant to this Section when the one thousand (1,000) hours has been used up during a fiscal year, and any unused balance of the one thousand (1,000) hours of administrative leave at the close of the fiscal year may not be carried forward for use during the next fiscal year. All requests for administrative 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 administrative leave under this Section for business or activities that are detrimental to the Department.

Section 4.11.01 Supplemental Life Insurance.

Employees covered by this Agreement are provided with a supplemental life insurance benefit equal to fifty (50) times the employee's monthly salary up to a maximum of two hundred thousand dollars (\$200,000). The supplemental life insurance benefit provided under this provision shall continue as long as the employee is actively employed.

Section 4.11.02 Accidental Life Insurance.

The accidental death insurance policy the County maintains for employees covered by this Agreement shall be payable in the amount of fifty thousand dollars (\$50,000) to an employee's designated beneficiary should the employee be killed in the line of duty.

Section 4.11.03 Life Insurance for Retirees.

For Deputy Sheriffs who retire on or after July 1, 1995, the County provided life insurance benefits of up to \$100,000 will not be reduced until the retiree attains age sixty (60). At that time the retiree's total life insurance benefit shall be reduced by fifteen percent (15%) of the original face value per year, to a residual of twenty five percent (25%) by reducing the life insurance benefit by fifteen percent (15%) on the first day of the calendar month or next following the date of the retiree's attainment of age sixty (60). On each of the next four (4) anniversaries, the retiree's insurance benefit will be reduced by the same dollar amount.

Section 4.12 Health Insurance Premiums.

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

2. For those employees who elect to enroll in a prepaid health plan or Health Maintenance Organization (HMO), their contribution shall be twenty percent (20%).

3. Effective July 1, 1994, the County shall contribute ninety percent (90%) to the County deductible prescription program for any retiree who elects to participate in the program. The participating retiree shall contribute the remaining ten percent (10%).

The County has agreed to extend this provision regarding contributions to the County's deductible prescription program to current retirees and to the election of benefits for current retirees during FY96 open enrollment with the express understanding and agreement of the parties that the County has not waived any rights it has with regard to whether matters affecting retirees constitute mandatory subjects of bargaining.

The parties agree to establish a Joint Study Committee comprised of representatives of the DSA and the Officer of Personnel and Labor Relations to study the subject of whether it is feasible to provide reduced insurance rates for employees covered by this agreement based on participation in a voluntary FIT/WEALTH program. The Joint Study Committee shall issue a report with advisory recommendations by December 15, 1996, unless the parties mutually agree to extend said date.

ARTICLE 5 -- SUPPLEMENTAL RETIREMENT BENEFIT

Section 5.01 Benefit Accrual and Amounts.

Effective June 30, 1985, employees covered by this Agreement shall commence participation in a supplemental retirement benefit program, jointly funded through County and employee contributions. The rate of accrual and amount of the benefit payable under this program is determined as follows:

1. Benefit accrual is at the rate of 0.4% times the number of years of actual and continuous service the employee has as a full-time Prince George's County Deputy Sheriff, 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 Section 5.05.
2. Pursuant to Subparagraph 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 Section 5.05.

Section 5.02 Vesting.

A. Minimum Continuous Service Requirements

No employee covered by this Agreement shall be entitled to any benefit described in this

Article 6 until the employee has completed a minimum of five (5) years of actual and continuous service as a Deputy Sheriff for Prince George's County.

B. Vested Benefit

An employee completing the minimum continuous service requirements of Subsection A., above, shall be entitled to receive a monthly benefit as determined pursuant to Section 5.01.

Section 5.03 Benefit Payment.

The benefit accrued by an employee under either Section 5.01 or Section 5.02, above, shall not be payable until retirement at the earliest of the following:

1. The date on which the employee reaches twenty-five (25) years of actual and continuous service;
2. The date the employee would have reached twenty-five (25) years of actual and continuous service had the employee not separated from service as a deputy sheriff for Prince George's County;
3. The date the employee reaches age fifty-five (55) and fifteen (15) years of service; or,
4. The date the employee reaches age sixty-two (62) and five (5) years of service.

Section 5.04 Funding.

The cost of funding the supplemental retirement benefit described in this Article 5 will be shared by the employee and the County through regular contributions each pay period. The County shall contribute seventy-five (75%) of the total cost of providing the employee's benefit, and the employee shall contribute, through payroll deduction, the remaining twenty-five percent (25%).

Effective July 1, 1995, the employee contribution will be increased by an amount equal to one and one-half percent (1 1/2%) of the employee's annual salary and the employer contribution will be decreased accordingly.

Section 5.05 Definitions.

- A. Actual Service means service while employed as a Deputy Sheriff of Prince George's County.

Actual Service shall also mean the service indicated for employees covered by this Agreement who are identified in the May 4, 1984 Memorandum of Understanding between the parties.

- B. Average Annual Compensation 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.
- C. Compensation means the basic compensation actually received by an employee for service rendered as a Deputy Sheriff for Prince George's County, excluding any overtime or other premium pay, bonuses or other additional compensation.
- D. Continuous Service means the most recent unbroken period of employment as a Deputy Sheriff for Prince George's County. Continuous Service shall also include the service indicated for employees covered by this Agreement who are identified in the May 4, 1984 Memorandum of Understanding between the parties.
Section 5.06 Pension Plan Modifications Effective July 1, 1989.

Effective July 1, 1989, the benefit accrual rate in Subparagraph 5.01(1), above, shall be increased to 0.6% and the maximum benefit payable under Subparagraph 5.01(2), above, shall be increased to fifteen percent (15%).

Section 5.07 Hold Harmless for Supplemental Retirement and Leave Payout.

- A. FY92 COLA. For any employee covered by this Agreement who retires after July 1, 1991, "Average Annual Compensation" as that term is defined in Section 5.05 (Definitions), above, will be calculated as if the employee had received the seven percent (7%) cost of living increase set forth under Article 2 (Base Salary Rate), paragraph C. (FY92) of the predecessor agreement and scheduled to become effective during the first full pay period beginning on or after July 1, 1991 and the wage scale adjustment included in Schedule W, Uniform Wage Scale, effective July 14, 1991, contained in Attachment A of the predecessor Agreement. This salary shall also be applicable for calculating any leave payouts due upon retirement during this period of time.
- B. FY94 Merit. For any employee covered by this Agreement who retires after July 1, 1993, "Average Annual Compensation" as that term is defined in Section 5.05. (Definitions), above, will be calculated as if the employee had received any step increase the employee would otherwise have received during the first year of this Agreement but for the deferral of such step increase. This salary shall also be applicable for calculating any leave payouts due upon retirement during this period of time.
- C. FY96/FY97 Merit. For any employee covered by this Agreement who retires during the period from July 1, 1996 through June 30, 1997, "Average Annual Compensation" as that term is defined in Section 5.05. (Definitions), above, will be calculated as if the employee had received the first step increase, if any, the employee would otherwise have been eligible to receive during the period covering FY96 and FY97 but for the deferral of such step increases in those years.

Section 5.08 Supplemental Retirement Benefit Plan Modifications Effective July 1, 1992.

Effective July 1, 1992, increase the supplemental retirement benefit accrual rate from 0.6% to 0.8% per year with normal retirement after twenty-five (25) years of service at a benefit of twenty percent (20%). However, an employee with twenty-five (25) years of service may accrue up to five (5) more years of service (for a total of thirty (30)) at a benefit accrual rate of one percent (1%) per year for a total maximum benefit of twenty-five percent (25%).

Section 5.09 Disability Benefits.

The Supplemental Pension Plan will be revised at no cost to the General Fund to provide a disability benefit payable to retirees on a non- service or service connected disability pension from the State. The Supplemental Pension Plan disability payment will be equal to the employee's accrued benefit under the plan as of his or her disability retirement date.

Section 5.10 Deputy Sheriff Pension Plan.

A. Establishment of the Plan

Employees covered by this Agreement may elect to commence participation in the Deputy Sheriff Pension Plan (the Plan) (established by amending the Supplemental Retirement Benefit Plan) in lieu of participating in the Maryland State Retirement or Pension Systems and the Supplemental Retirement Benefit Plan described in Sections 5.01 through 5.08, above. The Plan will be implemented on July 1, 1996. Establishment of the Plan is contingent on approval of the Plan by the County Council and the State, on the transfer of the appropriate assets from the State Retirement/Pension Systems to the County and is also contingent on IRS tax qualification.

B. Benefit Accrual and Amounts

1. Normal Benefit - 50% Retirement at 25 Years of Service

Normal Benefit accrual is at the rate of two percent (2%) times the number of years of actual and continuous service the employee has completed as a full-time Prince George's County Deputy Sheriff, 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 Section 5.10.F., below. Additional benefit accrual may be earned for years twenty-six (26) through (30) at the increased accrual rate of two and two-tenths percent (2.2%) per year. The maximum benefit payable is 61%.

2. Disability Benefit

a. Job Related

The benefit for a job related disability is fifty percent (50%) of the employee's

average annual compensation, as determined pursuant to Section 5.10.F., below.

b. Non-Job Related

The benefit for a non-job related disability is equal to a benefit calculated on the regular service formula for a normal benefit pursuant to Section 5.10.B.1., above, but will not be less than twenty-five percent (25%) of the employee's average annual compensation, as determined pursuant to Section 5.10.F., below. To be eligible for the benefit, the employee must have completed five (5) years of actual and continuous service as a Prince George's County Deputy Sheriff.

3. Death Benefit

Upon the death of a Plan participant, one of the following benefits will be payable, as appropriate:

- a. Prior to retirement and prior to the participant's normal retirement date, the participant's surviving spouse will receive the participant's contributions to the Plan with interest.
- b. Prior to retirement and after the participant's normal retirement date, the participant's surviving spouse shall receive a pension equal to fifty percent (50%) of the actuarially reduced pension the participant would have received [if] he/she retired the day before his/her death and elected a joint and survivor annuity.
- c. After retirement, the participant may elect a joint and survivor benefit (actuarially reduced for his/her surviving spouse) or the payment of any of the participant's remaining contributions plus interest to the participant's designated beneficiary.

4. Cost Of Living Increases

- a. In January of each year, beginning in January, 1998, two-thirds (2/3) of the total investment returns (on a market value basis excluding any investment expenses incurred but including realized and unrealized capital gains and losses, as well as interest and dividends) in excess of the interest assumption for the previous plan year will be transferred to a "post-retirement increase fund."
- b. On January 31 of each year, beginning on January 31, 1998, every retiree and every Contingent Annuitant will receive a permanent increase in his or her retirement benefit as calculated in paragraph 4.c., below.

- c. The permanent increase will be determined by actuarially calculating the lifetime benefit that can be provided each eligible retiree and every Contingent Annuitant from the post-retirement increase fund, determined pursuant to paragraph 4.a., above, provided:
 - 1. Each eligible retiree and every Contingent Annuitant will receive the same dollar amount.
 - 2. The maximum increase provided shall not exceed one hundred dollars (\$100.00) per month.
 - 3. No increase shall be provided if the amount in the post-retirement increase fund is not sufficient to provide at least a ten dollar (\$10) benefit increase.
- d. Any amount in the "post-retirement increase fund" described in paragraph 4.a. in excess of the amount necessary to fund the maximum permanent retirement increase described in paragraph 4.c.2. or less than an amount necessary to provide the minimum benefit described in paragraph 4.c.3. will be transferred (returned) to the general pension fund assets.
- e. The phrase "actuarially calculating the lifetime benefit" in subparagraph 4.c., above, means that the Plan's actuary will include an assumption that the pool of assets that has been determined to be available for COL purposes, if any, will earn interest at the same rate of return that is assumed for the Pension Fund itself. Also, any negative performance of the Pension Fund (the percentage by which actual returns fall short of the interest assumption) will be carried forward to successive calculations under this procedure until totally absorbed by future positive earnings.

C. Vesting

1. Minimum Continuous Service Requirements

No employee covered by this Agreement shall be entitled to a normal benefit provided by the Plan until the employee has completed a minimum of five (5) years of actual and continuous service as a Deputy Sheriff for Prince George's County.

2. Vested Benefit

An employee completing the minimum continuous service requirements of Subsection 1. above shall be entitled to receive a monthly benefit as determined pursuant to Section 5.10.B.1.

D. Benefit Payment

The benefit accrued by an employee under either Section 5.10.B.1. or 8.C., above, shall not be payable until the latest of the following:

- 1) the date on which the employee reaches either twenty-five (25) years of actual and continuous service or age fifty-five (55) with five years service (vested), whichever occurs earlier; or,
- 2) the date on which the employee either reaches age fifty-five (55) with five (5) years service (vested) or would have reached twenty-five (25) years of actual and continuous service had the employee not separated from service as a Deputy Sheriff for Prince George's County, whichever occurs earlier; or,
- 3) the date on which the employee actually separates from employment as a Deputy Sheriff for Prince George's County.

E. Funding

The cost of funding the Plan will be shared by the employee and the County through regular contributions each pay period. The County shall contribute seventy-five percent (75%) of the total cost of providing the employee's benefit, and the employee shall contribute, through payroll deduction, the remaining twenty-five percent (25%). In addition, effective July 1, 1996 the employee contribution for employees hired before July 1, 1996 will be increased by an amount equal to two percent (2%) of the employee's annual salary and the employer contribution will be decreased accordingly; the employee contribution for employees hired on or after July 1, 1996 will be increased by an amount equal to three percent (3%) of the employee's annual salary and the employer contribution will be decreased accordingly.

F. Purchase of Service with Accrued Leave

Effective July 1, 1995, The Deputy Sheriff's new pension plan will be modified to provide the purchase of one month additional creditable service with accrued leave: either 40 hours of annual leave or 80 hours of sick leave.

G. Definitions

1. Actual Service means service while employed as a Deputy Sheriff of Prince George's County.

Actual Service shall also mean the service indicated for employees covered by this Agreement who are identified [in] the May 4, 1984 Memorandum of Understanding executed between the parties pursuant to Section 5.05A, above.

A Deputy's years of service will be determined by the greater of County credited

service, described in the two paragraphs immediately above, or the deputy's credited service under the State Retirement/Pension Plans, provided, however, that use of credited service under the State Retirement/Pension[s] Plans is contingent on the transfer of assets from previous employer(s) and employee contributions, if applicable, for each year counted.

2. Average Annual Compensation means an amount computed by dividing by two (2) the compensation actually received by an employee during whatever period of twenty-four (24) consecutive months of continuous service will provide the largest total compensation for any such period.
3. Compensation means the basic compensation actually received by an employee for service rendered as a Deputy Sheriff for Prince George's County, excluding any overtime or other premium pay, bonuses or other additional compensation.
4. Continuous Service means the most recent unbroken period of employment as a Deputy Sheriff for Prince George's County. Continuous Service shall also include the service indicated for employees covered by this Agreement who are identified in the May 4, 1984 Memorandum of Understanding between the parties pursuant to Section 5.05.D., above, and any additional service credited under the State Retirement/Pension Plans pursuant to paragraph G.1., above.

H. Joint Study Committee

A Joint Study Committee comprised of representatives of the Union and the County will study and make recommendations concerning certain pension matters, including, but not limited to, military service credit, benefit accrual rate, and a cost of living adjustment for the supplemental plan. The committee will meet at least monthly -- and more frequently if necessary -- with a representative of the County's Pension and Benefits Division, to monitor the implementation of the new Deputy Sheriff Pension Plan scheduled to commence on July 1, 1996.

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

Section 5.11 (IRS Pickup Plan)

The County shall pick up, within the meaning of Section 414(h) (2) of the Internal Revenue Code, the employee contributions required by Section 5.04 (Funding) and Section 5.10, F. (Funding) hereof. Such amounts:

- (1) 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;
- (2) shall reduce the taxable compensation of the employee in an amount that equals the employee contributions picked up by the County;
- (3) shall be paid by the County from the same source of funds that is used to pay compensation to the employee;
- (4) shall, for all other purposes, be treated in the same manner and to the same extent as employee contributions made before establishment of the pickup plan.

Employees shall not be entitled to receive such amounts directly in lieu of having such amounts picked up by the County. This pickup plan becomes effective for pay periods beginning on or after its approval by the County Executive and the County Council. The County shall apply to the Internal Revenue Service for a private letter ruling with respect to the pickup plan, but neither the application nor the receipt of such a ruling are prerequisites to the implementation of the pickup plan.

ARTICLE 6 -- COOPERATION

Section 6.01 Labor-Management Committee.

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

Section 6.02 FIT Program Joint Study Committee.

A joint Labor-Management Committee will be established to examine the feasibility of a fitness/wellness program. Committee recommendations will be made to the Sheriff for review, comment and forwarding to the Chief Administrative Officer. The Chief Administrative Officer will have the discretion to accept the recommendations, reject the recommendations, or accept them with modifications.

ARTICLE 7 -- GRIEVANCE PROCEDURE

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

Step 1. When an employee subject to the provisions of this Agreement feels he/she is aggrieved by a violation of this Agreement, he/she, through the DSA President, within seven (7) working days after the occurrence of the violation, shall file with the Office of the Sheriff a written notice of the grievance. The written notice must set forth relevant information concerning the alleged grievance, including a short description thereof, the date on which the grievance occurred, and the provision(s) of the Agreement alleged to have been violated.

Upon receipt of a grievance, the Office of the Sheriff will conduct an investigation of the grievance. The Office of the Sheriff may take up to thirty (30) working days to complete its investigation, unless there are five (5) or more grievances pending at Step 1 at any one time. In such cases, the thirty (30) working day time limit as provided above will not apply to those grievances and individual time limits will be agreed upon by the DSA and the Office of the Sheriff. Following the investigation, the aggrieved employee, the President of the DSA, and a representative of the Office of the Sheriff will meet at a mutually agreeable time and endeavor to adjust the matter. The Office of the Sheriff will provide the DSA with a written response to the grievance not later than seven (7) working days following the meeting. If the parties fail to resolve the matter at this Step 1, the grieving party may, within five (5) working days thereafter, pursue Step 2 of the grievance procedure. Time limits as provided for herein may be extended by mutual agreement of the parties.

Step 2. If the grievance shall have been submitted but not adjusted under Step 1, either the DSA President or the County may request in writing, within seven (7) working days after the grievance has been denied at Step 1, that the grievance be submitted to an arbitrator mutually agreed upon by them. In the event that the parties are unable to agree on an arbitrator, the DSA and the County shall request the American Arbitration Association to provide them with a list of arbitrators from which an arbitrator shall be selected. The rules of the American Arbitration Association shall govern the conduct of the arbitration hearing. The decision of the arbitrator shall be specifically limited to the matter submitted to him. He shall have no authority in any manner to amend, alter or change any provision of this Agreement. The decision of the arbitrator shall be final, binding and conclusive on the County, the DSA and the employee involved. The fees and expenses of the arbitrator shall be borne by the losing party.

ARTICLE 8 -- PUBLICATION OF AGREEMENT

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

ARTICLE 9 -- CONSIDERATION FOR POLICE OFFICER VACANCIES

In the event any employee covered by this Agreement is separated from employment as a result of a reduction-in-force, upon the employee's request, he/she will be given preference, pursuant to Section 16-148 of the Personnel Law, for police officer openings in the Police Department which occur during one year following separation.

ARTICLE 10 -- SAVINGS CLAUSE

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

If during Fiscal Year 1997, any County employee covered by a collective bargaining agreement receives (a) a merit increase, (b) a COLA or other similar increase in his/her base hourly rate of pay and/or (c) a reduction in the employee pension contribution rate, then such merit increase, COLA increase or pension contribution reduction shall apply on the same date(s) to all employees covered by this agreement.

ARTICLE 11 -- DURATION

This Agreement shall become effective on July 1, 1996, unless otherwise stated in specific sections, and shall remain in full force and effect until June 30, 1997.

This Agreement shall be automatically renewed from year to year after June 30, 1997 unless either party shall notify the other in writing no later than October 1, 1996 (or October 1st of any subsequent year thereafter in the case of an automatic renewal) that it desires to terminate, modify or amend this Agreement.

Signed on this _____ day of _____, 1996, in Upper Marlboro, Prince George's County, Maryland.

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

PRINCE GEORGE'S COUNTY, MARYLAND

Patrick J. Carmody
President

Wayne K. Curry
County Executive

ATTACHMENT A

UNIFORM WAGE SCALE

Effective July 2, 1989, the current modified "MIN-MAX" system in effect for all members of the bargaining unit will be replaced by the Uniform Wage Scale contained in this Attachment A and described below.

DESCRIPTION OF THE UNIFORM WAGE SCALE

For each rank of deputy sheriff in the bargaining unit, there is established a pay grade containing fifteen (15) pay rates (steps) ranging from Step 0 through Step 14: Deputy Sheriff Private - W21; Deputy Sheriff First Class - W22; Deputy Sheriff Corporal - W24; Deputy Sheriff Sergeant - W25; and, Deputy Sheriff Lieutenant - W27. The percentage values of the intervals between steps are three and one-half percent (3.5%) from Step 0 through Step 11 and three percent (3%) for the three (3) remaining intervals from Step 11 through Step 14.

An employee will be eligible to advance to the next step for his/her rank on his/her anniversary date at the rate of one (1) step per year up to and including Step 12, provided that he/she receives at least a satisfactory performance evaluation for the preceding year. After reaching Step 12, an employee will be eligible to advance to Steps 13 and 14 after three (3) years of service at each step (that is, after having completed fifteen (15) and eighteen (18) years of service, respectively), provided that his/her performance for the applicable period has been evaluated as satisfactory.

Employees covered by this Agreement and hired before July 1, 1989 will keep the anniversary dates that they held on July 1, 1989 for as long as they are continuously employed. Employees hired on or after July 1, 1989 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.

Upon promotion to the rank of Deputy Sheriff First Class or Deputy Sheriff Corporal, an employee's salary rate shall be increased to that of the corresponding pay step for the promotional grade (that is, an increase equivalent to two (2) three and one-half percent (3.5%) steps). However, deputies promoted to the ranks of Deputy Sheriff First Class or Deputy Sheriff Corporal following the promotional cycles in the Spring, 1992 and 1993, will continue to receive the same rates of pay as they received in their former ranks (except for any subsequent cost of living and/or anniversary increases) until the first full pay period beginning on or after October 1, 1993. On that date, those deputies will be placed at the proper pay grades and steps for their rank. Upon promotion to the rank of Deputy Sheriff Sergeant or Deputy Sheriff Lieutenant, an employee's salary rate shall be increased to that of the corresponding pay step for the promotional grade (that is, a ten percent (10%) increase).

Deputy Sheriff Privates and PFCs who would have been eligible to sit for promotional examinations in FY95 and who successfully complete the requirements to advance to the ranks of

PFC and Corporal, respectively, will be placed in those ranks retroactive to July 1, 1995 but will defer the wage increase associated with the promotion until the beginning of the first full pay period beginning on or after July 1, 1996.

Deputy Sheriff Corporals and Sergeants who are promoted to the ranks of Sergeants and Lieutenant, respectively, during FY96, will defer the wage increase associated with the promotion for one year.

Deputy Sheriff Privates and DFCs who will be eligible to sit for promotional examinations in FY96 and who successfully complete the requirements to advance to the ranks of PFC and Corporal, respectively, will be placed in those ranks effective July 1, 1996 but will defer the wage increase associated with the promotion until the beginning of the first full pay period beginning on or after July 1, 1997.

Deputy Sheriff Privates and DFCs who will be eligible to sit for promotional examinations in FY97 and who successfully complete the requirements to advance to the ranks of PFC and Corporal, respectively, will be placed in those ranks effective July 1, 1997 but will defer the wage increase associated with the promotion until the beginning of the first full pay period beginning on or after July 1, 1998.

Deputy Sheriff Corporals and Sergeants who are promoted to the ranks of Sergeants and Lieutenant, respectively, during FY97, will defer the wage increase associated with the promotion for one year.

MASTER DEPUTY PROGRAM (PROGRAM)

1. The Program covers promotions to the rank of Deputy Sheriff First Class and Deputy Sheriff Corporal. Promotions to the ranks of Deputy Sheriff First Class and Deputy Sheriff Corporal are based on the time-in-grade requirements, performance evaluations and written examinations described in paragraphs 3, 4 and 5, below. The current rank designations of Deputy Sheriff Private, Deputy First Class and Deputy Sheriff Corporal will be maintained.
2. TIME-IN-GRADE REQUIREMENTS

Effective July 1, 1996, minimum time-in-grade requirements for eligibility to become a candidate for promotion under the Program are as follows:

- a. Deputy Sheriff First Class

Twenty-four (24) months as a Deputy Sheriff Private;

- b. Deputy Sheriff Corporal

Twenty-four (24) months as a Deputy Sheriff First Class.

3. PERFORMANCE EVALUATION

Deputy Sheriffs who have met the time-in-grade requirements and who have elected to become candidates for promotion shall be rated by the Department as "Promotable" or "Non-promotable". A rate of "Promotable" shall qualify a Deputy Sheriff to take the written examination for the appropriate rank. A rating of "Non-promotable" shall render a Deputy Sheriff ineligible to take the written examination and for promotion during the promotional cycle involved.

4. WRITTEN EXAMINATION

Written examinations under the Program will be administered in April of each year. Notice of the written examination will be given no later than ninety (90) days prior to the date the written examination is to be given. The written examination score of a Deputy Sheriff seeking promotion under the Program shall be placed in one of two categories: "Pass" consisting of all written examinations with a score equal to or greater than seventy percent (70%), and "Fail" consisting of all written examinations with a score less than seventy percent (70%).

5. Candidates who have received an evaluation of "Promotable" and who have achieved a written examination score of seventy percent (70%) or better shall be deemed "qualified" for promotion. Candidates qualified for promotion under the evaluation and written examination process will be promoted effective the first day of the first full pay period beginning on or after July 1 of the calendar year in which the test is administered. Promotions under this program shall be valued at two (2) three and one-half percent (3 1/2%) steps.
6. Nothing contained in the Program is intended to modify the relationship between the disciplinary process and the promotion process. A candidate who is qualified for promotion under paragraphs 1-5, above, and who is under an investigation which could lead to a disciplinary action shall have his or her promotion held in abeyance pending the final outcome of the disciplinary process. If the Deputy Sheriff involved is still deemed qualified for promotion after the disciplinary process is completed, the Deputy Sheriff will be promoted retroactive to the appropriate effective date stated in paragraph 5, above.
7. The parties understand that the willingness of the County to discuss the promotional issues with the DSA during bargaining regarding a Master Deputy Program does not waive the County's position that promotional policy and rank structure constitute non-mandatory subjects of bargaining.

IMPLEMENTATION OF THE UNIFORM WAGE SCALE

FY90: Effective July 2, 1989, employees covered by this Agreement, after receiving the four percent (4%) cost of living adjustment, will be placed on the Uniform Wage Scale at the step for their rank which is immediately above their annual salary.

However, an employee whose salary, when adjusted for the four percent (4%) cost of living adjustment, exceeds the maximum salary payable at his/her rank will be red-circled at that salary, and will continue to be red-circled. Further, an employee who was hired at a rate of pay greater than the entry rate will be placed on the pay scale pursuant to the foregoing rules and will maintain the resultant step differential.

On their anniversary dates during FY90, all employees will receive a one step anniversary increase (either three and one-half percent (3 1/2%) or three percent (3%), depending on their July 2 placement on the Uniform Wage Scale) to the next step on the Uniform Wage Scale unless the employee is at Step 14.

FY91: On their anniversary dates during FY91, all employees below the step which would be warranted by their years of service will be placed at that step. Employees who are hired at a rate of pay greater than the entry rate will be placed on the pay scale pursuant to this rule so as to maintain the resultant step differential.

MODIFICATIONS TO THE UNIFORM WAGE SCALE--DURING FY95

A. Effective July 1, 1994, the Uniform Wage Scale is modified as follows:

For each rank of deputy sheriff in the bargaining unit, there is an established pay grade on the Uniform Wage Scale. The pay scale for both the rank of Deputy Sheriff Private (W21) and Deputy Sheriff First Class (W22) contains fifteen (15) pay rates (steps) ranging from Step A through Step O. The pay scale for the rank of Deputy Sheriff Corporal through Deputy Sheriff Lieutenant, contains fourteen (14) pay rates (steps) ranging from Step A through Step N.

Grade W21 is the pay grade for the rank of Deputy Sheriff Private. The percentage values of the intervals between the steps are three and one-half percent (3.5%) from Step A through Step L and three percent (3%) for the remaining three (3) intervals from Step L through Step O. The entry rate for a Deputy Sheriff Private is Step A. A Deputy Sheriff Private (W21) will be eligible to advance to the next step for that rank on the deputy's anniversary date at the rate of one (1) step per year up to and including Step N (after thirteen (13) years of service), provided he or she receives at least a satisfactory performance evaluation for the preceding year. After reaching Step N, a Deputy Sheriff Private (W21) will be eligible to advance to Step O after two (2) years of service at Step N, (that is, after having completed fifteen (15) years of service), provided that the deputy's performance for the applicable period has been evaluated as satisfactory.

Grade W22 is the pay grade for the rank of Deputy Sheriff First Class. The percentage values of the intervals between the steps are three and one-half percent (3.5%) from Step A through Step K, three percent (3%) from Step K through Step N and two and one-half percent (2.5%) for the remaining interval from Step N to Step O. A Deputy Sheriff First Class (W22) will be eligible to advance to the next step for that rank on the deputy's anniversary date at the rate of one (1) step per year up to and including Step M (after thirteen (13) years of service) provided he or she receives at least a satisfactory performance evaluation for the preceding year. After reaching Step M, a Deputy Sheriff First Class (W22) will be eligible to advance to Step N after two (2) years of service at Step N (that is, after having completed fifteen (15) years of service) and to Step O after three (3) years of service at Step N (that is, after having completed eighteen (18) years of service).

Grades W24, W25 and W27 are the pay grades for Deputy Sheriff Corporal (W24), Deputy Sheriff Sergeant (W25), and Deputy Sheriff Lieutenant (W27). The percentage values of the intervals between the steps are three and one-half percent (3.5%) from Step A through Step J, three percent (3%) from Step J through Step M and two and one-half percent (2.5%) for the remaining interval from Step M to Step N. Deputies in the ranks of Deputy Sheriff Corporal through Deputy Sheriff Lieutenant will be eligible to advance to the next step for their rank on the deputy's anniversary date at the rate of one (1) step per year up to and including Step L (after thirteen (13) years of service) provided he or she receives at least a satisfactory performance evaluation for the preceding year. After reaching Step L, deputies in the ranks of Deputy Sheriff Corporal through Deputy Sheriff Lieutenant will be eligible to advance to Step M after two (2) years of service (that is, after having completed fifteen (15) years of service) and to Step N after three (3) years of service at Step M (that is, after having completed eighteen (18) years of service).

- B. Effective June 30, 1995, the Uniform Wage Scale is further modified as follows:

For the ranks of Deputy Sheriff Corporal (W24), Deputy Sheriff Sergeant (W25), and Deputy Sheriff Lieutenant (W27) one additional pay rate (step) will be added to the pay scale, establishing a fifteen (15) step pay scale ranging from Step A through Step O. The percentage value of the interval between Step N and the new Step O is two and one-half percent (2.5%). Deputies in the ranks of Deputy Sheriff Corporal through Deputy Sheriff Lieutenant will be eligible to advance to Step 15 after five (5) years of service (that is, after having completed twenty-three (23) years of service) at Step N.

- C. Upon promotion to the rank of Deputy Sheriff First Class or Deputy Sheriff Corporal, an employee's salary rate shall be increased to the rate of pay at the step of the promotional grade that corresponds to the deputy sheriff's years of service at the grade before promotion (that is, an increase equivalent to two (2) three and one-half percent (3.5%) steps). Upon promotion to the rank of Deputy Sheriff Sergeant or Deputy Sheriff Lieutenant, an employee's salary rate shall be increased to that of the corresponding pay step (for example, Step 10 to Step 10) for the promotional grade (that is, a ten percent (10%) increase).

IMPLEMENTATION OF MODIFIED UNIFORM WAGE SCALE

- FY95:
1. On July 1, 1994, every deputy will be assigned to the pay step for his or her rank on the modified Uniform Wage Scale with a salary rate identical to the deputy's salary rate on June 30, 1994.
 2. On his or her anniversary date in Fiscal Year 1995, every deputy will be eligible to advance to the next step on the modified Uniform Wage Scale, provided that the deputy's performance for the applicable period has been evaluated as satisfactory.
 3. On June 25, 1995, any deputy who is not at the pay step for his or her rank which would be warranted by his or her years of service, will be placed at that pay step.
- FY96: On his or her anniversary date in Fiscal Year 1996, any deputy with twenty-three (23) or more years of service will advance to the final longevity step, Step 15, on the modified Uniform Wage Scale.

SCHEDULE L
UNIFORM WAGE SCALE
IN EFFECT AS OF JULY 1, 1996
FOR POLICE UNIT PERSONNEL
PRINCE GEORGE'S COUNTY, MARYLAND

STEP	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O
YRS SERVICE	0-1	1	2	3	4	5	6	7	8	9	10	11	12	13-14	15-17

W21 - DEPUTY SHERIFF PRIVATE

HOURLY	13.2636	13.7278	14.2082	14.7055	15.2202	15.7528	16.3042	16.8749	17.4656	18.0769	18.7095	19.3644	19.9454	20.5437	21.1598
BIWEEKLY	1061.09	1098.22	1136.66	1176.44	1217.62	1260.22	1304.34	1349.99	1397.25	1446.15	1496.76	1549.15	1595.63	1643.50	1692.78
ANNUAL	27,588	28,554	29,553	30,587	31,658	32,766	33,913	35,100	36,328	37,600	38,916	40,278	41,486	42,731	44,012

STEP	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O
YRS SERVICE	1	2	3	4	5	6	7	8	9	10	11	12	13-14	15-17	18

W-22 - DEPUTY SHERIFF FIRST CLASS

HOURLY	14.7055	15.2202	15.7528	16.3042	16.8749	17.4656	18.0769	18.7095	19.3644	20.0422	20.7437	21.3659	22.0069	22.6671	23.2338
BIWEEKLY	1176.44	1217.62	1260.22	1304.34	1349.99	1397.25	1446.15	1496.76	1549.15	1603.38	1659.50	1709.27	1760.55	1813.37	1858.70
ANNUAL	30,587	31,658	32,766	33,913	35,100	36,328	37,600	38,916	40,278	41,688	43,147	44,441	45,774	47,148	48,326

STEP	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O
YRS SERVICE	2	3	4	5	6	7	8	9	10	11	12	13-14	15-17	18	23

W24 - DEPUTY SHERIFF CORPORAL

HOURLY	16.3042	16.8749	17.4656	18.0769	18.7095	19.3644	20.0422	20.7437	21.4698	22.2211	22.8877	23.5742	24.2814	24.8884	25.5107
BIWEEKLY	1304.34	1349.99	1397.25	1446.15	1496.76	1549.15	1603.38	1659.50	1717.58	1777.69	1831.02	1885.94	1942.51	1991.07	2040.86
ANNUAL	33,913	35,100	36,328	37,600	38,916	40,278	41,688	43,147	44,657	46,220	47,606	49,034	50,505	51,768	53,062

W25 - DEPUTY SHERIFF SERGEANT

HOURLY	17.9345	18.5621	19.2120	19.8844	20.5800	21.3006	22.0460	22.8177	23.6162	24.4428	25.1761	25.9314	26.7094	27.3772	28.0616
BIWEEKLY	1434.76	1484.97	1536.96	1590.75	1646.40	1704.05	1763.68	1825.42	1889.30	1955.42	2014.09	2074.51	2136.75	2190.18	2244.93
ANNUAL	37,304	38,609	39,961	41,360	42,806	44,305	45,856	47,461	49,122	50,841	52,366	53,937	55,556	56,945	58,368

W27 - DEPUTY SHERIFF LIEUTENANT

HOURLY	19.7281	20.4186	21.1331	21.8729	22.6383	23.4308	24.2508	25.0996	25.9778	26.8873	27.6938	28.5246	29.3803	30.1149	30.8677
BIWEEKLY	1578.25	1633.49	1690.65	1749.83	1811.06	1874.46	1940.06	2007.97	2078.22	2150.98	2215.50	2281.97	2350.42	2409.19	2469.42
ANNUAL	41,034	42,471	43,957	45,496	47,088	48,736	50,442	52,207	54,034	55,926	57,603	59,331	61,111	62,639	64,205

The hourly rates are the same as the June 30, 1995 rates as adopted by CR-68-1994, which are the January 8, 1995 rates with the addition of a 15th step for grades 24, 25 and 17. 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.